

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Partszone LLC		08/31/2004	limited liability company: DELAWARE

RECEIVING PARTY DATA	
Name:	The Peninsula Fund III Limited Partnership
Street Address:	535 Griswold Street
Internal Address:	The Buhl Building, Suite 2050
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48226
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	78248318	PARTSZONE
Serial Number:	78248346	PARTSZONE

CORRESPONDENCE DATA	
Fax Number:	(202)659-1559
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(202) 659 - 6944
Email:	MBergsman@dickinsonwright.com
Correspondent Name:	Marc A. Bergsman
Address Line 1:	1901 L Street, N.W., Suite 800
Address Line 2:	Dickinson Wright PLLC
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	026950-00022
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NAME OF SUBMITTER:	Marc A. Bergsman
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Total Attachments: 17

CH \$65.00 78248318

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“Agreement”) is made as of the 31st day of August, 2004 by **PARTSZONE LLC**, a Delaware limited liability company whose name shall be changed to Parts for Lifts, LLC (“Grantor”), having a mailing address at 320 Elm Avenue, North Wales, PA 19454, and delivered to **THE PENINSULA FUND III LIMITED PARTNERSHIP**, a Delaware limited partnership (“Lender”), having a mailing address at c/o Peninsula Capital Partners, L.L.C., The Buhl Building, 535 Griswold Street, Suite 2050, Detroit, Michigan 48226.

### BACKGROUND

A. This Agreement is being executed in connection with that certain Note Purchase Agreement dated as of even date herewith among Lender, the Grantor, Parent and MinnPar (as it may hereafter be amended, modified, restated or replaced from time to time, the “Note Purchase Agreement”), and that certain Security Agreement dated as of even date herewith by Grantor, Parent and MinnPar in favor of Lender (as it may hereafter be amended, modified, restated or replaced from time to time, the “Security Agreement”), under which, *inter alia*, Grantor is (i) granting Lender a lien on and security interest in the registered trademarks of Grantor and applications of Grantor for the registration thereof and in certain assets of Grantor associated with or relating to products leased or sold or services provided under the trademarks of Grantor and the goodwill associated therewith and represented thereby as security for the payment and performance of the Senior Subordinated Obligations (as defined in the Note Purchase Agreement) of Grantor under the Note Purchase Agreement, and under which Lender is entitled to foreclose or otherwise deal with such assets, trademarks, service marks and trade names and applications for the registration of trademarks under the terms and conditions set forth therein and (ii) granting to Lender a license to use or dispose of (conditioned upon the occurrence and continuance of an Event of Default) such trademarks. Capitalized terms not defined herein shall have the meanings given to such terms in the Note Purchase Agreement.

B. Grantor owns, has adopted, used and is using (or has filed applications for the registration of) the trademarks, service marks and trade names listed on Schedule “A” (with respect to trademarks, etc. adopted and used in the United States) and on Schedule “B” (with respect to trademarks, etc. adopted and used outside of the United States) attached hereto and made part hereof (all such marks or names hereinafter referred to as the “Trademarks”).

C. Grantor and Lender desire to have the security interest of Lender in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office or other appropriate trademark office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Note Purchase Agreement and Other Agreements, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the payment and performance of all of the Senior Subordinated Obligations, Grantor grants a lien and security interest to Lender in all of its present and future right, title and interest in and to the Trademarks, together with all the goodwill of Grantor associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits (collectively the "Collateral").

2. Grantor hereby covenants and agrees to maintain the Trademarks in full force and effect and otherwise perform all of its obligations and undertakings under this Agreement until all of the Senior Subordinated Obligations are indefeasibly paid and satisfied in full and the Note Purchase Agreement and the commitments of the Lender to make loans or advances under the Note Purchase Agreement ("Credit Commitments") have been terminated.

3. Grantor represents, warrants and covenants to Lender that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Trademarks is registered (or in the process of application for registration);

(c) Except for any Permitted Liens, Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, claims, charges, encumbrances and licenses, including, without limitation, pledges, assignments, options, and covenants by Grantor not to sue third persons;

(d) Grantor has the full right, power and authority to enter into this Agreement and perform its terms;

(e) Grantor has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. § 1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Trademarks;

(f) Grantor has used and will continue to use for the duration of this Agreement consistent standards of quality in services or products leased or sold under the Trademarks, and hereby grants to Lender and its employees and agents the right (with no obligation of any kind upon Lender to do so) to visit the business locations of Grantor and to inspect the use of the Trademarks and quality control records relating thereto during regular business hours to ensure the compliance of Grantor with this paragraph 3(f); and

(g) Grantor has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Trademarks.

