Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Old World Industries, Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☑ Corporation- State: Illinois
☐ Other

Citizenship (see guidelines)
Additional names of conveying parties attached? ☐ Yes ☐ No

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

Name: LaSalle Bank National Association
Internal Address: 135 South LaSalle Street
Street Address:
City: Chicago
State: Illinois
Country: Zip: 60602
☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☐ 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)

3. Nature of conveyance)/Execution Date(s) :
Execution Date(s) June 29, 2005
☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No.(s)
See Attached.
B. Trademark Registration No.(s)
See Attached.
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: Donald A. Ensing, McGuireWoods LLP
Internal Address:
Street Address: 77 West Wacker Drive, Suite 4100
City: Chicago
State: Illinois Zip: 60601
Phone Number: 312/849-8111
Fax Number: 312/849-8112
Email Address: densing@mcguirewoods.com

6. Total number of applications and registrations involved: 63

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 1,590.00
☐ 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 130437
Authorized User Name

9. Signature: D. Ensing, mwp
Signature
August 16, 2005
Date
Donald A. Ensing, Esq.
Name of Person Signing
Total number of pages including cover sheet, attachments, and document: 13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH $1590.00 130437 75749619

CONTINUATION

1. NAME OF CONVEYING PARTY(IES)
   Old World Industries, Inc., an Illinois corporation
   Splitfire International, Inc., an Illinois corporation
   Old World Direct Marketing, Inc., an Illinois corporation
   Old World Management, Inc., an Illinois corporation
   Old World Equity, Inc., an Illinois corporation
   Old World Transportation, Ltd., a Texas limited partnership
   Zonker Brothers Packaging, L.P., a Texas limited partnership

4. APPLICATION NUMBERS AND/OR REGISTRATION NUMBERS:
   See Attached Schedule 1

SCHEDULE 1

TRADEMARKS

No.	Mark Name	Serial No.	Registration No.
1.	24-7 AUTOPARTS.COM	75/749619	2390630
2.	24-7 AUTOPARTS.COM and Design	75/749619	2422900
3.	ADVANCE	74/184078	1735901
4.	ADVANCE and Design	540880	1377773
5.	ALL WEATHER	76/256523	
6.	ALL WEATHER	76/256523	2765859
7.	ALL WEATHER	74/182608	1700058
8.	ALL WEATHER and Design	74/184079	1700059
9.	ANY MAKE, ANY MODEL, ANY TIME	76/568551	
10.	ARCTIC	76/300545	2798514
11.	BIG SPARK	76/563087	
12.	COLOR PINK	76/103753	
13.	DUAL-MAG	76/459422	2885685
14.	EUROPEAK	76/227008	2825636
15.	FINAL CHARGE	74/633932	2014433
16.	FLEET CHARGE	74/227822	1824002
17.	FLUSH IT, FILL IT, FORGET IT!	76/616621	
18.	FULL FORCE	74/184080	1728756
19.	FULL FORCE and Design	573731	1400821
20.	HARD DRIVER	75/059303	2164390

No.	Mark Name	Serial No.	Registration No.
21.	HARD DRIVER and Design	75/128265	2204281
22.	HERCULINER	75/607886	2615658
23.	HERCULINER LOGO	75/906106	2421309
24.	LIFETIME	76/599434	
25.	MAXIMUM EVERYTHING EXCEPT THE PRICE	74/457516	1866650
26.	MAXPOWER	76/528854	2853214
27.	MAX-VISION	76/327416	2664541
28.	METRO	76/074488	2586281
29.	PEAK	75/103688	2171683
30.	PEAK	73/199620	1154334
31.	PEAK	76/571201	2893061
32.	PEAK	192020	1139332
33.	PEAK	72/162005	759028
34.	PEAK	74/116491	1745389
35.	PEAK	73/192018	1140133
36.	PEAK	75/103469	2239194
37.	PEAK	73/088713	1055889
38.	PEAK	75/103689	2175420
39.	PEAK	74/729762	2126039
40.	PEAK	74/078536	1651774
41.	PEAK	76/553768	2847418
42.	PEAK and Design	76/511292	2831657

