

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Heartland Automotive Services II, Inc.	01/30/2009
RECEIVING PARTY DATA	
Name:	Dymas Funding Company, LLC
Street Address:	One North Franklin Street
Internal Address:	Thirty-Fifth Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6480105
CORRESPONDENCE DATA	
Fax Number:	(713)229-7958
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	713.229.4058
Email:	houtmdpt@bakerbotts.com
Correspondent Name:	Reagan Harris Fibbe
Address Line 1:	910 Louisiana
Address Line 4:	Houston, TEXAS 77002
ATTORNEY DOCKET NUMBER:	078844.0101
NAME OF SUBMITTER:	Reagan Harris Fibbe
Total Attachments: 3 source=Pat6480105#page1.tif source=Pat6480105#page2.tif source=Pat6480105#page3.tif	

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**ASSIGNMENT FOR SECURITY
(TERM LOAN A)**

PATENTS

WHEREAS, HEARTLAND AUTOMOTIVE SERVICES II, INC., a Delaware corporation (the "Assignor"), holds all right, title and interest in the letter patents, design patents and utility patents listed on the annexed Schedule 1A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Assignor has entered into a Security Agreement (Term Loan A), dated as of January 30, 2009 (the "Security Agreement"), in favor of Dymas Funding Company, LLC, in its capacity as Administrative Agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Assignor has caused this Assignment for Security (Term Loan A) to be duly executed by its officer thereunto duly authorized as of January 30, 2009.

HEARTLAND AUTOMOTIVE SERVICES II, INC.

By:


Name: Brian D. Clark

Title: Vice President, Treasurer and Assistant
Secretary

Signature Page to Assignment for Security (Term Loan A)

**SCHEDULE 1A
TO ASSIGNMENT FOR SECURITY (TERM LOAN A)**

Patents and Patent Applications

<u>Title</u>	<u>Owner</u>	<u>Inventor</u>	<u>Issue Date</u>	<u>Patent No.</u>
Method and Apparatus for Alerting Owners of Recommended Vehicle Maintenance	Heartland Automotive Services II, Inc.	Brian S. Edwards	11/12/2002	6,480,105