

12-17-2002

12-16-02

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings



102312775

ET

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):

12-16-02

Phillips & Temro Industries, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State North Dakota
- Other

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

2. Name and address of receiving party(ies)

Name: American Capital Financial Services Internal Inc.

Address: _____

Street Address: 2 Bethesda Metro Center, 14th

Floor

City: Bethesda State: MD Zip: 20814

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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 No

3. Nature of conveyance:

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

Execution Date: November 8, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,060,577 2,115,082 2,361,419
2,015,341 670,862 819,039

Additional number(s) attached Yes No

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

Name: Paul C. Jorgensen

Internal Address: _____

Street Address: Patton Boggs LLP

2550 M Street, N.W.

City: Washington State: DC Zip: 20037

6. Total number of applications and registrations involved: _____

11

7. Total fee (37 CFR 3.41).....\$ 290.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500-709

(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.

Paul C. Jorgensen

Name of Person Signing

Signature

12/16/02

Date

22

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

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

12/17/2002 LMIELLER 0000124 500709 2060577

40.00 CH
250.00 CH

01 FC:0521
02 FC:0522

TRADEMARK

REEL: 002634 FRAME: 0586

TRADEMARK APPLICATION NUMBERS AND REGISTRATION NUMBERS
CONTINUATION SHEET

REGISTRATION NUMBERS:

1,321,505

1,238,016

1,218,145

2,361,707

2,392,455

TRADEMARK AND LICENSE SECURITY AGREEMENT

TRADEMARK AND LICENSE SECURITY AGREEMENT ("Agreement") dated as of November 8, 2002, made by Phillips & Temro Industries Inc., a North Dakota corporation ("Grantor"), in favor of AMERICAN CAPITAL FINANCIAL SERVICES, INC., as administrative agent (the "Agent") for the purchasers ("Purchasers") who are party to that certain Note and Equity Purchase Agreement of even date herewith (as the same may hereafter be amended or otherwise modified from time to time, the "Note and Equity Purchase Agreement") by and among Grantor (as successor-by-merger), PTI Acquisition Ltd. (to be renamed Phillips & Temro Industries Ltd.) ("PTI CAN"), Phillips & Temro Holdings LLC ("Parent"), Purchasers and Agent.

WITNESSETH:

WHEREAS, Purchasers, Agent, PTI CAN, Parent and Grantor have entered into the Note and Equity Purchase Agreement pursuant to which Purchasers have, subject to certain conditions precedent, agreed to purchase the Notes; and

WHEREAS, Purchasers have required as a condition, among others, to the purchase of the Notes, in order to secure the prompt and complete payment, observance and performance of all of Grantor's obligations and liabilities hereunder, under the Note and Equity Purchase Agreement, and under all of the other instruments, documents and agreements executed and delivered by Grantor to Agent in connection with the Note and Equity Purchase Agreement (all such obligations and liabilities being hereinafter referred to collectively as the "Obligations"), that Grantor execute and deliver this Agreement to Agent for its benefit and the ratable benefit of Purchasers.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Defined Terms.
 - (i) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Note and Equity Purchase Agreement shall have the meanings specified in the Note and Equity Purchase Agreement.
 - (ii) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.
 - (iii) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Grantor hereby grants to Agent, for the ratable benefit of Purchasers, a security interest, with power of sale to the extent permitted by applicable law, in all of Grantor's now owned or existing and filed and hereafter acquired or arising and filed:

- (i) trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A attached hereto, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this Section 2(i), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");
- (ii) the goodwill of Grantor's business connected with and symbolized by the Trademarks; and
- (iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications, whether Grantor is licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B attached hereto, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of Agent's rights under the Note and Equity Purchase Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement which by its terms prohibits the grant of the security interest contemplated by this Agreement.

3. Restrictions on Future Agreements. After the date hereof, Grantor will not, without the prior written consent of Agent (such consent not to be unreasonably withheld or delayed), enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Grantor further agrees that it will not take any action, and will use its commercially reasonable efforts not to permit any action to be taken by licensees or others subject to its control, or fail to take any action, which would in any adverse material respect affect the validity or enforcement of the rights transferred to Agent under this

Agreement or the rights associated with those Trademarks which are necessary or desirable in the operation of Grantor's business.

