

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): MOROSO PERFORMANCE PRODUCTS, INC. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other

2. Name and address of receiving party(ies) Name: LaSalle Business Credit, LLC, as Agent Internal Address: Street Address: 135 South LaSalle Street City: Chicago State: IL Zip: 60603

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

Additional name(s) of conveying party(ies) attached? [] Yes [x] No

3. Nature of conveyance: [] Assignment [] Merger [x] Security Agreement [] Change of Name [] Other

Execution Date: 12/27/2004

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 [x] No

4. Application number(s) or registration number(s): A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,136,866 2,327,517

Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: c/o Federal Research Corporation

6. Total number of applications and registrations involved: 2

Internal Address:

7. Total fee (37 CFR 3.41) \$ 165

[] Enclosed [x] Authorized to be charged to deposit account

Street Address: 1030 15th Street NW, Suite 920

8. Deposit account number: 50-3255

City: Washington State: DC Zip: 20005

DO NOT USE THIS SPACE

9. Signature.

Loukia Harris Name of Person Signing

[Handwritten Signature] Signature

December 30, 2004 Date

Total number of pages including cover sheet, attachments, and document: 4

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

CH \$66.00 603156 2136866

SCHEDULE A

Trademarks

<u>Trademark</u>	<u>Registration or Application No.</u>	<u>Registration or Filing Date</u>
MOROSO	2,136,866	02/17/1998
MOROSO	2,327,517	03/14/2000

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Moroso Performance Products, Inc., a corporation formed under the laws of Connecticut, located at 80 Carter Drive, Guilford, Connecticut 06437 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to LaSalle Business Credit, LLC ("LaSalle") and various other financial institutions (collectively, "Lenders") and LaSalle as agent for Lenders ("Agent") pursuant to (i) a certain Loan and Security Agreement, dated as of the date hereof, among Agent, Lenders and Borrower and (ii) a certain Trademark Collateral Security Agreement, dated as of the date hereof, by and between Borrower and Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Liabilities as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: December 27, 2004

WITNESS:

MOROSO PERFORMANCE PRODUCTS, INC.

[Signature]

By: [Signature]
Richard B. Moroso
President

WITNESS:

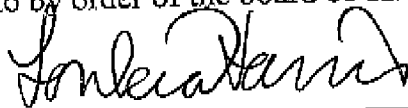
LASALLE BUSINESS CREDIT, LLC,
as Agent

[Signature]

By: [Signature]
Name: Anthony J. Veith
Its: SVP

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On the 21 day of December, 2004, before me personally came Richard B. Moroso to me known, who being by me duly sworn, did depose and say he is the President of Moroso Performance Products, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.



Notary Public

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

LOUKIA HARRIS
Notary Public, State of New York
No. 01HA4995575
Qualified in Nassau County
Commission Expires April 27, 2006

On the 21 day of December, 2004, before me personally came Anthony J. Veith, to me known, who being by me duly sworn, did depose and say he is the Senior Vice President of LaSalle Business Credit, LLC, the limited liability described in and which executed the foregoing instrument; and that he signed his name thereto.



Notary Public

LOUKIA HARRIS
Notary Public, State of New York
No. 01HA4995575
Qualified in Nassau County
Commission Expires April 27, 2006