

08-30-2004



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/31)

ER SHEET ONLY

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

8.2504

Tab settings => => =>

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

1. Name of conveying party(ies):
STANADYNE CORPORATION
 (f/k/a Stanadyne Automotive Corporation)

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-- **Delaware**
 Other _____

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

2. Name and address of receiving party(ies):
 Name: **THE CIT GROUP/BUSINESS CREDIT, INC. as**
Revolving Collateral Agent in the Second Priority Lien

Street Address: 1211 Avenue of the Americas
 City: New York State: NY Zip: 10036

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership- _____
 Corporation- New York
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: August 6, 2004

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

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
Please see Attached Schedule
 76429002

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Rhonda DeLeon
 Internal Address: Latham & Watkins LLP

 Street Address: 650 Town Center Drive, Suite 2000

 City: Costa Mesa State: CA Zip: 92626

6. Total number of applications and registrations involved:..... 15

7. Total fee (37 CFR 3.41).....\$ 390.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number
50-0524 (For additional fees, if any)

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Rhonda DeLeon [Signature] August 25, 2004
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 14

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


08/27/2004 MGETACHE 0000057 76429002

01 FC:8521 40.00 OP
02 FC:8522 350.00 OP

OC1699048.1

TRADEMARK REEL: 003037 FRAME: 0697

STANADYNE CORPORATION
(fka Stanadyne Automotive Corporation)
U.S. TRADEMARK REGISTRATIONS

Mark	Serial No. Filing Date	Reg. No. Reg. Date
CPN	76/429,002 07/10/02	2,713,355 05/06/03
FLEET STRENGTH	73/762,152 11/07/88	1,544,088 06/20/89
FLEET TOUCH	73/758,921 10/21/88	1,554,608 09/05/89
FUEL MANAGER	74/062,582 05/25/90	1,699,779 07/07/92
FUEL SENTRY	73/646,914 02/27/87	1,458,241 09/22/87
LUBRICITY FORMULA	75/028,439 12/06/95	2,060,155 05/06/97
PENCIL NOZZLE	72/205,620 11/05/64	808,434 05/17/66
PERFORMANCE FORMULA	73/758,035 10/17/88	1,555,387 09/12/89
PERFORMANCE FORMULA JUNIOR	74/530,648 05/27/94	1,905,211 07/18/95
RSN	75/050,325 01/30/96	2,027,064 12/31/96
	75/592,417 11/20/98	2,331,658 03/21/00
STANADYNE	73/838,471 11/13/89	1,622,066 11/13/90
STANADYNE	73/838,474 11/13/89	1,629,975 01/01/91
TIME TRAC	73/758,033 10/17/88	1,556,626 09/19/89
WINTER 1000	73/758,034 10/17/88	1,549,700 08/01/89

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of August 6, 2004, by STANADYNE CORPORATION, STANADYNE AUTOMOTIVE HOLDING CORP. and PRECISION ENGINE PRODUCTS CORP. (collectively the "Grantors"), in favor of THE CIT GROUP/BUSINESS CREDIT, INC., as Revolving Collateral Agent, for the benefit of the holders of the Second Priority Lien Obligations (as defined below).

WITNESSETH:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated supplemented or otherwise modified from time to time, the "Revolving Security Agreement") among STANADYNE CORPORATION, a Delaware corporation (the "Borrower"), STANADYNE AUTOMOTIVE HOLDING CORP., a Delaware corporation ("Holdings"), certain subsidiaries of the Borrower, and THE CIT GROUP/BUSINESS CREDIT, INC. ("CIT"), as Revolving Collateral Agent, (together with its permitted successors in such capacity, the "Revolving Collateral Agent") under the Revolving Credit and Guaranty Agreement, dated as of the date hereof among the Borrower, Holdings, certain subsidiaries of the Borrower, the Lenders party thereto from time to time, GOLDMAN SACHS CREDIT PARTNERS L.P. ("GSCP"), as Sole Lead Arranger, Sole Bookrunner, Syndication Agent, and the Revolving Collateral Agent, and CIT as the Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated supplemented or otherwise modified from time to time, (the "Revolving Credit Agreement").

Grantors are required to execute and deliver to the Revolving Collateral Agent this Trademark Security Agreement for the benefit of the holders of the Second Priority Lien Obligations (as defined in the Revolving Credit Agreement).