4. New Trademarks. Grantor represents and warrants that the Trademarks and Licenses listed on Schedules A and B, respectively, include all of the trademarks, trademark registrations, trademark applications, trade names (used within the last three years), service marks, service mark registrations, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks and service mark applications now owned or held by Grantor. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, trade names, service marks, service mark registrations, service mark applications or license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks or service mark applications or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, trade name, service mark, service mark registration or service mark application, the provisions of Section 2 shall automatically apply thereto and Grantor shall give to Agent prompt written notice thereof. Grantor hereby authorizes Agent to modify this Agreement by (a) amending Schedules A or B, as the case may be, to include any future trademarks, trademark registrations, trademark applications, trade names, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, service marks, service mark registrations, service mark applications and trade names that are Trademarks or Licenses under Section 2, or under this Section 4, and (b) filing, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedules A or B thereto, as the case may be, such future trademarks, trademark applications, trade names, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and trade names which are Trademarks or Licenses under Section 2 or this Section 4.

5. Royalties. Grantor hereby agrees that the use by Agent of the Trademarks and Licenses as authorized pursuant to Section 11 shall be, to the extent permitted by applicable law, coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent to Grantor.

6. Nature and Continuation of Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Obligations have been paid in full and the Note and Equity Purchase Agreement terminated in accordance with its terms. At such time, the rights granted to Agent hereunder shall also terminate and Agent shall deliver to Grantor all such documents and instruments as may reasonably be necessary to terminate the Liens created pursuant to this Agreement and to evidence such termination, including, without limitation, the rights granted under Section 21.

7. Further Assignments and Security Interests. From and after the occurrence and during the continuance of an Event of Default, and subject to the terms of the Note and Equity Purchase Agreement, Grantor agrees that Agent or a conservator appointed by Agent, shall have the right to establish such reasonable additional product quality controls as Agent or such

conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks. Grantor agrees (i) except as provided in the Security Agreement, not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior written consent of Agent, such consent not to be unreasonably withheld, (ii) use reasonable efforts to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (iii) not to change the quality of such products in any material adverse respect without the prior written consent of Agent, such consent not to be unreasonably withheld.

8. Duties of Grantor. Grantor shall have the duty, to the extent desirable in the normal conduct of Grantor's business and consistent with Grantor's current business practices (i) to use reasonable efforts to prosecute diligently any trademark applications or service mark applications that are part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make applications for trademarks and service marks as Grantor deems appropriate, and (iii) to take reasonable steps to preserve and maintain all of Grantor's rights in the trademark applications, service mark applications and trademark and service mark registrations that are part of the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Grantor shall not abandon any material trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or shall be necessary or economically desirable, in the Grantor's reasonable judgment, in the operation of the Grantor's business. Grantor agrees to retain an experienced trademark attorney for the filing and prosecution of all such applications and other proceedings. Agent shall not have any duty with respect to the Trademarks. Without limiting the generality of the foregoing, Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at its option during the continuance of an Event of Default, and all reasonable expenses incurred in connection therewith shall be for the sole account of Grantor and added to the Obligations secured hereby.

9. Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, and subject to the terms of the Note and Equity Purchase Agreement, Agent shall have the right, but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement. Grantor shall, upon demand, promptly reimburse and indemnify Agent for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this Section 9 (including, without limitation, all reasonable attorneys' and paralegals' fees). If, for any reason whatsoever, Agent is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.

