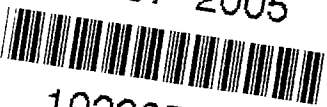


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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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.

2.7.05

1. Name of conveying party(ies): AUTOTRONIC CONTROLS CORPORATION

- Individual(s) Association General Partnership Limited Partnership Corporation-State TX 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: 01/28/2005

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)

B. Trademark Registration No.(s) 2,550,437

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: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- 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

Penelope S. Johnson Signature

02/03/2005 Date

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

02/08/2005 6TOM11 00000011 2550437

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40.00 OP

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

TRADEMARK REEL: 003116 FRAME: 0572

TRADEMARK SECURITY AGREEMENT

WHEREAS, AUTOTRONIC CONTROLS CORPORATION, a Texas corporation (“**Grantor**”), owns the Trademark registrations and Trademark registration applications listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, as a Borrower, has entered into an Amended and Restated Credit Agreement dated as of January 28, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with SUPERCHIPS, INC., a Florida corporation (“**Superchips**”), 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, and the other Lenders party thereto, providing for extensions of credit and other financial accommodations to be made to Grantor and Superchips by the Lenders; and

WHEREAS, pursuant to the terms of an Amended and Restated 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, Superchips and Agent (in such capacity, “**Grantee**”), Grantor has granted to Grantee for the benefit of Agent and the 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 and Trademark registration applications, 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 Trademark registrations and Trademark registration 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; and
- (2) 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 Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark registration applications referred in Schedule 1 or (b) injury to the goodwill associated with any Trademark or Trademark registration.

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 ___th day of January, 2005.

**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 - ACC

TRADEMARK
REEL: 003116 FRAME: 0575

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this ___th day of January, 2005.

**AUTOTRONIC CONTROLS
CORPORATION, a Texas corporation**

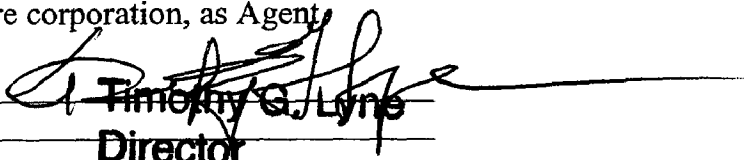
By: _____

Name: Daniel R. Gresham

Title: Chief Executive Officer

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: Timothy G. Lyne
Title: Director

Trademark Security Agreement - ACC

**TRADEMARK
REEL: 003116 FRAME: 0576**

Schedule 1 to
Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

Trademark	Country	Reg. No.	Reg. Date	Registrant/Holder
ALWAYS POWER	U.S.	2,550,437	3/19/2002	Autotronic Controls Corp.
DUAL CURVE	U.S.	2,320,134	2/22/2000	Autotronic Controls Corp.
ENGINE DYNAMICS	U.S.	2,547,548	3/12/2002	Autotronic Controls Corp.
FACTORY DIRECT PERFORMANCE	U.S.	2,523,097	12/25/2001	Autotronic Controls Corp.
HELI-CORE	U.S.	2,278,834	9/21/1999	Autotronic Controls Corp.
KICKER IGNITION	U.S.	2,374,168	8/8/2000	Autotronic Controls Corp.
MSD	U.S.	2,299,279	12/14/1999	Autotronic Controls Corp.
MSD DIGITAL	U.S.	2,459,089	6/12/2001	Autotronic Controls Corp.
MSD PRO-DATA	U.S.	2,424,645	1/30/2001	Autotronic Controls Corp.
PRO MAG	U.S.	2,339,620	4/11/2000	Autotronic Controls Corp.
SAFE CONTROLS	U.S.	2,291,476	11/9/1999	Autotronic Controls Corp.
SUPER CONDUCTOR	U.S.	2,431,063	2/27/2001	Autotronic Controls Corp.

U.S. TRADEMARK APPLICATIONS

Trademark	Country	App. No.	App. Date	Applicant/Holder
DIGITAL PROPANE INJECTION	U.S.	78/465731	8/11/04	Autotronic Controls Corp.
DPI	U.S.	78/465737	8/11/04	Autotronic Controls Corp.
ADVANCED POWER SYSTEMS	U.S.	78/360255	1/30/04	Autotronic Controls Corp.
TCD	U.S.	78/360316	1/30/04	Autotronic Controls Corp.
MSD POWERSPORTS	U.S.	78/431739	6/8/04	Autotronic Controls Corp.

FOREIGN TRADEMARK APPLICATIONS

NONE

FOREIGN TRADEMARK REGISTRATIONS

NONE