

Form PTO-1594 (Rev. 03/05)  
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

Antares Capital Corporation, as Secondary Lien Collateral Agent

- ☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation- State: Delaware  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

### 3. Nature of conveyance /Execution Date(s) :

Execution Date(s) June 15, 2005

- ☐ Assignment      ☐ Merger  
☐ Security Agreement      ☐ Change of Name  
☒ Other Release of Security Interest ; Credit Card info

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Meineke Car Care Centers, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 128 S. Tryon Street, Suite 900

City: Charlotte

State: North Carolina

Country: USA Zip: 28202

- ☐ Association      Citizenship \_\_\_\_\_  
☐ General Partnership      Citizenship \_\_\_\_\_  
☐ Limited Partnership      Citizenship \_\_\_\_\_  
☒ Corporation      Citizenship North Carolina  
☐ Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

75/912,752

78/091,270

78/419,512

B. Trademark Registration No.(s)

1,042,467

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elizabeth M. Millican

Internal Address: \_\_\_\_\_

Street Address: 101 N. Tryon Street, Suite 1900

City: Charlotte

State: North Carolina Zip: 28246

Phone Number: 704-377-8170

Fax Number: 704-339-3470

Email Address: emillican@rbh.com

### 6. Total number of applications and registrations involved:

22

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 565.00

- ☒ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☐ Enclosed

### 8. Payment Information:

a. Credit Card      Last 4 Numbers 5726  
Expiration Date 03/08

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:

Elizabeth M. Millican  
Signature

June 15, 2005

Date

Elizabeth M. Millican

Name of Person Signing

\*Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

700224000

TRADEMARK  
REEL: 003225 FRAME: 0491

OP \$565.00 75912752

**4.A. Additional Trademark Application Numbers**

76/359,910

**4.B. Additional Trademark Numbers**

1,191,431      1,283,288

1,206,108      1,434,915

1,207,483      1,610,116

1,207,490      1,620,331

1,215,262      2,022,824

1,241,466      2,034,755

1,268,145      1,965,214

1,268,264      1,970,877

1,268,265

**TRADEMARK RELEASE AND REASSIGNMENT**

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of June 15, 2005, by ANTARES CAPITAL CORPORATION, a Delaware corporation, as Secondary Lien Collateral Agent ("Agent").

**WITNESSETH:**

WHEREAS, Agent and Meineke Car Care Centers, Inc., a North Carolina corporation ("Meineke"), were parties to that certain Trademark Security Agreement dated as of April 7, 2004 (the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which Meineke granted a security interest to Agent in, among other things, the Trademarks (as defined in the Security Agreement) as security for certain obligations owing by Meineke to the financial institutions (collectively, the "Lenders") from time to time party to that certain Amended and Restated Credit Agreement dated as of April 7, 2004 by and among Meineke Holding Company, a Delaware corporation and Meineke Car Care Centers, Inc., a North Carolina Company, Agent, and the Lenders, as amended, restated, supplemented or otherwise modified and in effect from time to time, including the Trademarks set forth on Exhibit A hereto; and

WHEREAS, the Security Agreement was recorded by the Assignment Division of the United States Patent and Trademark Office on April 12, 2004, at Reel 2946, Frame 0351; and

WHEREAS, Meineke has requested that Agent release its security interest in the Trademarks and reassign the same to Meineke;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases its security interest in all of Meineke's right, title and interest in and to all of the following (the "Trademark Collateral"):

(a) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Exhibit A annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(b) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

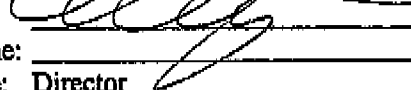
(c) all products and proceeds of the foregoing, including, without limitation, any claim by Meineke against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Exhibit A annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Exhibit A and the Trademarks licensed under any Trademark license or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

2. Agent hereby reassigns, grants and conveys to Meineke, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademark Collateral, and the goodwill of Meineke's business connected with the use of and symbolized by the Trademark Collateral.

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[Signature Page Follows]*

IN WITNESS WHEREOF, Agent has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

**ANTARES CAPITAL CORPORATION,**  
a Delaware corporation, as Primary Lien  
Collateral Agent

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

Trademark Release and Reassignment - Meineke Corporation

**TRADEMARK**  
**REEL: 003225 FRAME: 0495**

**EXHIBIT A to Trademark Release and Reassignment**

attached

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
Meineke and Design	1,042,467	09/17/1973
Mine-A-Key & Design	1,191,431	12/08/1981
Everlast & Design	1,206,108	02/02/1981
Meineke	1,207,483	12/22/1980
Meineke (lower case)	1,207,490	01/30/1981
Meineke & Design	1,215,262	02/03/1982
Meineke	1,241,466	02/03/1982
Meineke & Design	1,268,145	12/22/1980
Meineke Discount Mufflers & Design	1,268,264	02/17/1981
Meineke Discount Mufflers Say Mine-A-Key & Design	1,268,265	01/30/1981
Everlast & Design	1,283,288	05/27/1983
Meineke	1,434,915	07/31/1986
Meineke (lower case)	1,610,116	07/24/1989
Meineke	1,620,331	10/10/1989
Meineke Discount Mufflers	2,022,824	08/15/1994
At Meineke You're Not Gonna Pay A Lot... But You'll Get A Lot	2,034,755	08/15/1994
Meineke	1,965,214	11/14/1994
Meineke	1,970,877	08/15/1994

FOREIGN TRADEMARK REGISTRATIONS

NONE

U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>NUMBER</u>	<u>DATE</u>
Meineke Express	75/912,752	02/08/2000
M. Key	78/091,270	11/01/2001
Meineke University	76/419,512	06/11/2002
M. Key Meineke Business System	76/359,910	01/16/2002