

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Product Action International, LLC.		12/08/2004	LTD LIAB JT ST CO: DELAWARE

**RECEIVING PARTY DATA**

Name:	National City Bank of Indiana
Street Address:	629 Euclid Avenue
Internal Address:	Locator 01-3028
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2824428	DRIVING QUALITY
Registration Number:	2868389	RESPONSIVE PRODUCTIVE TRUSTED
Registration Number:	2862032	PRODUCT ACTION DRIVING QUALITY
Serial Number:	76564308	PRODUCT ACTION
Registration Number:	2106644	PRODUCT ACTION
Registration Number:	2121039	100% GOOD

**CORRESPONDENCE DATA**

Fax Number: (312)782-8585  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 3122694244  
 Email: pmerrill@jonesday.com  
 Correspondent Name: Patricia Ann Merrill  
 Address Line 1: 77 West Wacker  
 Address Line 2: JONES DAY

CH \$165.00 2824428

Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER: Ronald A. Sandler

Signature: /Ronald A. Sandler/

Date: 01/12/2005

Total Attachments: 5  
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## GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS dated as of December 8, 2004 ("Agreement"), between PRODUCT ACTION INTERNATIONAL, LLC, a Delaware limited liability company (together with its successors and assigns, the "Grantor"), and NATIONAL CITY BANK OF INDIANA, as administrative agent (together with its successors and assigns in such capacity, the "Administrative Agent"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

### RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of December 8, 2004 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the lenders party thereto (the "Lenders"), and the Administrative Agent.

(2) In connection with the Credit Agreement, the Grantor is a party to a Pledge and Security Agreement, dated as of December 8, 2004 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other grantors named therein and the Administrative Agent, pursuant to which the Grantor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Grantor hereby assigns, transfers, conveys and grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Grantor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Grantor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Administrative Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all good will related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Grantor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Grantor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Grantor and any other Grantors named therein, as debtors, and the Administrative Agent, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

PRODUCT ACTION INTERNATIONAL, LLC

By: \_\_\_\_\_  
Name:  
Title:

Accepted and acknowledged by:

NATIONAL CITY BANK OF INDIANA,  
as Administrative Agent

By: Jason Eckardt  
Name: Jason Eckardt  
Title: SUP

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

PRODUCT ACTION INTERNATIONAL, LLC

By: Steven J. Cage  
Name: STEVEN J. CAGE  
Title: PRESIDENT AND CEO

Accepted and acknowledged by:

NATIONAL CITY BANK OF INDIANA,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

Schedule A  
to Grant of Security Interest in  
Trademarks

<u>Trademarks</u>	<u>Country</u>	<u>Application No. and/or Registration No.</u>	<u>Application Filing Date and/or Registration Date</u>
<b>DRIVING QUALITY</b>	United States	2,824,428	23 Mar 2004
<b>RESPONSIVE      PRODUCTIVE TRUSTED</b>	United States	2,868,389	3 Aug 2004
<b>product action DRIVING QUALITY AND CONTROL LOGO</b>	United States	2,862,032	13 Jul 2004
<b>PRODUCT ACTION</b>	United States	76/564,308	28 Nov 2003
<b>PRODUCT ACTION &amp; Design</b>	United States	2,106,644	21 Oct 1997
<b>100 GOOD &amp; Design</b>	United States	2,121,039	17 Dec 1997
<b>DRIVING QUALITY</b>	Canada	1,151,660	4 Sep 2002
<b>PRODUCT ACTION</b>	Canada	1,214,027	14 Apr 2004
<b>RESPONSIVE,      PRODUCTIVE, AND TRUSTED</b>	Canada	1,163,094	20 Dec 2002
<b>product action DRIVING &amp; QUALITY LOGO</b>	Canada	1,167,975	14 Feb 2003
<b>PRODUCT ACTION OF CANADA CORP.</b>	Canada	Not applicable	Not applicable