

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WRENCHHEAD, INC.		03/29/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	75 E. TRIMBLE ROAD
Internal Address:	MC 4770
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	Michigan Banking Corporation:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2332262	WRENCHHEAD.COM
Registration Number:	2442477	PARTS ONLINE, ALL THE TIME
Registration Number:	2332995	W WWW.WRENCHHEAD.COM
Registration Number:	2335748	W WRENCHHEAD.COM
Registration Number:	2791804	WRENCHHEAD
Registration Number:	2964589	WRENCHHEAD CENTRAL
Registration Number:	2881131	WRENCHHEAD CENTRAL
Registration Number:	2966657	NEXPART
Registration Number:	2747422	WRENCHHEAD PRO MANAGER

CORRESPONDENCE DATA

Fax Number: (858)550-6420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 858-550-6403

CH \$240.00 2332262

Email: erin.obrien@cooley.com
Correspondent Name: Erin O'Brien
Address Line 1: 4401 Eastgate Mall
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1181 WRENCHEAD
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	04/11/2006

Total Attachments: 5
source=Wrenthead IPSA#page1.tif
source=Wrenthead IPSA#page2.tif
source=Wrenthead IPSA#page3.tif
source=Wrenthead IPSA#page4.tif
source=Wrenthead IPSA#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 29, 2006, by and between COMERICA BANK ("Bank") and WRENCHEAD, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

108 Corporate Park Drive, Suite 108
White Plains, NY 10604

Attn: Chief Executive Officer

Address of Bank:

75 East Trimble Road, M/C 4770
San Jose, California 95131

Attn: Manager

GRANTOR:

WRENCHEAD, INC.

By: 

Title: _____

BANK:

COMERICA BANK

By: 

Title: SVP

EXHIBIT A

Copyrights

	<u>Description</u>	Registration <u>Number</u>	<u>Registration Date</u>
--	--------------------	-------------------------------	--------------------------

EXHIBIT B

Patents

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Date</u>
--------------------	---	-------------

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Wrenthead.com	2,332,262	3/21/2000
Parts Online, All the Time	2,442,477	4/10/2001
W <u>WWW.Wrenthead.com</u> (and design)	2,332,995	3/21/2000
W Wrenthead.com (and design)	2,335,748	3/28/2000
Wrenthead	2,791,804	12/9/2003
Wrenthead Central	2,964,589	7/5/2005
Wrenthead Central	2,881,131	9/7/2004
Nextpart (block letters)	2,966,657	7/12/2005
Wrenthead Pro Manager	2,747,422	8/5/2003