10. Waivers. No course of dealing between Grantor and Agent, and no failure to exercise or delay in exercising on the part of Agent any right, power or privilege hereunder or under the Note and Equity Purchase Agreement shall operate as a waiver of any of Agent's rights, powers or privileges. No single or partial exercise of any right, power or privilege

hereunder or under the Note and Equity Purchase Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Agent's Exercise of Rights and Remedies Upon Event of Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Note and Equity Purchase Agreement, or any other agreement executed in connection therewith. Without limiting the generality of the foregoing, Grantor acknowledges and agrees that (i) the Trademarks and the Licenses comprise a portion of the Collateral and Agent shall have the right to exercise its rights under the Note and Equity Purchase Agreement with respect to the Trademarks and the Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence and during the continuance of an Event of Default, Agent or its nominee may use the Trademarks and the Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell Grantor's inventory, or otherwise in connection with the conduct of Grantor's business.

12. Authority of Agent. Grantor acknowledges that the rights and responsibilities of Agent under this Agreement with respect to any action taken by Agent or the exercise or nonexercise by Agent of any right or remedy provided for herein or resulting or arising out of this Agreement shall, as between Agent and Purchasers, be governed by the Note and Equity Purchase Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between Agent and Grantor, Agent shall be conclusively presumed to be acting as agent for Purchasers with full and valid authority so to act or refrain from acting, and Grantor shall be under no obligation, or entitlement, to make any inquiry respecting such authority.

13. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by all the parties hereto.

15. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Grantor hereby irrevocably appoints Agent as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise to carry out the acts described below. Subject to the terms of the Note and Equity Purchase Agreement, upon the occurrence and during the continuance of an Event of Default and the giving by Agent of written notice to Grantor of Agent's intention to enforce its rights and claims against Grantor, Grantor hereby authorizes Agent to, in its sole discretion (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of

the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as Agent deems is in the best interest of Agent and Purchasers, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms. Agent shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 15 without taking like action with respect to the entire goodwill of Grantor's business connected with the use of, and symbolized by, such Trademarks. Grantor hereby ratifies all actions that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Note and Equity Purchase Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located.

16. Binding Effect; Benefits. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Agent and its nominees, successors and assigns as permitted by the Note and Equity Purchase Agreement. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however, that Grantor shall not voluntarily assign its obligations hereunder without the prior written consent of Agent.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as distinguished from the conflicts of law provisions) and decisions of the State of Illinois.

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Note and Equity Purchase Agreement.

19. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

20. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

21. Right to Record Security Interest. Agent shall have the right, but not the obligation, at the expense of Grantor, to record this Agreement in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by Agent, and Agent shall advise Grantor of such recordings. Upon satisfaction in full of the Obligations and termination of the Note and Equity Purchase Agreement in accordance with its terms, Grantor shall have the right to effect the recording of such satisfaction or termination at the expense of Grantor in the United States Patent and Trademark Office and with such other

recording authorities deemed reasonable and proper by Grantor. Agent and Grantor shall cooperate to effect all such recordings hereunder.

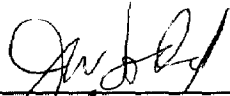
22. Subordination Agreement. This Agreement is subject to the terms of that certain Subordination Agreement, dated as of the date hereof, by and among Phillips & Temro Holdings LLC, a Delaware limited liability company, PTI US, PTI CAN, Agent and LaSalle Bank National Association, a national banking association, as administrative agent for the lenders under the Senior Credit Agreement, which Subordination Agreement is incorporated herein by reference.

[SIGNATURE PAGE FOLLOWS]

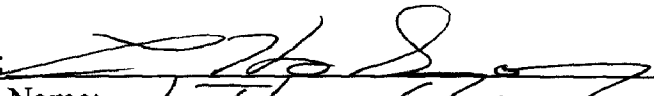
(Signature Page to Trademark and License Security Agreement)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

**PHILLIPS & TEMRO INDUSTRIES INC., a
North Dakota corporation**

By: 
Name: JAMES W. TODD
Title: PRESIDENT / CEO

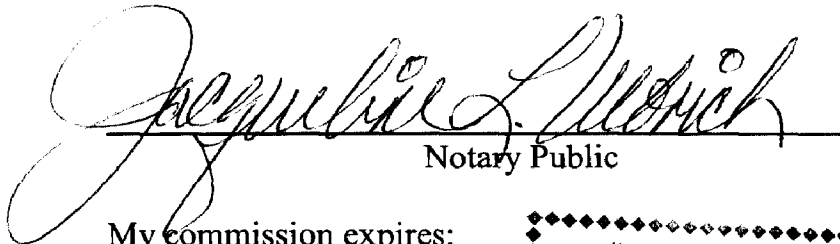
**AMERICAN CAPITAL FINANCIAL
SERVICES, INC., as Agent for the Purchasers**

