

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dynojet Research, Inc.		02/06/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Agent
Street Address:	222 North LaSalle Street
Internal Address:	16th floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 11		
Property Type	Number	Word Mark
Serial Number:	75573375	SCORPION
Registration Number:	2628395	DYNOJET TUNING LINK
Registration Number:	2655411	POWER COMMANDER
Registration Number:	2736636	REV MASTER
Registration Number:	2308928	SLEDYNO
Registration Number:	2225771	1 DYNOJET RESEARCH
Registration Number:	2225763	1 DYNO1JET RESEARCH
Registration Number:	2225787	1 DYNOJET
Registration Number:	2171725	THUNDERSLIDE
Registration Number:	2008258	DYNOJET
Registration Number:	1614772	DYNOJET

CORRESPONDENCE DATA	
Fax Number:	(312)863-7812

**900005245**

**TRADEMARK  
 REEL: 002792 FRAME: 0467**

**OP \$290.00 75573375**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 312-863-7190  
Email: nathaniel.panek@goldbergkohn.com  
Correspondent Name: Nathaniel Panek  
Address Line 1: 55 E. Monroe Street  
Address Line 2: Ste. 3700  
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:

Nathaniel Panek

Total Attachments: 4

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 6<sup>th</sup> day of February, 2004 by DYNOJET RESEARCH, INC., a Delaware corporation ("Grantor"), in favor of MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

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

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith among Grantor, an affiliate of Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

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

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"; provided that the Trademark Collateral will not include "intent-to-use" trademark filings until such time as Grantor begins to use such trademarks), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any renewals, reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

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

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

DYNOJET RESEARCH, INC.

By Chrymton A. Lawler  
Title VP

Agreed and Accepted  
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division  
of Merrill Lynch Business Financial  
Services Inc., as Agent

By [Signature]  
Title VP

## SCHEDULE 1

### TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Dynojet Tuning Link	2628395	10/1/02
Power Commander	2655411	12/3/02
Rev Master	2736636	7/15/03
Sledyno	2308928	1/18/00
1 Dynojet Research (words & design)	2225771	2/23/99
1 Dynojet Research (words & design)	2225763	2/23/99
1 Dynojet Research (words & design)	2225787	2/23/99
Thunderslide	2171725	7/7/98
Dynojet	2008258	10/15/96
Dynojet	1614772	9/25/90

### TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
Scorpion	75-573375	10/19/98