

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Partssource, Inc.	07/30/2009
<b>RECEIVING PARTY DATA</b>	
Name:	Citizens Bank
Street Address:	4834 Richmond Road
Internal Address:	Suite 200
City:	Cleveland
State/Country:	OHIO
Postal Code:	44128
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	11649518
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(216)241-0816
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	216-622-8200
Email:	ipdocket@calfee.com
Correspondent Name:	Carol A. Costanza
Address Line 1:	c/o Calfee, Halter & Griswold LLP
Address Line 2:	800 Superior Avenue, Suite 1400
Address Line 4:	Cleveland, OHIO 44114-2688
ATTORNEY DOCKET NUMBER:	33895/04000
NAME OF SUBMITTER:	Carol A. Costanza

Total Attachments: 5  
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**PATENT SECURITY AGREEMENT**

THIS PATENT SECURITY AGREEMENT (this "Agreement") is made as of July 30, 2009, by PARTSSOURCE, INC., a Delaware corporation (the "Grantor") in favor of CITIZENS BANK, an Ohio banking corporation (the "Lender").

**RECITALS**

A. The Grantor is the owner of certain Patent Collateral (as defined below).

B. Pursuant to that certain Credit and Security Agreement dated as of July 30, 2009 (as from time to time amended, modified or supplemented, the "Credit Agreement"), among the Grantor, as borrower, the other Loan Parties party thereto, and the Lender, upon the satisfaction of certain terms and conditions contained therein, the Lenders will make certain advances and other financial accommodations available to the Grantor and Grantor will grant a security interest in all of its right, title and interest in and to all of its personal property and assets as security for the Obligations (as defined therein).

C. Grantor has agreed to deliver to the Lender this Agreement to more fully secure and perfect the Lender's security interest in the Patent Collateral.

D. Capitalized terms used herein but not otherwise defined have the meanings attributed to them in the Credit Agreement. Terms not otherwise defined herein or in the Credit Agreement but defined in the Article 9 of the Ohio Uniform Commercial Code (the "UCC") are used herein as defined therein.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, Grantor hereby:

1. Grants to the Lender, as security for the Obligations, a security interest in all of Grantor's right, title and interest in and to the following (except to the extent forbidden by, and, in any case subject to any restrictions on assignment, pledge or the granting of liens thereon), whether now owned, or, hereafter acquired by Grantor, and whether now or hereafter existing (the "Patent Collateral"): all issued patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein together with the reissues, divisions, continuations, extensions and continuations in part thereof, all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world, including, without limitation, those items listed in Exhibit A hereto.

2. Authorizes and requests the Commissioner of Patents and Trademarks Office of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of

the Patents listed in Exhibit A and, subject to any restrictions on assignment and the granting of liens thereon, to all Patent Collateral acquired by Grantor after the date hereof.

3. Agrees that, should Grantor obtain an ownership interest in any new Patent Collateral, including any new issued patent, patent application, or patentable invention, which is not now scheduled on Exhibit A as a part of the Patent Collateral, any such new Patent Collateral will automatically become part of the Patent Collateral secured pursuant to this Agreement. Grantor further agrees that it shall deliver to the Lender a written report, in reasonable detail, upon the Lender's reasonable request from time to time, setting forth any new Patent Collateral, including issued patents, patent applications or patentable invention that Grantor has filed, acquired, created or otherwise obtained since the date hereof. Grantor authorizes the Lender to modify this Agreement by amending Exhibit A hereto (and shall cooperate with the Lender in effecting any such amendment) to include any new Patent Collateral.

4. Authorizes the Lender to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Patent Collateral without the signature of Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Patent Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

5. Agrees that from time to time, at the expense of Grantor, to promptly execute and deliver all further instruments and documents, and take all further action, that the Lender reasonably believes may be necessary or desirable, in order to perfect and protect any pledge or security interest granted or purported to be granted hereby or to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to any part of the Patent Collateral.

6. If any provision of this Agreement conflicts with any provision of the Credit Agreement, the Credit Agreement shall govern.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be signed by its authorized officer and duly attested the day and year first above written.

PARTSSOURCE, INC.



By: A. Ray Dalton

Title: President/CEO

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Ohio  
COUNTY OF Portage

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) SS:  
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On this, the 29th day of July, 2009, before me personally came Arthur P. Dalton, to me known, who, being duly sworn, did depose and state that [he/she] is the President/CEO of PARTSSOURCE, INC., the company described in and which executed the above instrument; and that [he/she] signed [his/her] name thereto by order of the Board of Directors of said company.

Julie Rose Onkka  
Notary Public

[SEAL]

My commission expires JULIE ROSE ONKKA  
Notary Public, State of Ohio, Cuy. Cty.  
My commission expires Oct. 18, 2010

EXHIBIT A

PATENTS

U.S. Patent Application Number 11/649,518 "Method for Sourcing Replacement Parts"; filed 1/03/2007; published 07/05/2007