

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ATC Logistics & Electronics, L.P.		03/21/2006	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	231 South LaSalle Street		
<b>Internal Address:</b>	Mail Code: IL 1-231-08-30		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60697		
<b>Entity Type:</b>	National Association:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2587977	ATC LOGISTICS	
Registration Number:	2772974	ATC LOGISTICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)984-7700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-372-2000		
<b>Email:</b>	Chicago_IP_Docket@mwe.com		
<b>Correspondent Name:</b>	Jennifer M. Mikulina, Esq.		
<b>Address Line 1:</b>	227 West Monroe Street		
<b>Address Line 2:</b>	Suite 4400		
<b>Address Line 4:</b>	Chicgao, ILLINOIS 60606-5096		
<b>NAME OF SUBMITTER:</b>	Jennifer Mikulina		
<b>Signature:</b>	/Jennifer Mikulina/		

CH \$65.00 2587977

Date:

03/24/2006

**Total Attachments: 4**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of March 21, 2006 is made by ATC LOGISTICS & ELECTRONICS, L.P., a Delaware limited partnership (the "Obligor"), in favor of Bank of America, N.A., as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of March 21, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Aftermarket Technology Corp., a Delaware corporation (the "Company"), certain Subsidiaries of the Company party thereto (together with the Company, the "Borrowers"), the Lenders, the Administrative Agent and JPMorgan Chase Bank, N.A., as Syndication Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement and the Guaranty and Collateral Agreement, which is defined below.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor has executed and delivered a Guaranty and Collateral Agreement, dated as of March 21, 2006, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guaranty and Collateral Agreement");

WHEREAS, pursuant to the Guaranty and Collateral Agreement, the Obligor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guaranty and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in and effective upon demand made upon the occurrence and during the continuance of an Event of Default grants a right of setoff against and assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guaranty and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guaranty and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ATC LOGISTICS & ELECTRONICS, L.P.,  
as the Obligor

By: ACI ELECTRONICS HOLDING CORP.,  
its General Partner

By: Joseph Salamunovich  
Name: Joseph Salamunovich  
Title: Vice President

BANK OF AMERICA, N.A., as Administrative  
Agent for the Lenders

By: Suzanne M. Paul  
Name: Suzanne M. Paul  
Title: Vice President

**SCHEDULE A**

**U.S. Trademarks Registrations and Applications**

Mark	Application Number	Filing Date	Registration Number	Registration Date
ATC LOGISTICS	76/224,362	3/12/01	2,587,977	7/2/02
ATC LOGISTICS	76/224,360	3/12/01	2,772,974	10/14/03