No.	Mark Name	Serial No.	Registration No.
43.	PEAK and Design	76/592965	
44.	PEAK and Design	75/103813	2175421
45.	PEAK and Design	74/729763	2139440
46.	PEAK Antifreeze and Coolant year-round protection	73/097666	1074355
47.	PEAK GLOBAL	76/568550	2893059
48.	PEAK PERFORMANCE PRODUCTS and Design	76/553494	
49.	PEAK PERFORMANCE PRODUCTS and Design	76/571202	2897028
50.	PERFORMANCE V	75/005704	2100052
51.	PERFORMANCE V Design	76/491702	2814712
52.	POLAR GUARD	76/247004	2678881
53.	READY USE	75/002905	2202322
54.	SIERRA	74/013109	1692242
55.	SPLITFIRE	76/566101	
56.	SPLITFIRE	75/049448	2092101
57.	SPLITFIRE	74/173414	1688754
58.	SPLITFIRE	74/802345	1981296
59.	STEREOTALK	76/238808	2707718
60.	TELLIGENCE TECHNOLOGIES	76/345770	2757153
61.	THE SCIENCE OF DEICING	76/343060	2725664
62.	TOP OFF	73/501815	1353515
63.	ULTRA MELT	75/103137	2092247

AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this ***"Agreement"***), dated as of June 29, 2005, is among Old World Industries, Inc., an Illinois corporation, Splitfire International, Inc., an Illinois corporation, Old World Direct Marketing, Inc., an Illinois corporation, Old World Management, Inc., an Illinois corporation, Old World Equity, Inc., an Illinois corporation, Old World Transportation, Ltd., a Texas limited partnership and Zonker Brothers Packaging, L.P., a Texas limited partnership (collectively, the ***"Grantor"***), and LaSalle Bank National Association, as the Lenders' Agent (the ***"Lenders' Agent"***).

WITNESSETH:

WHEREAS, the Grantor, Ventum Energy, LP, a Texas limited partnership (***"Ventum"***) and the Lenders' Agent have previously entered into a Credit and Security Agreement dated as of July 3, 2002 (as heretofore amended, amended and restated or otherwise modified from time to time, the ***"Original Credit Agreement"***) with the other parties thereto, pursuant to which the Grantor and Ventum previously executed and delivered to the Lenders' Agent for the benefit of the lenders from time to time party to the Original Credit Agreement (the ***"Lenders"***) a Trademark Security Agreement dated as of July 3, 2002 (the ***"Original Trademark Security Agreement"***); and

WHEREAS, the Lenders' Agent and the Lenders have released (a) Ventum from its obligations as a borrower under the Original Credit Agreement, (b) any and all liens and security interest granted to Lenders' Agent for the benefit of the Lenders by Ventum pursuant to the Original Credit Agreement and (c) any and all liens and security interest granted to Lenders' Agent for the benefit of the Lenders by Ventum pursuant to the Original Trademark Security Agreement; and

WHEREAS, the Grantor has requested that the Lenders' Agent and the Lenders amend and restate the Original Credit Agreement by entering into an Amended and Restated Credit and Security Agreement dated even herewith (the ***"Credit Agreement"***), and as a condition to entering into the Credit Agreement, the Lenders' Agent and the Lenders have required the Grantor to execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to induce the Lenders to enter into the Obligations pursuant to the Credit Agreement, the Grantor agrees, for the benefit of Lenders and Lenders' Agent, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, the capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, and for the benefit of the Lenders and the Lenders' Agent, the Grantor does hereby mortgage, pledge and

hypothecate to the Lenders' Agent, and grant to the Lenders' Agent a security interest in, all of the following property (the ***"Trademark Collateral"***), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this ***clause (a)*** being collectively called a ***"Trademark"***), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country including, but not limited to, those referred to in ***Schedule 1*** hereto but excluding those related to the Deductions Management System;

(b) all Trademark licenses not related to the Deductions Management System;

(c) all reissues, extensions or renewals of any of the items described in ***clauses (a)*** and ***(b)*** above;

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, ***clauses (a)*** and ***(b)*** above; and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license described in clauses (a) and (b) above, or for any injury to the goodwill associated with the use of any Trademark described in clause (a) above or for breach or enforcement of any Trademark license described in clause (b) above.

Grantor acknowledges and agrees that this Agreement amends, restates and replaces the Original Trademark Security Agreement in its entirety. Subject to the limitations set forth in this ***Section 2***, and the release of the security interests and liens granted by Ventum pursuant to the Original Trademark Security Agreement, it is the intention and understanding of all the parties hereto that (a) all security interests under the Original Trademark Security Agreement remain in full force and effect and secure the Obligations under the Credit Agreement secured by this Agreement and (b) the priority of the security interests under the Original Trademark Security Agreement shall not be impaired by the execution, delivery and performance of this Agreement, the Credit Agreement, any other Facility Document or any other document related thereto.