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Revolving Security Agreement, and, if not therein defined, in the Revolving Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.
 - (a) Grantors hereby grant to the Revolving Collateral Agent, for the benefit of the holders of the Second Priority Lien Obligations, a security interest in and continuing lien on all of Grantors' right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(i) all United States federal and state and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the right to use names, likenesses and biographical data, all registrations and applications for any of the foregoing including, but not limited to, the registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time);

(ii) the goodwill of the business symbolized by the foregoing, the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill;

(iii) all proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit;

(iv) any and all agreements granting any right in, to or under Trademarks to which Grantor is a party (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time); and

(v) to the extent not otherwise included above, all proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

(b) Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interests granted herein attach to (a) any lease, license, contract, property rights or agreement to which any Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term is rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided however that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such Lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above; or (b) any of the outstanding capital stock of a Controlled Foreign Corporation in excess of 65% of the voting power of all classes of capital stock of such Controlled Foreign Corporation entitled to vote; provided that immediately upon the amendment of the Tax Code to allow the pledge of a greater percentage of the voting power of capital stock in a Controlled Foreign Corporation without resulting in repatriation of earnings, the Trademark Collateral shall include, and the security interest granted by each Grantor shall attach to, such greater percentage of capital stock of each Controlled Foreign Corporation.

3. REVOLVING SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Revolving Collateral Agent, for the benefit of the holders of the Second Priority Lien Obligations, on behalf of itself and the other Revolving Secured Parties, pursuant to the Revolving Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Revolving Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Revolving Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Revolving Security Agreement, the provisions of the Revolving Security Agreement shall control.

4. COUNTERPARTS This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PRECISION ENGINE PRODUCTS CORP.

By: Stephen A. Sargin
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF NY)
COUNTY OF NY) ss.

On this 5 day of August, 2004 before me personally appeared Stephen Sargin proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantors, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Audrey Leff
Notary Public

ADDREY LEFF
Notary Public, State of New York
No. 41-4986614
Qualified in Queens County
Certificate Filed in Queens County
Commission Expires Sept. 23, 2005

{seal}

[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

STANADYNE CORPORATION

By: Stephen A. Slaugin
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF NY)
COUNTY OF NY) ss.

On this 5 day of August, 2004 before me personally appeared Stephen Slaugin proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantors, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Audrey Leff
Notary Public

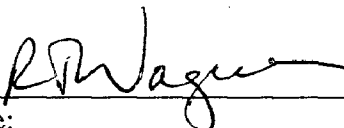
AUDREY LEFF
Notary Public, State of New York
No. 41-4986614
Qualified in Queens County
Certificate Filed in Queens County
Commission Expires Sept. 23, 2005

{seal}

[SIGNATURES CONTINUED ON NEXT PAGE]

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS CREDIT PARTNERS L.P.
as Term Collateral Agent

By: 

Name:

Title:


ROBERT WAGNER
Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK APPLICATIONS, REGISTRATIONS AND LICENSES

(see attached)




FEDERAL TRADEMARK SCHEDULE





STANADYNE CORPORATION (fka Stanadyne Automotive Corporation)



Mark	Serial No. Filing Date	Reg. No. Reg. Date
CPN	76/429,002 07/10/02	2,713,355 05/06/03
FLEET STRENGTH	73/762,152 11/07/88	1,544,088 06/20/89
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FUEL SENTRY	73/646,914 02/27/87	1,458,241 09/22/87
LUBRICITY FORMULA	75/028,439 12/06/95	2,060,155 05/06/97
PENCIL NOZZLE	72/205,620 11/05/64	808,434 05/17/66
PERFORMANCE FORMULA	73/758,035 10/17/88	1,555,387 09/12/89
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STANADYNE	73/838,474 11/13/89	1,629,975 01/01/91
TIME TRAC	73/758,033 10/17/88	1,556,626 09/19/89
WINTER 1000	73/758,034 10/17/88	1,549,700 08/01/89

FOREIGN TRADEMARK SCHEDULE

STANADYNE CORPORATION (fka Stanadyne Automotive Corporation)

