

RF

07-01-2002



102140411

Form PTO-1594 (Rev. 03.01) OMB No 0651-0027 (exp. 5/31/2002) Tab settings

RECORD & TRACK

DEPARTMENT OF COMMERCE Patent and Trademark Office

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

71-02

1. Name of conveying party(ies): Heartland Automotive Services, Inc. 11308 Davenport Street Omaha, NE 68154

2. Name and address of receiving party(ies) Name: BNP Paribas Internal Address: Street Address: 787 Seventh Avenue City: New York State: NY Zip: 10019

3. Nature of conveyance: Security Agreement Execution Date: March 11, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,265,060 2,178,692

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Tara O'Hagan Internal Address: O'Melveny & Myers LLP Street Address: 153 E. 53rd Street Room 5249 City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41): \$ 65.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: N/A

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. Tara O'Hagan Signature Date: 3/19/02

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

TRADEMARK REEL: 002535 FRAME: 0531



08-27-2002



102032803

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

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

1. Name of conveying party(ies): Heartland Automotive Services, Inc. 11308 Davenport Street Omaha, NE 68154 [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other 3-20-02 Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: BNP Paribas Internal Address: Street Address: 787 Seventh Avenue City: New York State: NY Zip: 10019 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other New York Banking Corporation If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance: [] Assignment [] Merger [x] Security Agreement [] Change of Name [] Other Execution Date: March 11, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,265,060 2,178,692 Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Tara O'Hagan Internal Address: O'Melveny & Myers LLP Street Address: 153 E. 53rd Street Room 5249 City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41): \$ 65.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: N/A (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. Tara O'Hagan Name of Person Signing [Signature] Signature 3/19/02 Date

Total number of pages including cover sheet, attachments, and document.

03/26/2002 LMUELLER 00000294 2265060 01 FC:481 40.00 OP 02 FC:482 25.00 OP

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

TRADEMARK REEL: 002535 FRAME: 0532



GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, HEARTLAND AUTOMOTIVE SERVICES, INC., a Minnesota corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, HEARTLAND AUTOMOTIVE SERVICES, INC., a Minnesota corporation (“**Company**”), has entered into a Credit Agreement dated as of March 11th, 2002 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the “**Credit Agreement**”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”) and **BNP PARIBAS**, as Agent for the Lenders (in such capacity, “**Secured Party**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company;

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the “**Lender Interest Rate Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Interest Rate Agreements are entered into (in such capacity, collectively, “**Interest Rate Exchangers**”);

WHEREAS, pursuant to the terms of a Security Agreement dated as of March 11th, 2002 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the “**Trademark Registrations**”), all common

law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes: (i) whatever is acquired upon the sale, lease, license, exchange, or other disposition of the Trademark Collateral; (ii) whatever is collected on, or distributed on account of, the Trademark Collateral; (iii) rights arising out of the Trademark Collateral; (iv) to the extent of the value of the Trademark Collateral, claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the Trademark Collateral; (v) to the extent of the value of the Trademark Collateral, insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to, the Trademark Collateral (whether or not Secured Party is the loss payee thereof); and whatever is receivable or received when the Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

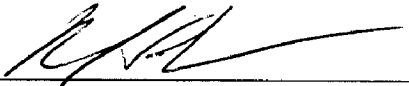
Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor’s rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 11th day of March, 2002.

HEARTLAND AUTOMOTIVE SERVICES, INC.

By: 
Name: Roy J. Schumacher
Title: CEO

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Heartland Automotive Services, Inc.	TRAVELSIZE	2,265,060	7/27/99
Heartland Automotive Services, Inc.	ISN'T IT ABOUT TIME?	2,178,692	8/4/98



O'MELVENY & MYERS LLP

LOS ANGELES
CENTURY CITY
IRVINE
MENLO PARK
NEWPORT BEACH
SAN FRANCISCO



Citigroup Center
153 East 53rd Street
New York, New York 10022-4611

TELEPHONE (212) 326-2000
FACSIMILE (212) 326-2061
INTERNET: www.omm.com

TYSONS CORNER
WASHINGTON, D.C.
HONG KONG
LONDON
SHANGHAI
TOKYO

March 19, 2002

OUR FILE NUMBER
088,188-026

WRITER'S DIRECT DIAL
212 326-2882

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

WRITER'S E-MAIL ADDRESS
tohagan@omm.com

Re: Grant of Trademark & Patent Security Interest

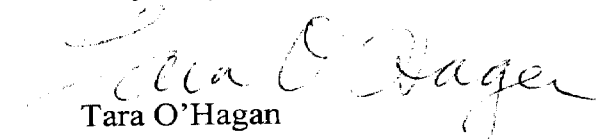
Dear Sir or Madam:

Attached please find the following:

- (1) Grant of Trademark Security Interest dated 3/11/02;
- (2) Grant of Patent Security Interest dated 3/11/02;
- (3) the completed Recordation Form Cover Sheets; and
- (4) two checks for the appropriate filing fee amounts of \$40.00 and \$65.00.

Please file and record the enclosed Assignments with the USPTO.

Very truly yours,


Tara O'Hagan

Enclosures

cc: Kerri Arnone, Esq.

NY1:850677.1



MAY 17, 2002

PTAS

Commissioner for Trademarks
Arlington, VA 22202-3513
www.uspto.gov

O'MELVENY & MYERS LLP
TARA O'HAGAN
153 E. 53RD STREET, ROOM 5249
NEW YORK, NEW YORK 10022



102032803A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 102032803

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. THE PERSON SUBMITTING THE DOCUMENT MUST SIGN AND DATE THE DOCUMENT.

ALLYSON PURNELL, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

RECORDED: 07/01/2002

TRADEMARK
REEL: 002535 FRAME: 0538