

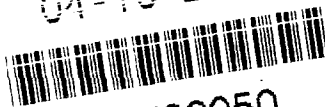
Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/200)

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04-16-2004



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commission

Remarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

AUTOTRONIC CONTROLS CORPORATION

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (TEXAS)
☐ Other

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: 04/08/2004

2. Name and address of receiving party(ies)

Name: ANTARES CAPITAL CORPORATION, as Agent

Internal

Address: Suite 4400

Street Address: 311 South Wacker Drive

City: Chicago State: IL Zip: 60606

- ☐ 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

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

A. Trademark Application No.(s) See attached.

B. Trademark Registration No.(s) See attached.

Additional number(s) attached ☒ Yes ☐ No

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

Name: Penelope S. Johnson

Internal Address: Katten Muchin Zavis Rosenman

Suite 1800

Street Address: 525 West Monroe Street

City: Chicago State: IL Zip: 60661

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 3.41) \$ 340.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Penelope S. Johnson

Name of Person Signing

Signature

04/12/2004

Date

Total number of pages including cover sheet, attachments, and document: 7

04/19/2004 ETOM11 00000056 2320134

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

01 FC:6521
 02 FC:6522

40.00 OP
 300.00 OP

TRADEMARK
 REEL: 002948 FRAME: 0768

Schedule 1 to
Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>HOLDER</u>	<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Autotronic Controls Corp.	Dual Curve	2,320,134	2/22/00
	Kicker Ignition	2,374,168	8/8/00
	Super Conductor	2,431,063	2/27/01
	MSD	2,299,279	12/14/99
	Factory Direct Performance	2,523,097	12/25/01
	Heli-Core	2,278,834	9/21/99
	Pro Mag	2,339,620	4/11/00
	MSD Pro-Data	2,424,645	1/30/01
	MSD Digital	2,459,089	6/21/01
	Always Power	2,500,437	3/19/02
	Safe Controls	2,291,476	11/9/99
	Engine Dynamics	2,547,548	3/12/02

U.S. TRADEMARK APPLICATIONS

<u>HOLDER</u>	<u>MARK</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
Autotronic Controls Corp.	Forever Power	76/118654	8/29/01

TRADEMARK LICENSES

<u>LICENSED MARKS</u>	<u>NAME OF AGREEMENT</u>	<u>PARTIES</u>	<u>DATE OF AGREEMENT</u>
Autotronic Controls Corp.	Trademark License Agreement	ACC and Step 2 Company	1/15/04

FOREIGN TRADEMARK APPLICATIONS

None.

FOREIGN TRADEMARK REGISTRATIONS

None.

TRADEMARK SECURITY AGREEMENT

WHEREAS, AUTOTRONIC CONTROLS CORPORATION, a Texas corporation (**"Grantor"**), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, as Borrower, has entered into a Credit Agreement dated as of April 8, 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the **"Credit Agreement"**), with ANTARES CAPITAL CORPORATION, as agent (**"Agent"**) for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the **"Lenders"**), and as a Lender, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the **"Security Agreement"**), between Borrower and Agent (in such capacity, **"Grantee"**), Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all 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), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the **"Liabilities"** (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the **"Trademark Collateral"**), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and


(3) 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 Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 8th day of April, 2004.

**AUTOTRONIC CONTROLS
CORPORATION**, a Texas corporation

By: 
Name: Daniel R. Gresham
Title: Chief Executive Officer

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: _____
Name: _____
Title: _____

Trademark Security Agreement

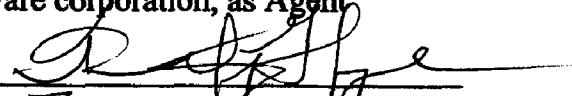
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CORPORATION**, a Texas corporation

By: _____
Name: Daniel R. Gresham
Title: Chief Executive Officer

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: TIMOTHY G. LYNE
Title: DIRECTOR

Trademark Security Agreement

TRADEMARK
REEL: 002948 FRAME: 0773

Schedule 1 to
Trademark Security Agreement

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