Country	Mark	Serial No. Filing Date	Reg. No. Reg. Date
Australia	STANADYNE	455,321 11/14/86	455,321 01/13/89
Australia	STANADYNE	455,323 11/14/86	455,323 01/13/89
Austria	STANADYNE	2087 01/08/87	116,315 06/25/87
Benelux	STANADYNE	689,897 12/10/86	428,873 12/10/86
Brazil	STANADYNE	813459150 04/30/87	813459150 09/05/89
Canada	CPN	112,936,600 01/28/02	TMA609,898 05/11/04
Canada	LUBRICITY FORMULA	79,906,200 12/05/95	TMA469,987 01/28/97
Canada		89,684,100 11/19/98	TMA531,884 08/29/00
Canada	STANADYNE	81,493,800 03/25/86	TMA332,257 09/25/87
China	STANADYNE	310,536 08/03/87	310,536 03/20/88
China	STANADYNE	316,438 08/03/87	316,438 06/20/88
Finland	STANADYNE	199,001,376 03/13/90	116,273 01/20/92
France	CPN	02 3142885 01/22/02	02 3142885 01/22/02
France	FUEL MANAGER	03 3220546 04/14/03	03 3220546 04/14/03
France		95 576670 06/20/95	95 576670 06/20/95
France	RSN	97 661438 01/28/97	97 661438 01/28/97
France		99 768035 01/08/99	99 768035 01/08/99
France	STANADYNE	INPI828638 12/12/86	1,384,000 12/12/86
Germany	CPN	30202388 7 01/17/02	30202388 03/12/02
Germany	FUEL MANAGER	30319239 9 04/11/03	30319239 06/06/03

Country	Mark	Serial No. Filing Date	Reg. No. Reg. Date
Germany		39524340 8 06/12/95	39524340 04/17/96
Germany	RSN	39620803 7 05/06/96	39620803 01/17/97
Germany		39900686 9 01/08/99	39900686 08/02/99
Germany	STANADYNE	ST 15014 7WZ 01/12/87	1118901 03/07/88
India	FUEL MANAGER	921,535 04/28/00	PENDING
India	PENCIL NOZZLE	921,536 04/28/00	PENDING
India	RSN	989,931 02/13/01	PENDING
India	S (Stylized)	921,534 04/28/00	PENDING
India	STANADYNE	471,871 05/06/87	471,871 08/31/94
India	STANADYNE	471,873 05/06/87	471,873 05/13/93
Italy	CPN	546 2002 TO 02/26/02	
Italy	FUEL MANAGER	1467 2003 TO 05/27/03	
Italy		1969 95 TO 06/16/95	717,517 07/16/97
Italy	RSN	1836 97 TO 07/04/97	794,029 11/29/99
Italy		217 99 TO 01/28/99	871567 07/04/02
Italy	STANADYNE	3077 96 TO 11/15/96	754434 08/20/98
Japan	STANADYNE	S48-098276 06/18/73	1584035 04/27/83
South Korea	STANADYNE	87-8441 04/24/87	164,234 12/08/88
South Korea	STANADYNE	87-8442 04/24/87	160,389 10/07/88
Mexico	CPN	534,425 02/26/02	740,983 03/26/02

Country	Mark	Serial No. Filing Date	Reg. No. Reg. Date
Mexico	S (Stylized)	359,886 01/12/99	PENDING
Mexico	S (Stylized)	359,887 01/12/99	650,698 04/18/00
Mexico	STANADYNE	24,455 04/29/87	342,415 02/08/88
Norway		199913197 12/20/99	202,929 05/18/00
Norway	STANADYNE	19865010 12/12/86	140,490 02/22/90
South Africa	STANADYNE	86/7348 11/03/86	86/7348 05/18/88
South Africa	STANADYNE	86/7350 11/03/86	86/7350 05/18/88
Spain	CPN	2453087M5 02/05/02	2453087M5 06/20/02
Spain	FUEL MANAGER	2550900M4 07/16/03	2550900M4 12/18/03
Spain	STANADYNE	1172558M3 12/15/86	1172558M3 06/18/90
Spain	STANADYNE	1585349M7 08/17/90	1585349M7 07/05/93
Sweden	STANADYNE	198700116 01/09/87	221,325 03/01/91
Taiwan	STANADYNE	(76)-47818 09/04/87	398,418 04/16/88
Taiwan	STANADYNE	(76)-47819 09/04/87	400,029 05/01/88
Thailand	STANADYNE	167,771 08/04/87	Kor68437 05/03/88
Thailand	STANADYNE	167,772 08/04/87	Kor97092 05/03/88
United Kingdom	CPN	2290923 01/23/02	2290923 06/28/02
United Kingdom	FUEL MANAGER	2329713 04/15/03	2329713 10/31/03
United Kingdom		2188085 02/08/99	2188085 01/05/01
United Kingdom	STANADYNE	1295307 12/10/86	1295307 12/10/86
United Kingdom	STANADYNE	1295309 12/10/86	1295309 12/10/86