

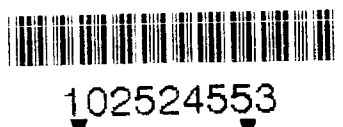
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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 9/31/2002) Tab settings



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): Earl Scheib, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation (Delaware) [] Other Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies) Name: Wells Fargo Foothill, Inc. Internal Address: Street Address: 2450 Colorado Ave., Suite 3000 West City: Santa Monica State: CA Zip: 90404 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [X] Corporation California [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] 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: August 4, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2188353, 2253997, 1996854, 856235 Additional number(s) attached [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Tammy Long Internal Address: Street Address: c/o Alschuler Grossman Stein & Kahan 1620 26th Street, Fourth Floor, North Tower City: Santa Monica State: CA Zip: 90404

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$ 115.00 [X] Enclosed [] Authorized to be charged to deposit account

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. Tammy Long Name of Person Signing Signature August 7, 2003 Date Total number of pages including cover sheet, attachments, and document: 3

08/13/2003 DBYRME 00000130 2188353 01 FC:8521 02 FC:8522 40.00 OP 75.00 OP

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

TRADEMARK REEL: 002800 FRAME: 0904

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS AND TRADEMARK APPLICATIONS)

WHEREAS, Earl Scheib, Inc., a Delaware corporation (the "Assignor"), has adopted, used and is using and holds all right, title and interest in and to, the trademarks and service marks listed on **Schedule 1** hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Loan and Security Agreement, dated as of August 4, 2003 (as amended or otherwise modified from time to time, the "Loan Agreement"), in favor of Wells Fargo Foothill, Inc., a California corporation (the "Assignee"), and other agreements in connection therewith (collectively with the Loan Agreement, the "Loan Documents"); and

WHEREAS, pursuant to the Loan Documents, the Assignor wishes to grant to the Assignee for the benefit of Assignee a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks 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 "Trademark Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant to the Assignee for the benefit of Assignee a continuing security interest in the Trademark Collateral to secure the prompt payment, performance and observance of the Obligations.

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

IN WITNESS WHEREOF, the Assignor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of August 4, 2003.

EARL SCHEIB, INC.,
a Delaware corporation

By: 

Title: _____

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

(TRADEMARKS AND TRADEMARK APPLICATIONS)

Trademarks and Trademark Applications Owned
by Earl Scheib, Inc.

<u>Mark</u>	<u>Reg./App. No.</u>	<u>Reg. Date</u>	<u>Class</u>	<u>Goods/Services</u>
EURO-CLEAR	2188353	September 8, 1998	Int'l - 2; US - 6, 11, 16	Automotive Paints
EURO-PAINT	2253997	June 15, 1999	Int'l - 2; US - 6, 11, 16	Automotive Paints
EARL SCHEIB PAINT & BODY (and Design)	1996854	August 27, 1996	Int'l - 37; US - 100, 103, 106	Automotive Painting and Associated Services – Namely, Touch-up and Body Work Thereon
(Design only)	856235	September 3, 1968	Int'l - 37; US - 103	Automotive Painting and Associated Services – Namely, Touch-up and Body Work Thereon