

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement Termination and Release

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.	FORMERLY JPMorgan Chase Bank	03/21/2006	National Association:

RECEIVING PARTY DATA

Name:	ATC Logistics & Electronics, L.P.
Street Address:	c/o Aftermarket Technology Corp. 1400 Opus Place
Internal Address:	Suite 600
City:	Downers Grove
State/Country:	ILLINOIS
Postal Code:	60515
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2638626	ATC LOGISTICS
Registration Number:	2587977	ATC LOGISTICS
Registration Number:	2587976	ATC L LOGISTICS
Registration Number:	2772974	ATC LOGISTICS
Registration Number:	1885420	ZENER

CORRESPONDENCE DATA

Fax Number: (312)984-7700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-372-2000
 Email: Chicago_IP_Docket@mwe.com
 Correspondent Name: Jennifer M. Mikulina, Esq.
 Address Line 1: 227 West Monroe Street
 Address Line 2: Suite 4400
 Address Line 4: Chicago, ILLINOIS 60606-5096

CH \$140.00 2638626

NAME OF SUBMITTER:	Jennifer Mikulina
Signature:	/Jennifer Mikulina/
Date:	03/23/2006
Total Attachments: 4 source=Trademark Security Agreement (ATC)#page1.tif source=Trademark Security Agreement (ATC)#page2.tif source=Trademark Security Agreement (ATC)#page3.tif source=Trademark Security Agreement (ATC)#page4.tif	

**TRADEMARK SECURITY AGREEMENT
TERMINATION AND RELEASE**

This TERMINATION AND RELEASE (as amended, restated or otherwise modified from time to time, the "Termination and Release") is dated March 21, 2006 and made by JPMorgan Chase Bank, N.A. (successor by merger to JPMorgan Chase Bank, a New York banking corporation), as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), in favor of ATC Logistics & Electronics, L.P., a Delaware limited partnership (formerly ATC Electronics & Logistics, L.P.) ("ATCLE"), parties to the Guarantee and Collateral Agreement, dated as of February 8, 2002 (as amended, supplemented, or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among the Borrower, the Lenders, the Administrative Agent, J.P. Morgan Securities Inc. and Credit Suisse First Boston ("CSFB") as Joint Advisors, Joint Lead Arrangers and Joint Bookrunners, and CSFB, as Syndication Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Guarantee and Collateral Agreement and the Credit Agreement, which is defined below.

WITNESSETH

WHEREAS, pursuant to the Credit Agreement, among JPMorgan Chase Bank, N.A. (successor by merger to JPMorgan Chase Bank, a New York banking corporation), as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders") and Aftermarket Technology Corp. (the "Borrower") (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, ATCLE has executed and delivered the Guarantee and Collateral Agreement, in favor of the Administrative Agent;

WHEREAS, ATCLE and the Lenders have agreed to terminate the Security Agreement and Guarantee and Collateral Agreement and release the continuing security interests in all Intellectual Property (as defined in the Guarantee and Collateral Agreement) and in the Trademarks (as defined in the Guarantee and Collateral Agreement), which ATCLE had previously pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, ATCLE and the Lenders hereby terminate and release the security interests in the trademarks and trademark applications listed on the attached Schedule A as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or

provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

2. Release of Security Interest. The Administrative Agent hereby terminates and releases the continuing security interest in, right of setoff to, assignment of, transfer of, conveyance of, or any claim by the Lenders to the Trademarks (including, without limitation, those items listed on Schedule A hereto).

3. Purpose. This Termination and Release has been executed and delivered by the Borrower and Administrative Agent for the purpose of recording the release of the grant of security interest herein with the United States Patent and Trademark Office.

4. Counterparts. This Termination and Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the Administrative Agent has duly executed this Termination and Release as of the date first written above.

JPMorgan Chase Bank, N.A., as Agent

By: A. F. Maggiore
Title: Anthony Maggiore

IN WITNESS WHEREOF, Borrower has duly executed this Termination and Release as of the date first written above.

ATC Electronics & Logistics, LP

By ACI Electronics Holding Corp., its General Partner

By: _____
Title: _____

2. Release of Security Interest. The Administrative Agent hereby terminates and releases the continuing security interest in, right of setoff to, assignment of, transfer of, conveyance of, or any claim by the Lenders to the Trademarks (including, without limitation, those items listed on Schedule A hereto).

3. Purpose. This Termination and Release has been executed and delivered by the Borrower and Administrative Agent for the purpose of recording the release of the grant of security interest herein with the United States Patent and Trademark Office.

4. Counterparts. This Termination and Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the Administrative Agent has duly executed this Termination and Release as of the date first written above.

JPMorgan Chase Bank, N.A., as Agent

By: _____

Title: _____

IN WITNESS WHEREOF, Borrower has duly executed this Termination and Release as of the date first written above.

ATC Logistics & Electronics, LP



By ACI Electronics Holding Corp., its General Partner

By: Joseph Salamunovich
Joseph Salamunovich

Title: Vice President

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Application Number	Filing Date	Registration Number	Registration Date
 ATC Logistics	76/224,816	3/12/01	2,638,626	10/22/02
ATC LOGISTICS	76/224,362	3/12/01	2,587,977	7/2/02
 ATC Logistics	76/224,361	3/12/01	2,587,976	7/2/02
ATC LOGISTICS	76/224,360	3/12/01	2,772,974	10/14/03
ZENER	74/425,039	8/16/93	1,885,420	3/21/95

CHI99 4603046-3.025605.0224