

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Turbo Parts, LLC		09/29/2003	LTD LIAB JT ST CO: MINNESOTA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Madison Capital Funding, LLC
<b>Street Address:</b>	303 West Madison Street, Suite 1200
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	LTD LIAB JT ST CO: DELAWARE

<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2400227	GUARDIAN
Registration Number:	2545350	VORTEX SHEDDER

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)863-7442
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	312-201-3863
<b>Email:</b>	mary.schmidt@goldbergkohn.com
<b>Correspondent Name:</b>	Mary A. Schmidt
<b>Address Line 1:</b>	55 E. Monroe Street, Suite 3700
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	4975.039
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<b>NAME OF SUBMITTER:</b>	Mary A. Schmidt
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**Total Attachments: 5**  
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 29, 2003, by TURBO PARTS, LLC, a Minnesota limited liability company ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for Lenders.

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guaranty and Collateral Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing (until all of the Obligations have been satisfied by payment in full in accordance with the Credit Agreement, no Letter of Credit which is not fully cash collateralized in a manner reasonably acceptable to Agent is outstanding and the Commitments have been terminated) first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**TURBO PARTS, LLC**

By G W  
 Name G. William Ebert  
 Title Controller

ACCEPTED AND ACKNOWLEDGED BY:

**MADISON CAPITAL FUNDING LLC, as Agent**

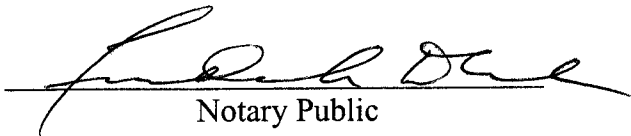
By \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF New York )  
 ) SS  
 COUNTY OF Albany )

On this 27 day of SEPT, 2003 before me personally appeared G WILLIAM EBERT, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Turbo Parts, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its board of directors or similar governing body and that he acknowledged said instrument to be the free act and deed of said company.

{seal}

  
 Notary Public

FREDERICK D. LUCK  
 Notary Public, State of New York  
 Qualified in Albany County  
 No. 01LU5043192  
 Commission Expires May 8, 2005

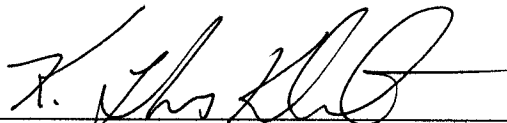
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**TURBO PARTS, LLC**

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

**MADISON CAPITAL FUNDING LLC**, as  
Agent

By   
Name K. Thomas Klimmeck  
Title: Managing Director

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF )  
) SS  
COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 2003 before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Turbo Parts, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its board of directors or similar governing body and that he acknowledged said instrument to be the free act and deed of said company.

{seal}

\_\_\_\_\_  
Notary Public

**SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>Grantor/Owner</b>	<b>Trademark</b>	<b>Date of Registration</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Serial Number</b>
Turbo Parts, LLC	Guardian	10/31/00	2400227	12/17/99	75-874393
Turbo Parts, LLC	Vortex Shedder	3/5/02	2545350	12/17/99	75-894391

**TRADEMARK APPLICATIONS**

None.

**TRADEMARK LICENSES**

None.