SECTION 3. Credit Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lenders' Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lenders' Agent under

the Credit Agreement. The Credit Agreement (and all rights and remedies of the Lenders' Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Obligations and the termination of the Credit Agreement, the Lenders' Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Representations and Warranties; Covenants. The Grantor represents and warrants to, and the Grantor covenants with, the Lenders' Agent that except as otherwise permitted in the Credit Agreement: (a) all Trademark Collateral is and shall continue to be owned by Grantor, free and clear of all Liens whatsoever, except for the security interests in favor of Lenders' Agent and other Permitted Liens; (b) the security interests in the Trademark Collateral are not and shall not be subject to any prior Lien; and (c) the Grantor shall not, without the Lenders' Agent prior written consent, sell, lease or dispose of or permit the sale or disposition of the Trademark Collateral or any portion thereof.

SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders' Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by the reference herein as if fully set forth herein.

SECTION 7. Loan Document, etc. This Agreement is a Facility Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of the which shall constitute together but one and the same agreement.

[SIGNATURE PAGES FOLLOW]

TRADEMARK
REEL: 003176 FRAME: 0329

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Trademark Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

OLD WORLD INDUSTRIES, INC.,
an Illinois corporation

SPLITFIRE INTERNATIONAL INC.,
an Illinois corporation

OLD WORLD DIRECT MARKETING, INC., an Illinois corporation

OLD WORLD MANAGEMENT, INC.,
an Illinois corporation

OLD WORLD EQUITY, INC.,
an Illinois corporation

By: _____
Name: Brian R. Schweigel, for each of the foregoing Borrowers in his capacity as Treasurer of each of the foregoing Borrowers

ZONKER BROTHERS PACKAGING, L.P., a Texas limited partnership

OLD WORLD TRANSPORTATION, LTD,
a Texas limited partnership

By: **Old World Management, Inc,**
an Illinois corporation,
for each of the foregoing Borrowers in its capacity as General Partner of each of the foregoing Borrowers

By: _____
Name: Brian R. Schweigel
Title: Treasurer

ACKNOWLEDGED AND AGREED:

OLD WORLD INDUSTRIES I, LTD.,
a Texas limited partnership, as Guarantor

VENTUM ENERGY, LP,
a Texas limited partnership, as Guarantor

By: **Old World Management, Inc.,**
an Illinois corporation,
in its capacity as General Partner of each of the Guarantors

By: _____
Name: Brian R. Schweigel
Title: Treasurer

Address for Notices to all Borrowers:
4065 Commercial Avenue
Northbrook, Illinois 60062
Attn: Treasurer
Facsimile #: (847) 664-7002

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Trademark Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LA SALLE BANK NATIONAL ASSOCIATION,
as Administrative Agent

By _____
Name:
Title:

SCHEDULE 1

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23.	HERCULINER LOGO	75/906106	2421309
24.	LIFETIME	76/599434	
25.	MAXIMUM EVERYTHING EXCEPT THE PRICE	74/457516	1866650
26.	MAXPOWER	76/528854	2853214
27.	MAX-VISION	76/327416	2664541
28.	METRO	76/074488	2586281
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30.	PEAK	73/199620	1154334
31.	PEAK	76/571201	2893061
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33.	PEAK	72/162005	759028
34.	PEAK	74/116491	1745389
35.	PEAK	73/192018	1140133
36.	PEAK	75/103469	2239194
37.	PEAK	73/088713	1055889
38.	PEAK	75/103689	2175420
39.	PEAK	74/729762	2126039
40.	PEAK	74/078536	1651774
41.	PEAK	76/553768	2847418
42.	PEAK and Design	76/511292	2831657

No.	Mark Name	Serial No.	Registration No.
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44.	PEAK and Design	75/103813	2175421
45.	PEAK and Design	74/729763	2139440
46.	PEAK Antifreeze and Coolant year-round protection	73/097666	1074355
47.	PEAK GLOBAL	76/568550	2893059
48.	PEAK PERFORMANCE PRODUCTS and Design	76/553494	
49.	PEAK PERFORMANCE PRODUCTS and Design	76/571202	2897028
50.	PERFORMANCE V	75/005704	2100052
51.	PERFORMANCE V Design	76/491702	2814712
52.	POLAR GUARD	76/247004	2678881
53.	READY USE	75/002905	2202322
54.	SIERRA	74/013109	1692242
55.	SPLITFIRE	76/566101	
56.	SPLITFIRE	75/049448	2092101
57.	SPLITFIRE	74/173414	1688754
58.	SPLITFIRE	74/802345	1981296
59.	STEREOTALK	76/238808	2707718
60.	TELLIGENCE TECHNOLOGIES	76/345770	2757153
61.	THE SCIENCE OF DEICING	76/343060	2725664
62.	TOP OFF	73/501815	1353515
63.	ULTRA MELT	75/103137	2092247

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