4. Grantor further covenants that:

(a) Until all of the Senior Subordinated Obligations have been indefeasibly paid and satisfied in full and the Note Purchase Agreement and Credit Commitments have been terminated, Grantor will not enter into any agreement which is inconsistent with the obligations of Grantor under this Agreement, the Senior Subordinated Obligations under the Note Purchase Agreement or which may restrict or impair the rights or priorities of Lender hereunder.

(b) If Grantor acquires rights of ownership to any new trademarks not listed on **Schedule A/Schedule B** attached hereto (“Additional Trademarks”), then (i) the provisions of this Agreement shall be deemed to automatically apply thereto and such Additional Trademarks shall be deemed part of the Trademarks, (ii) Grantor shall give Lender written notice promptly upon application therefor, and (iii) Grantor shall promptly deliver to Lender with respect to such Additional Trademarks a Supplement to Trademark Security Agreement in the form attached hereto as **Exhibit II**, duly completed and executed by Grantor and accompanied by a fully completed **Schedule A-1/Schedule B-1** with respect to such Additional Trademarks. Each such **Schedule A-1/Schedule B-1** attached to each such Supplement to Trademark Security Agreement shall be incorporated and become a part of **Schedule A/Schedule B** attached hereto and all references to Schedule A/Schedule B contained in this Agreement shall be deemed, for all purposes, to also include each such **Schedule A-1/Schedule B-1**.

5. So long as this Agreement is in effect and so long as Grantor has not received notice from Lender that an Event of Default has occurred and is continuing under the Note Purchase Agreement and that Lender has elected to exercise its rights hereunder, (i) Grantor shall continue to have the right to use the Trademarks and (ii) Lender shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Grantor agrees not to sell, grant any license, grant any option, assign or further encumber its rights and interest in the Trademarks without prior written consent of Lender or as may be expressly permitted under the Note Purchase Agreement.

7. Following the occurrence and during the continuance of an Event of Default under the Note Purchase Agreement (including without limitation an Event of Default arising from any failure of Grantor to comply with any covenant or undertaking under this Agreement), Lender, as the holder of a security interest, under the Uniform Commercial Code, as now or hereafter in effect in the jurisdiction whose law governs the interpretation of the Note Purchase Agreement, may take such action permitted under the Note Purchase Agreement and Other Agreements, hereunder or under any law, in its exclusive discretion, to record, foreclose upon or otherwise exercise its rights against the Trademarks covered hereby. For such purposes, and only upon the occurrence and during the continuance of an Event of Default, Grantor hereby authorizes, appoints and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select, in its exclusive discretion, as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Lender to record its interest in any Trademarks or Additional Trademarks in the United States Patent and Trademark Office or other appropriate

trademark office including, without limitation, the power to execute on behalf of Grantor a Supplement to Trademark Security Agreement, to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark assignment in the form attached hereto as **Exhibit I**. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Note Purchase Agreement, the Other Agreements, and until all of the Senior Subordinated Obligations are indefeasibly paid and satisfied in full and the Note Purchase Agreement and the Credit Commitments are terminated.

8. This Agreement shall be subject to the terms, conditions and provisions set forth in the Note Purchase Agreement and may not be modified without the prior written consent of the parties hereto.

9. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted to Lender under the Note Purchase Agreement and Other Agreements and shall be cumulative. In the event of an inconsistency between this Agreement and the Note Purchase Agreement or this Agreement and the Security Agreement, the language of the Note Purchase Agreement or the Security Agreement, as applicable, shall control. All obligations of the Grantor under this Agreement that are addressed in the Note Purchase Agreement or the Security Agreement shall be satisfied by compliance by the Grantor with the Note Purchase Agreement or the Security Agreement, as applicable.

10. Upon full and unconditional satisfaction and performance of all of the Senior Subordinated Obligations and termination of the Note Purchase Agreement and the Credit Commitments, Lender shall execute and deliver to Grantor, at Grantor's expense, all documents reasonably necessary to terminate the security interest of Lender in the Trademarks.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the attorneys' fees and legal expenses incurred by Lender in connection with the preparation and execution of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, or defending, protecting, enforcing or terminating the rights of Lender hereunder, in each case in accordance with the terms of this Agreement and the Note Purchase Agreement and Other Agreements, shall be borne and paid by Grantor on demand by Lender and until so paid shall be added to the principal amount of the Senior Subordinated Obligations and shall bear interest at the highest rate applicable to the Senior Subordinated Obligations from time to time under the Note Purchase Agreement.

