

12-27-2001



Form PTO-1594  
(Rev. 03/01)  
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Tab settings

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

101926357

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

12-21-01

1. Name of conveying party(ies):  
Clore Automotive, LLC  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State  
 Other Delaware limited liability  
company  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: LaSalle Business Credit, Inc.  
Internal  
Address:  
Street Address: 135 S. LaSalle St., #425  
City: Chicago State: IL Zip: 60603  
 Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State Delaware  
 Other  
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)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other  
Execution Date: December 17, 2001

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
B. Trademark Registration No.(s)  
76/037777  
Additional number(s) attached  Yes  No

6. Total number of applications and registrations involved: 28

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Ms. Maisha Gibson  
Internal Address: Goldberg Kohn  
55 E. Monroe St., Suite 3700  
Street Address: 55 East Monroe Street,  
Suite 3700  
City: Chicago State: IL Zip: 60603

7. Total fee (37 CFR 3.41).....\$ 715.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.  
Ms. Maisha Gibson  
Name of Person Signing  
Maisha Gibson  
Signature  
Dec. 20, 2001  
Date  
Total number of pages including cover sheet, attachments, and document: 16

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02 FC:482

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6.15.01

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002412 FRAME: 0786

LIST OF TRADEMARKS

CONTINUATION OF ITEM 4

NAME OF TRADEMARK	SERIAL/REGISTRATION NUMBER
All Star	1197766
Auto On Off & Design	2043154
Booster Buddy	2261024
Buz Box & Design	1151586
Car Start	2466740
Century	2280640
Century & Design	1077741
Grip Lock	2339219
Guardian	2490614
Jump-Master	2006219
Jump-N-Carry	2006220
Jump-N-Cruise	2139021
Jump-Smart	2280312
Kar-Start	1231518
Miles From Home But Never Alone	2342787
Opposition	114491
Outpac	2043273
Powerdisc	1957934
S.D. Lee & Design	1052772
Rescue Pac	588574
Smart Clamp & Design	001680487
Solar	2367426
Solar & Design	1073464
Tech Guard	2044531
Tote-Mig	1422555
Tri Star	1176891
T-Tech Transmission Service Technology	1996956

# TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Security Agreement**") made as of this 17<sup>th</sup> day of December, 2001, by CLORE AUTOMOTIVE, LLC, a Delaware limited liability company ("**Borrower**") in favor of LASALLE BUSINESS CREDIT, INC., with an office at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603 ("**Lender**"):

## W I T N E S S E T H

WHEREAS, Borrower and Lender are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Lender of a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Borrower hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and

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the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrower warrants and represents to Lender that:

(i) to the best of Borrower's knowledge, no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Borrower agrees that until Borrower's Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of Lender, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the U.S. federally registered Trademarks, and U.S. federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before Borrower's Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of Borrower's Liabilities and the termination of the Financing Agreements. Borrower agrees that upon the occurrence of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Borrower. Notwithstanding anything to the contrary, any use of the Trademarks by Lender

shall be in accordance with high quality standards at least consistent with Borrower's past practices.

7. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Borrower agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's Liabilities and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements, and to record the termination of any such security interests with appropriate governmental bodies upon Borrower's reasonable request.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Liabilities.

10. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrower's Liabilities under this Section 10 shall be borne by Borrower.

11. Lender's Right to Sue. After an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor

shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks, or (ii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Any and all damages, royalties, proceeds and the like received by Lender in connection with the exercise of its rights under this Section 15 in excess of any amounts due Lender in connection with the Financing Agreements shall immediately be delivered to Borrower. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.


18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

CLORE AUTOMOTIVE, LLC

By   
Title President

Agreed and Accepted  
As of the Date First Written Above

LASALLE BUSINESS CREDIT, INC.

By   
Title F.V.F.



