

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

18103-355(6)

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):

Tiger Accessory Group, L.L.C.

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Illinois Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

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

Execution Date(s) February 13, 2007

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as

Internal Address: _____ Agent

Street Address: 21 N. Randall

City: Elk Grove Village

State: IL

Country: USA Zip: 60007

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- 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)

B. Trademark Registration No.(s)

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: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 415

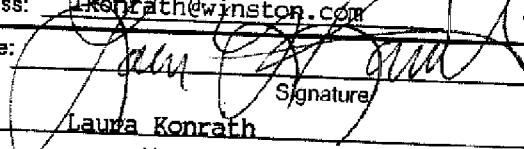
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 232428
Authorized User Name Laura Konrath

9. Signature:



Signature

Laura Konrath

Name of Person Signing

3/28/07
Date

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$415.00 232428 78068212

SCHEDULE I

Continuation
Item 7

OWNER	REG/ SERIAL NO.	MARK	ISSUE/ FILING DATE
Tiger Accessory Group, L.L.C.	1,835,476	THE DEALERS CHOICE	May 10, 1994
Tiger Accessory Group, L.L.C.	3,038,134	AUTO EXPRESSION	Jan. 3, 2006
Tiger Accessory Group, L.L.C.	1,884,159	THE RIGHT CHOICE	Mar. 14, 1995
Tiger Accessory Group, L.L.C.	1,886,634	PERMASOFT	Mar. 28, 1995
Tiger Accessory Group, L.L.C.	78/068,212	WIPE-OUT	Jun. 8, 2001
Tiger Accessory Group, L.L.C.	1,488,309	BAJA	May 17, 1988
Tiger Accessory Group, L.L.C.	1,488,304	BAJA TOUGH	May 17, 1988
Tiger Accessory Group, L.L.C.	1,177,096	BLAZER	Nov. 10, 1981
Tiger Accessory Group, L.L.C.	2,247,911	BLAZERTECH	May 25, 1999
Tiger Accessory Group, L.L.C.	1,488,303	DESERT FOX	May 17, 1988
Tiger Accessory Group, L.L.C.	2,254,816	HOTT LITES	Jun. 22, 1999
Tiger Accessory Group, L.L.C.	2,356,315	LIGHTING TECHNOLOGIES	Jun. 6, 2000
Tiger Accessory Group, L.L.C.	2,724,331	BLAZER	Jun. 10, 2003
Tiger Accessory Group, L.L.C.	2,963,153	DETAILER'S CHOICE and design	October 10, 2003
Tiger Accessory Group, L.L.C.	3,132,486	LIGHTING TECHNOLOGIES	August 22, 2006

TRADEMARK

REEL: 003511 FRAME: 0901

OWNER	REG/ SERIAL NO.	MARK	ISSUE/ FILING DATE
Tiger Accessory Group, L.L.C.		DETAILER'S CHOICE logo - Medallion Version	
Tiger Accessory Group, L.L.C.	2,357,942	TIGEREY	Jun. 13, 2000

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 13, 2007, is between Tiger Accessory Group, L.L.C., an Illinois limited liability company ("Grantor"), and JPMorgan Chase Bank, N.A. (the "Secured Party"), as agent for the benefit of the Lenders (as hereinafter defined). Capitalized terms used but not defined herein are used in the manner provided in the Security Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, Grantor has entered into a Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with Secured Party, for itself and the lenders referred to therein (the "Lenders"), pursuant to which Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark Licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the Liabilities; and

WHEREAS, Grantor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, including without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill

associated with any Trademark or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

TIGER ACCESSORY GROUP, L.L.C.

By: *George Ruhl*

Name: George Ruhl

Title: Vice President

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By: _____

Title: _____

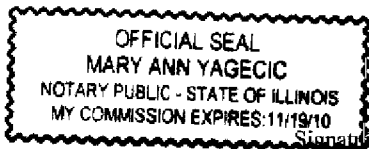
ACKNOWLEDGMENT

State of Illinois)
County of Lake) ss.

On the date first set forth above before me personally appeared the above-indicated person who executed the foregoing instrument as the above-indicated officer of Tiger Accessory Group, L.L.C., who being by me duly sworn, did depose and say that he is such officer of such company; that the foregoing instrument was executed on behalf of said company by order of its Board of Managers; and that he acknowledged said instrument to be the free act and deed of said company.

{Seal}

Mary Ann Yagecic
Notary Public



Signature Page to TM Security Agreement

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