12. Subject to any applicable terms of the Note Purchase Agreement, Grantor shall have the duty to prosecute diligently any trademark application with respect to the Trademarks

pending as of the date of this Agreement or thereafter to preserve and maintain all rights in the Trademarks, and upon the request of Lender, Grantor shall make federal or other appropriate application on registrable but unregistered trademarks belonging to Grantor. Any expenses incurred in connection with such applications with such applications shall be borne exclusively by Grantor. Subject to any applicable terms of the Note Purchase Agreement, Grantor shall not abandon any Trademark without the prior written consent of the Lender.

13. Grantor shall have the right to bring suit in its own name to enforce the Trademarks, in which event Lender may, if Grantor reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Grantor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including attorneys' fees, and costs, incurred by Lender in the fulfillment of the provisions of this paragraph.

14. If an Event of Default has occurred and is continuing under the Note Purchase Agreement, Lender may, without any obligation to do so, complete any obligation of Grantor hereunder, in the name of Grantor or in the name, of Lender, but at the expense of Grantor, and Grantor hereby agrees to reimburse Lender in full for all costs and expenses, including without limitation all attorneys' fees, incurred by Lender in protecting, defending and maintaining the Trademarks.

15. No course of dealing between Grantor and Lender nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of the rights and remedies of Lender with respect to the Trademarks whether established hereby or by the Note Purchase Agreement and Other Agreements, or by any other future agreements between Grantor and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN WITHOUT REFERENCE TO ITS CONFLICTS OF LAWS RULES. Any judicial proceeding brought by or against any Grantor with respect to this Agreement or any related agreement may be brought in any court of competent jurisdiction located in the State of Michigan, and, by execution and delivery of this Agreement, Grantor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Grantor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by internationally recognized overnight courier

directed to Grantor at its address set forth in the Note Purchase Agreement and service so made shall be deemed completed one (1) day after the same shall have been so delivered to such overnight courier. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Lender or any Lender to bring proceedings against Grantor in the courts of any other jurisdiction. Grantor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Any judicial proceeding by Grantor against Lender or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the County of Wayne, State of Michigan.

19. GRANTOR HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF GRANTOR AND/OR LENDER WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND GRANTOR HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT GRANTOR, AGENT AND/OR LENDERS MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF GRANTOR TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

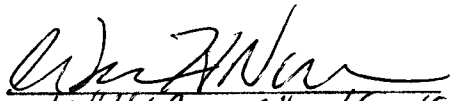
20. This Agreement, and the rights and remedies of the Lender hereunder, are subject to and subordinated to the rights and remedies of the Senior Lender to the extent and in the manner described in the Senior Subordination Agreement.

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IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Trademark Security Agreement the day and year first above written.

**PARTSZONE LLC**

By:   
Name: WILLIAM H. NEWELL  
Title: CHAIRMAN

Acknowledged and accepted:

**THE PENINSULA FUND III LIMITED PARTNERSHIP**

By: Peninsula Capital Partners, L.L.C.  
Its: General Partner

By: \_\_\_\_\_  
Scott A. Reilly  
Title: President and Chief Investment Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]  
[PARTSZONE LLC]

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Trademark Security Agreement the day and year first above written.

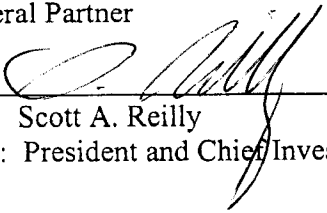
**PARTSZONE LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and accepted:

**THE PENINSULA FUND III LIMITED PARTNERSHIP**

By: Peninsula Capital Partners, L.L.C.  
Its: General Partner

By:  \_\_\_\_\_  
Scott A. Reilly  
Title: President and Chief Investment Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]  
[PARTSZONE LLC]

**CORPORATE ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
COMMONWEALTH OF PENNSYLVANIA : SS  
COUNTY OF PHILADELPHIA :

On this 31<sup>st</sup> day of August, 2004 before me personally appeared **WILLIAM H. NEWELL**, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of PartsZone, LLC; that he signed the Agreement attached hereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

*Dorothy L. Wydra*  
\_\_\_\_\_  
Notary Public

My Commission Expires:

10-31-06

NOTARIAL SEAL  
DOROTHY L. WYDRA, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires October 31, 2006

Exhibit I

TRADEMARK ASSIGNMENT

WHEREAS, PARTSZONE LLC (“Grantor”) is the registered owner of the United States trademarks, tradenames and registrations listed on **Schedule “A”/Schedule “B”** attached hereto and made a part hereof (the “Trademarks”), which are registered in the United States Patent and Trademark Office (with respect to Schedule A) or the trademark office of another jurisdiction or trademark authority (with respect to Schedule B); and

