

01-03-2005

RE



12-30-04

102827173

To the Director of the U. S. Patent and Trademark Office

Comments or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
International Brake Industries, Inc.

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

Citizenship (see guidelines) Delaware

Execution Date(s) December 21, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? Yes No

Name: Antares Capital Corporation, as Agent

Internal Address: Suite 4400

Street Address: 311 S. Wacker Dr.

City: Chicago

State: IL

Country: USA Zip: 60606

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Delaware
- Other Citizenship

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)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,117,416 and 2,816,626

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Linda R. Kastner

Internal Address: Sears Tower, Suite 5800
c/o Latham & Watkins

Street Address: 233 S. Wacker Dr.

City: Chicago

State: IL Zip: 60606

Phone Number: 312/876-7628

Fax Number: 312/993-9767

Email Address: Linda.Kastner@LW.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.8(b)(6) & 3.41) \$65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Linda R. Kastner
Signature

December 21, 2004
Date

Total number of pages including cover sheet, attachments, and document: 6

01/03/2005 DBYRNE 00000060 2117416
Name of Person Signing

01 FC:8521
02 FC:8522

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5996, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

01/03/2005 DBYRNE 00000060 2117416

01 FC:8523 120.00 DP

*Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of December 21, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among Transportation Aftermarket Enterprise, Inc., a Delaware corporation (“**TAE**”), BLD Products, Ltd., a Michigan corporation (“**BLD Products**”), Hebcu Products, Inc., an Ohio corporation (“**Hebcu Products**”), International Brake Industries, Inc., a Delaware corporation (“**International Brake**”), Longman Enterprises, Inc., a Florida corporation (“**Longman Enterprises**”), Mcguane Industries, Inc., a Michigan corporation (“**McGuane Industries**”), Novo Products, Inc., a Florida corporation (“**Novo Products**”), Pylon Manufacturing Corp., a Delaware corporation (“**Pylon Manufacturing**”), Anstro Manufacturing, Inc., a Connecticut corporation (“**Anstro**” and together with TAE, BLD Products, Hebcu Products, International Brake, Longman Enterprises, McGuane Industries, Novo Products and Pylon Manufacturing, the “**Borrowers**” and each individually a “**Borrower**”), Qualitor, Inc., a Delaware corporation (“**Holdings**”) (Borrowers and Holdings, together with their successors and assigns are referred to herein individually as a “**Company** and, collectively as the “**Companies**”), Antares Capital Corporation, as First Lien Collateral Agent and Antares Capital Corporation, as Second Lien Collateral Agent, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.*

SECOND LIEN TRADEMARK SECURITY AGREEMENT

WHEREAS, International Brake Industries, Inc., a Delaware 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 and other Borrowers (as defined in the Credit Agreement) have entered into a Second Lien Credit Agreement dated as of December 21, 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 Second Lien 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 Grantor, the other Persons from time to time party thereto 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.

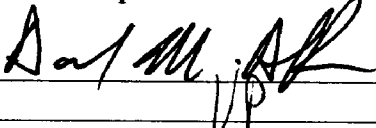
Notwithstanding the foregoing, such grant of a security interest shall not extend to, and the term "Trademark Collateral" shall not include, any Trademark Collateral to the extent that (i) such Trademark Collateral are not assignable or capable of being encumbered under the terms of the license or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of the licensor thereof or other applicable party thereto and (ii) such consent has not been obtained; provided, however, that the foregoing grant of security interest shall extend to, and the term "Trademark Collateral" shall include, upon any such licensor's or other applicable party's consent with respect to any such otherwise excluded Trademark Collateral being obtained or immediately upon the ineffectiveness, lapse or other termination of such restrictive provision, such previously excluded Trademark Collateral as well as any and all proceeds thereof that might have theretofore been excluded from such grant of a security interest and the term "Trademark Collateral."

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.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 21st day of December, 2004.

International Brake Industries, Inc.,
a Delaware corporation

By: 
Its: _____

Acknowledged:

ANTARES CAPITAL CORPORATION,
as Agent

By: _____
Name: _____
Title: _____


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

International Brake Industries, Inc.,
a Delaware corporation

By: _____
Its: _____

Acknowledged:

ANTARES CAPITAL CORPORATION,
as Agent

By: 
Name: David K. Swanson
Title: Director

Schedule 1
to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

MARK	REG. NO.	REG. DATE
INTERNATIONAL BRAKE INDUSTRIES & Design	2,117,416	12/2/97
INTERNATIONAL BRAKE INDUSTRIES	2,816,626	2/24/04

FOREIGN TRADEMARK REGISTRATIONS

No foreign trademark registrations

U.S. TRADEMARK APPLICATIONS

Pursuant to Section 3.17 of the Credit Agreement, intent-to-use trademark applications are not to be listed on this schedule.

No U.S. trademark applications

FOREIGN TRADEMARK APPLICATIONS

No foreign trademark applications

TRADEMARK LICENSES

No trademark licenses