By: 
Name: L. Thomas Gregory
Title: Vice President

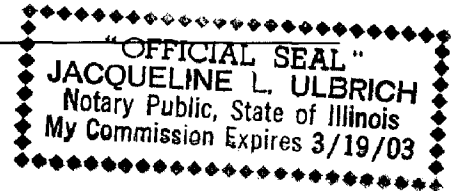
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing TRADEMARK AND LICENSE SECURITY AGREEMENT was executed and acknowledged before me this 24 day of November, 2002, by JAMES R. TOD, personally known to me to be the PRESIDENT of Phillips & Temro Industries Inc., a North Dakota corporation, on behalf of such entity.

(SEAL)


Notary Public

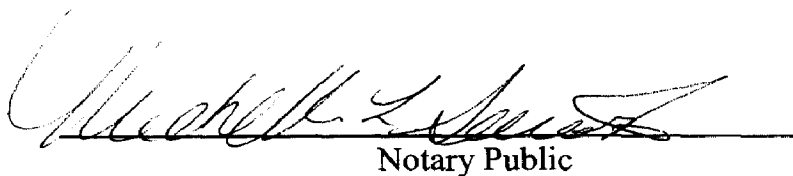
My commission expires: _____



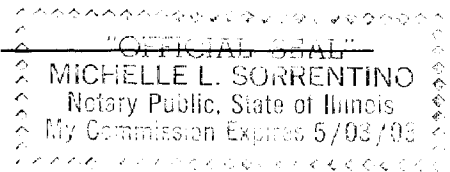
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing TRADEMARK AND LICENSE SECURITY AGREEMENT was executed and acknowledged before me this 8 day of November, 2002, by _____, personally known to me to be the Thomas Gregory VP of AMERICAN CAPITAL FINANCIAL SERVICES, INC., a Delaware corporation, on behalf of such entity.

(SEAL)


Notary Public

My commission expires: _____



SCHEDULE A

to Trademark and License Security Agreement

TRADEMARKS

Grantor has the following trademarks:

See attached.



The Budd Company
Trademark Portfolio by Family
U.S. and Foreign -- Active Cases

HDP Case ID	Country	Classes	Appln. No. Filing Date	Reg. No. Reg. Date/Renewed	Renewal Due Affidavit Due	Status/Substatus
Client Ref. No.						
2872P-200262/US	United States	7	75/010121 10/13/1995	2060577 05/13/1997	5/13/2007 5/13/2003	Registered
	Mark: SMARTSHOT				Owner/Assignee: Phillips & Temro Industries Inc.	
	Goods: Starting fluid control system consisting of a fluid cylinder attached to the engine, and related electrical switch, metal brackets, and hoses for adding starting fluid to internal combustion engines to aid in starting.					
2872P-300262/CA	Canada		802007 01/18/1996	471479 02/24/1997	2/24/2012	Registered
	Mark: SMARTSHOT				Owner/Assignee: Phillips & Temro Industries Inc. Agent: Fillmore & Riley	
	Goods: Starting fluid control systems comprising mechanisms for adding starting fluid to internal combustion engines to aid in starting.					
2872P-200263/US	United States	11; 7	75/010120 10/13/1995	2115082 11/25/1997	11/25/2007 11/25/2003	Registered
	Mark: PHILLIPS & TEMRO				Owner/Assignee: Phillips & Temro Industries Inc.	
	Goods: 7: Starting fluid injectors for injecting metered volumes of either of the like into the intake manifold of an engine. 11: Cold weather starting devices for vehicles, namely, gas fired tank type engine block heaters; electric and propane tank type engine and fluid warming units; portable electric and propane heaters for engine oil, coolant and metal containers of liquid; electric diesel fuel warmers; electric starting aid kits comprising a battery warmer, oil pan heater, tank heater, electric coolant circulating pump, junction block with weatherproof slave receptacle and connecting cable; electric dip stick heaters, electric deadbolt heaters; electric frost plug heaters; electric external tank type heaters; electric oil pan heaters; electric diesel, engine block heater; electric battery warmers; electric radiator hose heaters; electric and propane circulation heaters for engine coolant; electric interior car warmers; electric and diesel fuel powered engine and cab heaters; and electric and propane bus and truck cab heaters.					
2872P-200418/US	United States	7	75/546231 09/01/1998	2361419 06/27/2000	6/27/2010 6/27/2006	Registered
	Mark: 'EM Design'				Owner/Assignee: Phillips & Temro Industries Inc.	
	Goods: Mufflers and silencers for machine engines.					