WHEREAS, \_\_\_\_\_ (“Grantee”), having a place of business at \_\_\_\_\_, is desirous of acquiring said Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

PARTSZONE LLC

By: \_\_\_\_\_  
Attorney-in-fact

COMMONWEALTH OF PENNSYLVANIA :  
 : SS  
COUNTY OF :

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ before me, a Notary Public for the said County and Commonwealth, personally appeared known to me or satisfactorily proven to me to be attorney-in-fact on behalf of PARTSZONE LLC (“Grantor”) and s/he acknowledged to me that s/he executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**SCHEDULE "A"**

**UNITED STATES TRADEMARKS**

<u>Name/Title</u>	<u>Country</u>	<u>Registration Number (Application No.)</u>	<u>Date of Registration/ Date of Application</u>
PartsZone	USA	78/248,318 Trademark	May 12, 2003
PartsZone	USA	78/248,346	May 12, 2003

**SCHEDULE "B"**

**FOREIGN TRADEMARKS**

<u>Name/Title</u>	<u>Country</u>	<u>Registration Number (Application No.)</u>	<u>Date of Registration/ Date of Application</u>
None			

## EXHIBIT II

### Supplement to Trademark Security Agreement

This Supplement to Trademark Security Agreement ("Supplement"), dated [\_\_\_\_\_, \_\_\_\_\_], is entered into by **PARTS FOR LIFTS, LLC**, a Delaware limited liability company formerly known as PartsZone LLC ("Grantor") and delivered to **THE PENINSULA FUND III LIMITED PARTNERSHIP** having a mailing address at c/o Peninsula Capital Partners, L.L.C., 535 Griswold Street, Suite 2050, Detroit, Michigan 48226 ("Lender").

### Background

A. This Supplement is being delivered in connection with that certain Note Purchase Agreement among Lender, the Grantor, Parent and Lifts, of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Note Purchase Agreement"), and that certain Trademark Security Agreement, dated as of the date of the Note Purchase Agreement, by and between Grantor and Lender (as it may have been and hereafter be amended, supplemented, restated, replaced, or otherwise modified from time to time, the "Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the Trademark Security Agreement.

B. Pursuant to the Note Purchase Agreement and the Trademark Security Agreement, Grantor granted to Lender a lien on and security interest in all of the Trademarks of Grantor (as defined therein).

C. Grantor has acquired certain additional trademarks, servicemarks and tradenames as set forth on Schedule A-1/Schedule B-1 attached hereto and made part hereof (collectively, "Additional Trademarks"). Grantor and Lender desire to execute this Supplement for the purpose of, *inter alia*, granting, ratifying and confirming the lien and security interest of Lender on and in the Additional Trademarks, as more fully set forth in the Trademark Security Agreement, and for recording in the United States Patent and Trademark Office or other appropriate trademark office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor, intending to be legally bound hereby, covenants and agrees as follows:

1. In consideration of and pursuant to the terms of the Note Purchase Agreement and Other Agreements, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Senior Subordinated Obligations, Grantor grants a



lien and security interest to Lender in all of its present and future right, title and interest in and to the Additional Trademarks, together with all the goodwill of Grantor associated with and represented by the Additional Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Grantor acknowledges and confirms that the rights and remedies of Lender with respect to the security interest in the Additional Trademarks granted hereby are more fully set forth in the Note Purchase Agreement and the Trademark Security Agreement, the terms and provisions of which are incorporated herein by reference. All references to the Trademark Security Agreement contained in the Note Purchase Agreement or Other Agreements shall be deemed, for all purposes, to also refer to and include this Supplement.

3. **Schedule A/Schedule B** to the Trademark Agreement is hereby supplemented by the information contained on **Schedule A-1/Schedule B-1** attached hereto. All references to **Schedule A/Schedule B** contained in the Note Purchase Agreement, Trademark Security Agreement or Other Agreements shall be deemed, for all purposes, to also refer to and include **Schedule A-1/Schedule B-1**.

4. Except as expressly amended by this Supplement, all of the terms, conditions and provisions of the Note Purchase Agreement and the Trademark Security Agreement are hereby ratified and continue unchanged and remain in full force and effect.

5. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile shall also bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the day and year first above written.

PARTS FOR LIFTS, LLC  
By: Parts Acquisition Company, LLC  
its sole member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved and accepted:

THE PENINSULA FUND III LIMITED PARTNERSHIP

By: Peninsula Capital Partners, L.L.C.  
Its: General Partner

By: \_\_\_\_\_  
Scott A. Reilly  
Title: President and Chief Investment Officer

