

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eckler Industries, Inc.		07/12/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	280 Park Avenue		
Internal Address:	22nd Floor East		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2281092	AUTOMOTION	
Registration Number:	1234031	AUTOMOTION	
Registration Number:	2281111	AUTOMOTION	
Registration Number:	2660089	AUTOMOTION.COM	
Registration Number:	1736397	PERFORMANCE PRODUCTS	
Registration Number:	2470955	PERFORMANCEPRODUCTS.COM	
Registration Number:	2264851	W WELTMEISTER	
Registration Number:	2277752	W WELTMEISTER	
Registration Number:	1287049	W WELTMEISTER	
Registration Number:	3207488	W WELTMEISTER	
Registration Number:	2264828	WELTMEISTER	
Registration Number:	1287048	WELTMEISTER	
Registration Number:	2281093	WELTMEISTER	

Registration Number:	2951953	WELTMEISTER.COM
Registration Number:	1660186	ECKLER'S
Registration Number:	3376310	CLASSIC UPGRADZ
Registration Number:	3207448	CARDINAL

CORRESPONDENCE DATA

Fax Number: 2156562498
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (215)656-2458
 Email: pto.phil@dlapiper.com
 Correspondent Name: IP Group of DLA Piper LLP (US)
 Address Line 1: 1650 Market Street, Suite 4900
 Address Line 2: One Liberty Place
 Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	William L. Bartow
Signature:	/william l. bartow/
Date:	07/13/2012

Total Attachments: 6
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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "*Agreement*"), effective as of July 12, 2012 is made by ECKLER INDUSTRIES, INC., a Delaware corporation, located at 5200 S. Washington Ave., Titusville, FL 32780 ("*Industries*" or the "*Grantor*"), in favor of ARES CAPITAL CORPORATION, a Maryland corporation ("*ARCC*"), located at 280 Park Avenue, 22nd Floor East, New York, NY 10017, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, "*Collateral Agent*").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of July 12, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Eckler Holdings, Inc., a Delaware corporation ("*Parent*"), its subsidiaries signatory thereto as guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, Eckler Buyer, Inc., a Delaware corporation (the "*Borrower*"), the lenders from time to time party thereto (each a "*Lender*" and, collectively, the "*Lenders*"), ARCC, as administrative agent for the Lenders and the Collateral Agent, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the rights and obligations of the Borrower under the Credit Documents are to be assumed by Industries immediately following the date hereof.

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other affiliates of Industries have executed and delivered a Security Pledge Agreement, dated as of July 12, 2012, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Security Pledge Agreement*");

WHEREAS, pursuant to the Security Pledge Agreement, the Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property, including the Trademarks set forth on Schedule A hereto;

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, 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 with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under all of its Trademarks including, without limitation, those listed on Schedule A hereto (collectively, the "***Trademark Collateral***") and any such Trademarks acquired, created or developed during the term of the Credit Agreement, to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured 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 Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed by one or more of the parties thereto on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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.

ECKLER INDUSTRIES, INC.,
a Delaware corporation,
as Grantor

By: 


Name: Gordon Liao

Title: Vice President and Secretary

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 004820 FRAME: 0911

ARES CAPITAL CORPORATION,
a Maryland corporation,
as Collateral Agent

By: 
Name: MARK AFFOLTER
Title: AUTHORIZED SIGNATORY

SCHEDULE A

Trademark Registrations and Applications

Country	Trademarks/Trade Names	Record Owner	Status	Filing date	Reg. No.	Reg. Date
US	AUTOMOTION – IC 35	Eckler Industries, Inc.	Registered	6/4/1998	2281092	9/28/1999
US	AUTOMOTION – IC 42	Eckler Industries, Inc.	Registered	10/5/1981	1234031	4/5/1983
US	AUTOMOTION (Stylized) – IC 35	Eckler Industries, Inc.	Registered	6/8/1998	2281111	9/28/1999
US	AUTOMOTION.COM	Eckler Industries, Inc.	Registered	2/11/2000	2660089	12/10/2002
EU	AUTOMOTION IC 35, 39	Eckler Industries, Inc.	Registered	9/28/2000	1882802	2/4/2002
US	PERFORMANCE PRODUCTS & Design – IC 12, 42	Eckler Industries, Inc.	Registered	3/11/1991	1736397	4/20/1993
US	PERFORMANCEPRODUCTS.COM – IC 16, 35	Eckler Industries, Inc.	Registered	6/18/1999	2470955	7/24/2001
EU	PERFORMANCEPRODUCTS.COM – IC 16, 35	Eckler Industries, Inc.	Registered	12/15/1999	1426212	6/2/2001
US	W WELTMEISTER & Design – IC 9	Eckler Industries, Inc.	Registered	6/8/1998	2264851	7/27/1999
US	W WELTMEISTER & Design – IC 12	Eckler Industries, Inc.	Registered	6/8/1998	2277752	9/14/1999
US	W WELTMEISTER & Design – IC 12	Eckler Industries, Inc.	Registered	4/11/1983	1287049	7/24/1984
US	W WELTMEISTER & Design – IC 12	Eckler Industries, Inc.	Registered	6/8/2005	3207488	2/13/2007
US	WELTMEISTER – IC 9	Eckler Industries, Inc.	Registered	6/4/1998	2264828	7/27/1999
US	WELTMEISTER – IC 12	Eckler Industries, Inc.	Registered	3/28/1983	1287048	7/24/1984
US	WELTMEISTER – IC 12	Eckler Industries, Inc.	Registered	6/4/1998	2281093	9/28/1999
EU	WELTMEISTER – IC 7, 8, 9, 12	Eckler Industries, Inc.	Registered	9/29/2000	1877703	12/12/2002
US	WELTMEISTER.COM – IC 35	Eckler Industries, Inc.	Registered	2/11/2000	2951953	5/17/2005
US	ECKLER'S	Eckler Industries, Inc.	Registered	7/6/1990	1660186	10/8/1991
Florida State	ECKLER'S & Design IC 6, 17, 19	Eckler Industries, Inc.	Registered		915182	2/10/1975
US	CLASSIC UPGRADZ – IC 7, 9, 11, 12, 16	Eckler Industries, Inc.	Registered	7/1/2005	3,376,310	1/29/2008

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**TRADEMARK
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Country	Trademarks/Trade Names	Record Owner	Status	Filing date	Reg. No.	Reg. Date
JN	WELTMEISTER – IC 7, 8, 9, 12	Four Wheel Drive Hardware, LLC	Registered	10/3/2000	45654332	5/10/2002
US	CARDINAL – IC 12	Eckler Industries, LLC	Registered	4/21/2005	3207448	2/13/2007

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