

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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
InGEAR Corporation		06/07/2004	CORPORATION: ILLINOIS

RECEIVING PARTY DATA	
Name:	The Peninsula Fund III Limited Partnership
Street Address:	535 Griswold Street
Internal Address:	Suite 2050
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48226
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	76565853	ALPINE ASCENT
Serial Number:	76563975	COLD TO THE CORE
Serial Number:	76452767	HYDRO TECH
Serial Number:	76452766	I TRAVEL
Registration Number:	2549845	A.A.G. INGEAR
Registration Number:	2589442	A.K.A. INGEAR
Registration Number:	2474503	ESTATE
Registration Number:	2325029	FROZN
Registration Number:	2744669	ICE VAULT
Registration Number:	1940665	IG IN GEAR
Registration Number:	2447882	INGEAR
Registration Number:	2499913	INGEAR
Registration Number:	2412916	INGEAR
Registration Number:	2476202	PROTEGE

OP \$415.00 76565853

Registration Number:	2137799	SWIMKIDZ
Registration Number:	2622148	TECHLINE

**CORRESPONDENCE DATA**

Fax Number: (202)659-1559  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (202) 659 - 6944  
Email: MBergsman@dickinsonwright.com  
Correspondent Name: Marc A. Bergsman  
Address Line 1: 1901 L Street, N.W.  
Address Line 2: Suite 800  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	026950-00019
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NAME OF SUBMITTER:	Marc A. Bergsman
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**Total Attachments: 6**  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement"), made as of the 7<sup>th</sup> day of June, 2004 by and between InGear Corporation, an Illinois corporation ("Borrower"), and The Peninsula Fund III Limited Partnership, a Delaware limited partnership ("Lender").

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

WHEREAS, pursuant to a certain Note Purchase Agreement of even date herewith between Borrower and Lender (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), Lender has agreed to purchase a senior subordinated note from Borrower, and to extend certain other financial accommodations to or for the benefit of Borrower; and

WHEREAS, pursuant to the Note Purchase Agreement, Borrower has granted to Lender a continuing security interest in certain of Borrower's assets, including, without limitation, the Trademarks (as defined below);

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, Borrower and Lender agree as follows:

1. Incorporation of Note Purchase Agreement; Note Purchase Agreement Definitions. The Note Purchase Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Note Purchase Agreement.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Senior Subordinated Obligations, Borrower hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Note Purchase Agreement of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing

throughout the world and the goodwill of Borrower's business connected with the use of and symbolized by the trademarks (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

3. New Trademarks. Borrower represents and warrants that the Trademarks listed on Schedule A constitute all of the federally registered Trademarks now owned by Borrower. If, before the Senior Subordinated Obligations shall have been satisfied in full and the Note Purchase Agreement has been terminated, Borrower shall obtain any new federally registered Trademarks, Borrower shall give Lender prompt written notice thereof. Borrower hereby agrees that, upon Lender's written request, Borrower will execute and deliver to Lender one or more supplements to this Security Agreement, each in form and content substantially similar to this Security Agreement, in respect of any and all new federally registered Trademarks owned by Borrower.

4. Term. The term of the security interests granted herein shall extend until the Senior Subordinated Obligations have been paid in full and the Note Purchase Agreement has been terminated in accordance with its terms.

5. Effect on Other Agreements; Cumulative Remedies. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Note Purchase Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Lender with respect to the Trademarks, whether established hereby, by the Note Purchase Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

6. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

7. APPLICABLE LAW; SEVERABILITY. THIS SECURITY AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE MICHIGAN UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF MICHIGAN, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS SECURITY AGREEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS SECURITY AGREEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT

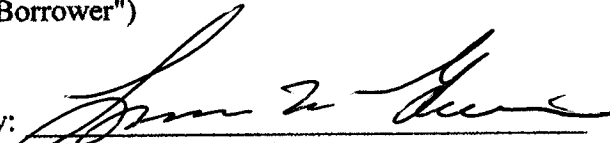
INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS SECURITY AGREEMENT.

8. Subordination. The provisions of this Agreement are subject to the terms of a Senior Subordination Agreement of even date herewith among Congress Financial Corporation (Central), The Peninsula Fund III Limited Partnership, and InGEAR Corporation, as amended or modified from time to time.

*[The remainder of this page is left blank intentionally.]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement as of the date first above written.

INGEAR CORPORATION  
("Borrower")

By:   
Lawrence M. Gutkin

Its: President

Accepted and Agreed to as of the date first written above:

THE PENINSULA FUND III LIMITED PARTNERSHIP  
("Lender")

By: Peninsula Capital Partners, L.L.C.  
Its: General Partner

By: \_\_\_\_\_  
Scott A. Reilly  
Its: President and Chief Investment Officer

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement as of the date first above written.

INGEAR CORPORATION  
("Borrower")

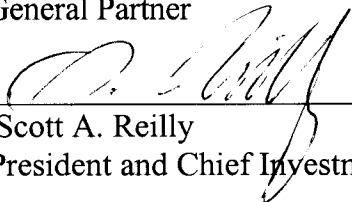
By: \_\_\_\_\_  
Lawrence M. Gutkin

Its: President

Accepted and Agreed to as of the date first written above:

THE PENINSULA FUND III LIMITED PARTNERSHIP  
("Lender")

By: Peninsula Capital Partners, L.L.C.  
Its: General Partner

By:  \_\_\_\_\_  
Scott A. Reilly  
Its: President and Chief Investment Officer

## SCHEDULE A

### Trademark Registrations

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
IG Ingear and Design	1,940,665	12/12/95
Swimkidz	2,137,799	02/17/98

### Trademarks

<b>Trademark Name</b>	<b>Registration No.</b>	<b>Issue Date</b>
A.A.G. Ingear	2,549,845	3/19/02
A.K.A Ingear	2,589,442	7/2/02
Estate	2,474,503	7/31/01
Frozn	2,325,029	2/29/00
Ice Vault	2,744,669	2/29/03
IG In Gear	1,940,664	12/12/95
Ingear	2,447,882	5/1/01
Ingear	2,499,913	10/23/01
Ingear	2,412,916	12/12/00
Protégé	2,476,202	8/7/01
Swimkidz	2,137,799	2/17/98
Techline	2,622,148	9/17/02

### **Trademark Applications**

<b>Trademark Name</b>	<b>Application No.</b>	<b>Filing Date</b>
Alpine Ascent	76/565853	12/18/03
Cold to the Core	76/563975	12/8/03
Hydro Tech	76/452767	9/23/02
I Travel	76/452766	9/23/02
Ingear Cooler		1/27/03

DETROIT 26950-19 813410v03