SCHEDULE A

TRADEMARKS

Mark	Nation	Status	App. No.	App. Date	Regis. No.	Regis. Date
ALL STAR	US	Registered	73/317367	07/02/81	1197766	6/15/82
AUTO ON OFF & DESIGN	US	Registered	75/042937	01/16/96	2043154	3/11/97
BOOSTER BUDDY	US	Registered	75/493195	05/29/98	2261024	07/13/99
BOOSTER PAC	Australia			10/4/96		
BOOSTER PAC	United Arab Emirates	Unfiled				
BOOSTER PAC	France	Registered	95578303	06/28/95		
BOOSTER PAC	Canada				TMA377,669	
BOOSTER PAC	US	<i>[Denied, on appeal]</i>	74/451390	10/21/93		
BUZ BOX & DESIGN	US	Registered	73/235790	10/19/79	1151586	4/21/81
CAR START	US	Registered	75/580960	11/02/98	2466740	07/03/01
CENTURY	Denmark	Registered	94482	03/01/82	118983	4/22/83
CENTURY	Norway	Unfiled				
CENTURY	US	Registered	75/405036	12/15/97	2280640	9/28/99
CENTURY & DESIGN	US	Registered	73/068254	11/07/75	1077741	11/22/77
GRIP LOCK	US	Registered	75/487291	05/18/98	2339219	04/04/00

GUARDIAN	US	Registered	76/123217	09/06/00	2490614	09/18/01
JUMP-MASTER	US	Registered	75/013988	11/02/95	2006219	10/08/96
JUMP-N-CARRY	US	Registered	75/013989	11/02/95	2006220	10/08/96
JUMP-N-CRUISE	US	Registered	75/258160	03/17/97	2139021	02/24/98
JUMP-SMART	US	Registered	75/274750	04/15/97	2280312	09/28/99
KAR-START	US	Registered	73/304029	04/03/81	1231518	3/15/83
LEADER OF THE PAC	Canada			8/20/96		
MILES FROM HOME BUT NEVER ALONE	Canada	Pending	1015207	01/01/00		
MILES FROM HOME BUT NEVER ALONE	Germany	Unfiled				
MILES FROM HOME BUT NEVER ALONE	France	Registered	99792419	05/17/99	99792419	10/29/99
MILES FROM HOME BUT NEVER ALONE	Great Britain	Registered	2197420	05/14/99	2197420	11/12/99
MILES FROM HOME BUT NEVER ALONE	Ireland	Registered	991623	05/13/99	213900	9/18/00
MILES FROM HOME BUT NEVER ALONE	US	Registered	75/591040	11/13/98	2342787	4/18/00
OPPOSITION	US	Pending	114491			
OUTPAC	US	Registered	75/057215	02/13/96	2043273	3/11/97

PORTA-POWER	Canada							
POWERDISC	US	Registered	75/656647	04/06/95	1957934			2/20/96
RESCUE PAC	Canada			8/20/96				
RESCUE PAC	Community Trademark	Registered	588574	06/09/97	588574			6/23/99
S.D. LEE & DESIGN	US	Registered	73/068260	11/07/75	1052772			11/16/76
SMART CLAMP	US	Unfiled						
SMART CLAMP & DESIGN	Community Trademark	Pending	001680487	05/29/00				
SOLAR	Denmark	Registered	6384	01/04/84	148787			5/13/97
SOLAR	Great Britain	Registered	1160668	09/04/81	1160668			9/4/81
SOLAR	US	Registered	75/405174	12/15/97	2367426			7/18/00
SOLAR & DESIGN	US	Registered	73/068255	11/07/75	1073464			9/20/77
SURVIVAL PAC	Canada			8/20/96				
TECH GUARD	US	Registered	75/634719	02/16/95	2044531			3/11/97
TELL-A-CHARGER	Canada	Registered	494137	11/09/82	381630			7/22/83
TOTE-MIG	US	Registered	73/601505	05/30/86	1422555			12/30/86
TRI STAR	US	Registered	73/290178	12/18/80	1176891			11/10/81
T-TECH TRANSMISSION SERVICE TECHNOLOGY	US	Registered	74725488	9/5/95	1996956			8/27/96