The Budd Company
Trademark Portfolio by Family
U.S. and Foreign -- Active Cases

HDP Case ID Client Ref. No.	Country	Appl. No. Filing Date	Reg. No. Reg. Date/Renewed	Renewal Due Affidavit Due	Status/Substatus
2872P-300263/CA	Canada	801470 01/11/1996	490997 03/05/1998	3/5/2013	Registered
Mark: PHILLIPS & TEMRO					
Goods: (1) Cold weather starting devices for vehicles, namely, manual cold weather starting fluid injection kits for engines; gas fired tank type engine and fluid warming units; portable electric and propane heaters for engine oil, coolant and metal containers of liquid; electric diesel fuel warmers; electric starting aid kits and comprising a battery warmer, oil pan heater, tank heater, electric coolant circulating pump, junction block with weatherproof slave receptacle, and connecting cable; starting fluid injectors, both electrical and manual, for injecting metered volumes of starting fluid or ether or the like into the intake manifold of an engine; electric dip stick heaters; electric headbolt heaters; electric frost plug heaters; electric external tank type heaters; electric oil pan heaters; electric diesel engine block heater; electric battery warmers; electric radiator hose heaters; electric and propane circulation heaters for engine coolant; electric interior car warmers; electric and diesel fuel powered engine cab heaters; and electric and propane bus and truck cab heaters.					
Owner/Assignee: Phillips & Temro Industries Inc. Agent: Borden Ladner Gervais LLP - Ot					
2872P-300263/EM	Community Trademark	417550 12/09/1996	417550 11/22/2000	12/9/2006	Registered
Mark: PHILLIPS & TEMRO					
Goods: Class 7: Exhaust silencers for internal combustion engines; exhaust silencers for industrial gas and diesel engines; engine starters and standby units; gas engine driven electrical starters, combined AC/DC starter and standby generators; cold weather starting devices for vehicles; manual cold weather starting fluid injection kits for engines; starting fluid injectors; starting fluid injectors, both electrical and manual, for injecting metered volumes of ether or similar goods into the intake manifold of an engine. Class 9: Portable electrical booster units, portable battery boosting and charging units. Class 11: Heating accessories for vehicles; gas fired tank type engine block heaters; electrical and propane tank heater type engine warming units; portable electrical and propane heaters for engine oil, coolant and metal containers of liquid; diesel fuel warmers; propane gas fired engine heaters; electrical starting aid kits including a battery warmer, oil pan heater, tank heater, electrical coolant circulating pump, junction block with weatherproof slave receptacle, and connecting cable; electric dip stick heaters; electric headbolt heaters; electric frost plug heaters; electric external tank type heaters; electric oil pan heaters; electric diesel engine block heater; electric battery warmers; electric radiator hose heaters; electric interior car warmers; diesel fuel powered engine and cab heaters; bus and truck cab heaters.					
Owner/Assignee: Phillips & Temro Industries Inc. Agent: Marks & Clark (GB)					
2872P-300270/CA	Canada		391296 12/06/1991	12/16/2006	Registered
Mark: LITTLE BUDDY					
Goods: Automotive interior warmers.					
Owner/Assignee: Phillips & Temro Industries Inc.					

