

07-02-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027- (exp. 6/30/2005)



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

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7-2-03

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

1. Name of conveying party(ies):

Merchant's Incorporated

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State (DE), Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: April 24, 2003

2. Name and address of receiving party(ies):

Name: JPMorgan Chase Bank, as Collateral Agent

Internal Address:

Street Address: P.O. Box 2558

City: Houston State: TX ZIP: 77252

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/564,275

B. Trademark Registration No.(s)

2,248,803 ; 2,077,075 ; 2,389,988 ; 2,078,719 ; 1,420,446 ; 1,743,581 ; 1,907,199

Additional number(s) attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Alison J. Winick, Esq.

Internal Address: Simpson Thacher & Bartlett LLP

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41): \$ 215.00

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

8. Deposit account number:

(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.

Alison J. Winick, Esq. Name of Person Signing

Signature

7/1/03 Date

Total number of pages including cover sheet, attachments, and document: 8

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

TRADEMARK REEL: 002768 FRAME: 0497

GRANT OF
SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), dated as of April 24, 2003 is made by Merchant's Incorporated, in favor of JPMorgan Chase Bank, as Collateral Agent (in such capacity, the "Collateral Agent") for (i) the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of March 31, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TBC Corporation (the "Borrower"), the Lenders, the Administrative Agent and the Co-Administrative Agent and (ii) The Prudential Insurance Company of America ("Prudential") party to the Second Amended and Restated Note Agreement dated as of April 1, 2003 (as amended, supplemented or otherwise modified from time to time, the "Existing Note Agreement") between Prudential and the Borrower and party to the Note Purchase Agreement dated as of April 1, 2003 (as amended, supplemented or otherwise modified from time to time, the "Additional Note Agreement") among Prudential, certain affiliates, managed accounts or funds of Prudential (the "Prudential Affiliates") and the Borrower (the Existing Note Agreement and the Additional Note Agreement collectively referred to as the "Note Agreements") (the Lenders, Prudential and the Prudential Affiliates being collectively referred to as the "Secured Parties").

W I T N E S S E T H:

WHEREAS, pursuant to 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; and

WHEREAS, in connection with the Credit Agreement, Merchant's Incorporated has executed and delivered a Guarantee and Collateral Agreement, dated as of March 31, 2003, as a grantor party (the "Grantor") in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has pledged and granted to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 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.

SECTION 2. Grant of Security Interest. Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Collateral Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement 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 parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MERCHANT'S INCORPORATED

By: [Signature]
Name: Tim J. Miller
Title: V.P. & Treasurer

JPMorgan Chase Bank (formerly known as THE CHASE MANHATTAN BANK) as Collateral Agent for the Secured Parties

By: _____
Name:
Title:

STATE OF TENNESSEE)
) SS
COUNTY OF SHELBY)

On the 22ND day of April, 2003, before me personally came Tim J. Miller, who is personally known to me to be the VP + TREASURER of Merchant's Incorporated, a Delaware Corporation; who, being duly sworn, did depose and say that she/he is the VP + TREASURER in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Sandy S. Rose
Notary Public

MY COMMISSION EXPIRES:
September 13, 2005

(PLACE STAMP AND SEAL ABOVE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MERCHANT'S INCORPORATED

By: _____
Name:
Title:

JPMorgan Chase Bank (formerly known as THE CHASE
MANHATTAN BANK) as Collateral Agent for the
Secured Parties

By: Bruce Yoder
Name: Bruce Yoder
Title: Vice President

STATE OF)
) ss
COUNTY OF)

On the 15th day of April, 2003, before me personally came Bruce Yoder, who is personally known to me to be the Vice President of JPMorgan Chase Bank, a New York Corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Patricia S. Crego
Notary Public
PATRICIA S. CREGO
Notary Public in the State of New York
Monroe County
Commission Expires February 28, 2006
(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Team Merchant's Performance Specialists		
United States	2,248,803	09/17/2000
29 Minutes or Less, Tire Express		
United States	2,077,075	07/18/1997
No One Cares for Your Car Like Merchant's		
United States	2,389,988	09/26/2000
Ready to Roll Tire Pricing		
United States	75/564,275	Subject to Pending opposition filing
Merchant's Maintenance Alert		
United States	2,078,719	07/15/1997
Merchant's Tire & Auto Center		
United States	1,420,446	11/14/87 11/30/92 04/05/93
Service That You Trust – Guaranteed		
United States	1,743,581	12/29/1992
Merchant's		
United States	1,907,199	07/28/1995

SIMPSON THACHER & BARTLETT LLP

425 LEXINGTON AVENUE
NEW YORK, N.Y. 10017-3954
(212) 455-2000

FACSIMILE: (212) 455-2502

DIRECT DIAL NUMBER

(212) 455-2276

E-MAIL ADDRESS

AWinick@stblaw.com

VIA EXPRESS MAIL

July 1, 2003

Re: Recordation of Security Agreement

Commissioner of Patents and Trademarks
U.S. Patent and Trademark Office
Assignment Division
1213 Jefferson Davis Hwy, 3rd Floor
Arlington, VA 22202

Dear Madam or Sir:

Enclosed for recording please find a Security Agreement in favor of
JPMorgan Chase Bank, as Collateral Agent, covering 8 U.S. trademarks.

Also completed and enclosed is form PTO-2038, authorizing credit card
payment in the amount of \$ 215.00 to cover the filing fee. Please return confirmation of this
filing to me at my firm's address as listed above.

Thank you for your consideration.

Respectfully submitted,


Alison J. Winick

Enclosures

LONDON

HONG KONG

TOKYO

LOS ANGELES

PALO ALTO

RECORDED: 07/02/2003

TRADEMARK
REEL: 002768 FRAME: 0505