10/25/2002

Prepared by Hamess, Dickey & Pierce, P.L.C.

Page 2



Harness, Dickey & Pierce

The Budd Company
Trademark Portfolio by Family
U.S. and Foreign -- Active Cases

HDP Case ID	Country	Classes	Appl. No. Filing Date	Reg. No. Reg. Date/Renewed	Renewal Due Affidavit Due	Status/Substatus
2872P-300263/NO	Norway	11; 7	967396 11/20/1996	201832 03/09/2000	3/9/2010	Registered
<p>Mark: PHILLIPS & TEMRO</p> <p>Owner/Assignee: Phillips & Temro Industries Inc. Agent: Tandbergs Patentkontor A - S</p> <p>Goods: Class 7: Exhaust silencers for internal combustion engines including exhaust silencers for industrial gas and diesel engines; and engine starters and standby units namely, portable electrical booster units, portable battery boosting and charging units, gas engine driven electrical starters, and combined AC/DC starter and standby generators. Class 11: Cold weather starting devices and heating accessories for vehicles namely, manual cold weather starting fluid injection kits for engines; starting fluid injectors; gas fired tank type engine block heaters; electrical and propane tank heater-type engine warming units; portable electrical and propane heaters for engine oil, coolant and metal containers of liquid; diesel fuel warmers; propane gas fired engine heaters; electrical starting aid kits including a battery warmer, oil pan heater, tank heater, electrical coolant circulating pump, junction block with weatherproof slave receptacle, and connecting cable; starting fluid injectors, both electrical and manual, for injecting metered volumes of ether or the like into the intake manifold of an engine; electric external tank type heaters; electric oil pan heaters; electric diesel engine block heater; electric battery warmers; electric radiator hose heaters; electric interior car warmers; diesel fuel powered engine and cab heaters; and bus and truck cab heaters.</p>						
2872P-200264/US	United States	9	75010116 10/13/1995	2015341 11/12/1996	11/12/2006 11/12/2002	Registered
<p>Mark: VIBRA</p> <p>Goods: Portable electrical dump truck body vibrators for releasing debris from the dump truck body.</p>						
2872P-300264/CA	Canada		802008 01/18/1996	470278 01/30/1997	1/30/2012	Registered
<p>Mark: VIBRA</p> <p>Goods: Portable electrical dump truck body vibrators for releasing debris from the dump truck body.</p>						
2872P-300265/CA	Canada		801471 01/11/1996	TM467869 12/19/1996	12/19/2011	Registered
<p>Mark: HEAT-MAGNET</p> <p>Goods: Portable electrical heater for engine oil, coolant and metal containers of liquid.</p>						



Harness, Dickey & Pierce

The Budd Company
Trademark Portfolio by Family
U.S. and Foreign - Active Cases

HDP Case ID	Country	Classes	Appl. No. Filing Date	Reg. No. Reg. Date/Renewed	Renewal Due Affidavit Due	Status/Substatus
Client Ref. No.						
2872P-300272/CA	Canada		337875 11/16/1970	TMA183967 06/23/1972	6/23/2017	Registered
2872P-50239				06/23/2002		

Owner/Assignee: Phillips & Temro Industries Inc.
Agent: Gowing, Lafleur & Henderson-O

Mark: **TEMRO**

Goods: (1) Engine heaters, propane engine heaters, interior car warmers, oil pan heaters, radiant engine heaters, hose engine heaters. (2) Car and truck frost and mist shields. (3) Car and truck battery blankets. (4) Car and truck robot timers. (5) Liquid adhesives. (6) Service station signals, in the form of fluid filled flexible hoses, which when compressed, signifies the attendant within the station. (7) Funnels and can spouts. (8) Car rear deck defoggers. (9) Commercial electric immersion heaters for liquids, tubular electric elements, water heaters, baseboard heaters, unit heaters, wall insert heaters, industrial air heaters, portable heaters, construction heaters, cabinet convection heaters, floor insert heaters, portable water heaters, stock tank heaters, infra-red heaters, radiant heaters.

Community Trademark	Classes	Appl. No. Filing Date	Reg. No. Reg. Date/Renewed	Status/Substatus
2872P-300272/EM	11; 12; 7; 9	658567 10/20/1997	658567 02/03/2000	10/20/2007 Registered

Owner/Assignee: Phillips & Temro Industries Inc.
Agent: Marks & Clerk (GB)

Mark: **TEMRO**

Goods: Class 7: Exhaust silencers for internal combustion engines; exhaust silencers for industrial gas and diesel engines; engine starters and standby units; gas engine driven electrical starters, combined alternating and direct current starter and standby generators; manual cold weather starting fluid injection kits for engines; starting fluid injectors, both electrical and manual, for injecting metered volumes of either or similar goods into the intake manifold of an engine. Class 8: Portable electrical booster units, portable battery boosting and charging units. Class 9: Heating accessories for vehicles; gas fired tank type engine block heaters; electrical and propane tank heater type engine warming units; portable electrical and propane heaters for engine oil, coolant and metal containers of liquid; diesel fuel warmers; propane gas fired engine heaters; electrical starting aid kits including a battery warmer, oil pan heater, tank heater, electrical coolant circulating pump, junction block with weatherproof slave receptacle, and connecting cable; electric dip stick heaters; electric head-bolt heaters; electric frost plug heaters; electric external tank type heaters; electric oil pan heaters; electric diesel engine block heater; electric battery warmers; electric radiator hose heaters; electric interior car warmers; diesel fuel powered engine and cab heaters; bus and truck cab heaters. Class 12: Cold weather starting devices for vehicles.

United States	Classes	Appl. No. Filing Date	Reg. No. Reg. Date/Renewed	Status/Substatus
2872P-200273/US	11	72043339 01/02/1958	0670862 12/09/1958	12/19/2008 Registered
2872P-50240			12/09/1998	

Owner/Assignee: Phillips & Temro Industries Inc.

Mark: **ZERO-START**

Goods: Electric dip stick heaters, electric head-bolt heaters, electric frost plug heaters, and electric external tank type heaters, all for use on motor vehicles.



The Budd Company
Trademark Portfolio by Family
U.S. and Foreign -- Active Cases

HDP Case ID Client Ref. No.	Country	Classes	Appn. No. Filing Date	Reg. No. Reg. Date/Renewed	Renewal Due Affidavit Due	Status/Substatus
2872P-200274US 2872P-50241	United States	11, 9	209725 01/11/1965	819039 11/22/1966 11/22/1988	11/22/2008	Registered
	Mark: ZERO START			Owner/Assignee: Phillips & Temro Industries Inc.		
	Goods: For electric stock tank heaters, electrical starting aid kits, starting fluid injectors, electric dip stick heaters, electric head-bolt heaters, electric frost plug heaters, electric external tank-type heaters, electric oil pan heaters, electric diesel engine block heaters, and electric battery warmers.					
2872P-200297US 2872P-50272	United States		73/414553 02/22/1983	1321505 02/19/1985	2/19/2005	Registered
	Mark: HEAT-MAGNET			Owner/Assignee: Phillips & Temro Industries Inc.		
2872P-200368US	United States	11, 7	73/196353 12/11/1978	1238016 05/17/1983	5/17/2003	Registered
	Mark: ZERO START & Design			Owner/Assignee: Phillips & Temro Industries Inc.		
	Goods: 7: Manual Cold Weather Starting Fluid Injection Kits For Engines Comprising a Fuel Cylinder and Clamp Therefor, Valve, Tubing, Atomizer, Control Cable And Control Wire Stop and Screws; and Starting Fluid Injectors. 11: Electric Dip Stick Heaters; Electric Head Bolt Heaters. Electric Frost Plug Heaters; Electric External-Type Heaters; Electric Oil Pan Heaters; Electric Diesel Engine Block Heaters; Electric Battery Warmers; and Diesel Fuel Warmers; All For Use On Motor Vehid es, And Electric Stock Tank Heaters.					
2872P-200369US	United States	9	73/159734 02/23/1978	1218145 11/30/1982	11/30/2002	Registered
	Mark: ZERO START & Design			Owner/Assignee: Phillips & Temro Industries Inc.		
	Goods: Electrical starting aid valves, and starting fluid injectionkits which include a fuel cylinder and clamp therefor, vav es, tubing, atomizers, thermostats and electrical switch.					



Harness, Dickey & Pierce

The Budd Company
Trademark Portfolio by Family
U.S. and Foreign -- Active Cases

HDP Case ID Client Ref. No.	Country	Classes	Appl. No. Filing Data	Reg. No. Reg. Date/Renewed	Renewal Due Affidavit Due	Status/Substatus
2872P-300422/MNS	Minnesota	9		6065 01/25/1989 01/25/1999	1/25/2009	Registered
Mark: ZERO-START Owner/Assignee: Phillips & Temro Industries Inc.						
2872P-300423/MNS	Minnesota	11		6066 01/25/1989 01/25/1999	1/25/2009	Registered
Mark: ZERO-START Owner/Assignee: Phillips & Temro Industries Inc.						
2872P-300424/MNS	Minnesota	11	Waiting 01/25/1979	6067 01/25/1989 01/25/1999	1/25/2009	Registered
Mark: ZERO-START Owner/Assignee: Phillips & Temro Industries Inc.						
2872P-300425/MNS	Minnesota	9		6068 01/25/1989 01/25/1999	1/25/2009	Registered
Mark: ZERO-START Owner/Assignee: Phillips & Temro Industries Inc.						
Goods: HDP did not prosecute original application but did prosecute app. for renewal.						
2872P-200430/UJ	United States	7	75/626647 01/19/1999	2361707 06/27/2000	6/27/2010 6/27/2006	Registered
Mark: EM PRODUCTS Goods: Mufflers and silencers for machine engines. Owner/Assignee: Phillips & Temro Industries Inc.						



The Budd Company
Trademark Portfolio by Family
U.S. and Foreign -- Active Cases

HDP Case ID Client Ref. No.	Country	Classes	Appln. No. Filing Date	Reg. No. Reg. Date/Renewed	Renewal Due Affidavit Due	Status/Substatus
2872P-300435/CA	Canada		506737 07/19/1983	294708 08/31/1984 08/31/1999	8/31/2014	Registered

Mark: TEMRO & Design

Goods: Interior car warmers, Engine heaters, oil pan heaters, hose engine heaters, vehicle frost and condensation shields, vehicle batter battery warmers, thermostatically controlled extension cords, load dividers for vehicle accessories, and diesel fuel warmers. Porpane engine heaters, vehicle cab heaters, oil dipstick heaters, interior boat warmers, aircraft oil pan heaters, magnetically attached electric heaters, commercial electric immersion heaters for liquids, portable water heaters, stock tank heaters, funnels and can spouts.

Owner/Assignee: Phillips & Temro Industries Inc.
Agent: Borden Ladner Gervais LLP - Ot

Report Totals

Registered 35
Total Cases 35

Phillips & Temro Industries Inc. Trademarks Schedule

Country	Applin. No. Filing Date	Reg. No. Reg. Date/Received	Mark Descriptive Reference	Wares
Canada	0422767 03/23/1978	TMA234805 08/03/1979	ZERO START DESIGN	Electric stock tank heaters, electrical starting aid kits, starting fluid injectors, electric dip stick heaters, electric head-bolt heaters, electric frost plug heaters, electric external tank-type heaters, electric oil pan heaters, electric diesel engine block heaters, electric battery warmers, diesel fuel warmers and electric manual starting fluid injection devices which include fuel cylinder and clamp therefor, valve, tubing, atomizer and thermostat and control wire stop screw

SCHEDULE B

to Trademark and License Security Agreement

LICENSES

Grantor has the following licenses:

None.