

Form PTO-1594 (Rev. 03/05)  
OMB Collection 0651-0027 (exp. 6/30/2005)

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

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

1740-160

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

<b>1. Name of conveying party(ies):</b> Phillips & Temro Industries Inc.  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>North Dakota</u> <input type="checkbox"/> Other _____ Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No Name: <u>LaSalle Bank National Association, as agent</u> Internal Address: _____ Street Address: <u>135 S. LaSalle</u> City: <u>Chicago</u> State: <u>IL</u> Country: <u>U.S.</u> Zip: <u>60603</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>N.A.</u> Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)	
<b>3. Nature of conveyance / Execution Date(s) :</b> Execution Date(s) _____ <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other <u>August 12, 2005</u>		<b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b> A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____ Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</b> _____			
<b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Laura Konrath</u> Internal Address: <u>Winston &amp; Strawn LLP</u> <u>33rd Floor</u> Street Address: <u>35 W. Wacker Dr.</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u> Phone Number: <u>(312) 558-6352</u> Fax Number: <u>(312) 558-5700</u> Email Address: <u>lkonrath@winston.com</u>		<b>6. Total number of applications and registrations involved:</b> <u>10</u> <b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$ <u>265</u></b> <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed	
<b>9. Signature:</b> <u>Laura Konrath</u> Signature <u>Laura Konrath</u> Name of Person Signing		<b>8. Payment Information:</b> a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>232428</u> Authorized User Name <u>L Konrath</u> Date <u>9/6/05</u> Total number of pages including cover sheet, attachments, and document: _____	

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5996, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$265.00 232428 2060577

*Continuation  
Item 4*

SCHEDULE 1

to

PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Trademark	Application No./Date	Reg. No./ Date	Owner of Record
SMARTSHOT	75/010,121 10/13/95	2,060,577 05/13/97	Phillips & Temro Industries Inc.
PHILLIPS & TEMRO	75/010,120 10/13/95	2,115,082 11/25/97	Phillips & Temro Industries Inc.
VIBRA	75/010,116 10/13/95	2,105,341 11/12/96	Phillips & Temro Industries Inc.
ARCTIC THAW	75/010,118 10/13/95	2,015,342 11/12/96	Phillips & Temro Industries Inc.
ZERO-START	72/043,339 1/2/58	670,862 12/9/58	Phillips & Temro Industries Inc.
ZERO-START	72/209,725 1/11/65	819,039 11/22/66	Phillips & Temro Industries Inc.
HEAT-MAGNET	73/414,553 2/22/83	1,321,505 2/19/85	Phillips Temro, Inc.
EM Design	75/546,231 9/1/98	2,361,419 6/27/00	Phillips & Temro Industries Inc.
EM PRODUCTS	75/626,647 1/19/99	2,361,707 6/27/00	Phillips & Temro Industries Inc.
CAB POWER	75/808,868 9/23/99	2,392,455 10/3/00	Phillips & Temro Industries Inc.

European Community Trademarks

Trademark	Application No./Date	Reg. No./ Date	Owner of Record
PHILLIPS & TEMRO	000417550 9/12/96	000417550 11/22/00	Phillips & Temro Industries Inc.
TEMRO	000658567 10/20/97	000658567 2/3/00	Phillips & Temro Industries Inc.
CAB POWER	001572007 3/23/00	001572007 5/23/01	Phillips & Temro Industries Inc.

T M &amp; P M

**PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 12, 2005, by PHILLIPS & TEMRO INDUSTRIES INC., a North Dakota corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as collateral agent for the Administrative Agents and the Lenders (in such capacity, the "Collateral Agent").

**RECITALS**

A. The Grantor and/or its affiliates have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions, the Administrative Agents and the Collateral Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates.

B. The Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Collateral Agent pursuant to which certain obligations owed to the Agents and the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Collateral Agent, for the ratable benefit of the Agents and the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Agents and the Lenders, a security interest in substantially all of its assets, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Collateral Agent, for the benefit of the Lenders, as security for the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

PHILLIPS & TEMRO INDUSTRIES INC.

By: *J. D. Sibley*  
Title: Jason D. Sibley  
Assistant Secretary

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,  
as Collateral Agent

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

[Signature page to Patent and Trademark Security Agreement]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

PHILLIPS & TEMRO INDUSTRIES INC.

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

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,  
as Collateral Agent

By: *Patrick J. O'Shea*  
Title: \_\_\_\_\_

[Signature page to Patent and Trademark Security Agreement]

**SCHEDULE 1**  
to  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

**Trademarks, Trademark Applications and Trademark Licenses**

Trademark	Application No./Date	Reg. No./ Date	Owner of Record
SMARTSHOT	75/010,121 10/13/95	2,060,577 05/13/97	Phillips & Temro Industries Inc.
PHILLIPS & TEMRO	75/010,120 10/13/95	2,115,082 11/25/97	Phillips & Temro Industries Inc.
VIBRA	75/010,116 10/13/95	2,105,341 11/12/96	Phillips & Temro Industries Inc.
ARCTIC THAW	75/010,118 10/13/95	2,015,342 11/12/96	Phillips & Temro Industries Inc.
ZERO-START	72/043,339 1/2/58	670,862 12/9/58	Phillips & Temro Industries Inc.
ZERO-START	72/209,725 1/11/65	819,039 11/22/66	Phillips & Temro Industries Inc.
HEAT-MAGNET	73/414,553 2/22/83	1,321,505 2/19/85	Phillips Temro, Inc.
EM Design	75/546,231 9/1/98	2,361,419 6/27/00	Phillips & Temro Industries Inc.
EM PRODUCTS	75/626,647 1/19/99	2,361,707 6/27/00	Phillips & Temro Industries Inc.
CAB POWER	75/808,868 9/23/99	2,392,455 10/3/00	Phillips & Temro Industries Inc.

**European Community Trademarks**

Trademark	Application No./Date	Reg. No./ Date	Owner of Record
PHILLIPS & TEMRO	000417550 9/12/96	000417550 11/22/00	Phillips & Temro Industries Inc.
TEMRO	000658567 10/20/97	000658567 2/3/00	Phillips & Temro Industries Inc.
CAB POWER	001572007 3/23/00	001572007 5/23/01	Phillips & Temro Industries Inc.

**Canadian Trademarks**

<b>Trademark</b>	<b>Application No./Date</b>	<b>Reg. No./ Date</b>	<b>Owner of Record</b>
SMARTSHOT	0802007 1/18/96	TMA471479 2/24/97	Phillips & Temro Industries Inc.
PHILLIPS & TEMRO	0801470 1/11/96	TMA490997 3/5/98	Phillips & Temro Industries Inc.
VIBRA	0802008 1/18/96	TMA470278 1/30/97	Phillips & Temro Industries Inc.
HEAT-MAGNET	0801471 1/11/96	TMA467889 12/19/96	Phillips & Temro Industries Inc.
LITTLE BUDDY	0660298 6/19/90	TMA391296 12/6/91	Phillips & Temro Industries Inc.
TEMRO	0337875 11/16/70	TMA183967 6/23/72	Phillips & Temro Industries Inc.
ZERO START (stylized)	0422767 3/23/78	TMA234805 8/3/79	Phillips Temro, Inc.
CAB POWER	1051824 3/22/00	TMA562263 5/22/02	Phillips & Temro Industries Inc.
TEMRO & Design	0506737 7/19/83	TMA294708 8/31/84	Phillips & Temro Industries Inc.
EM PRODUCTS	1004530 2/9/99	TMA538539 12/11/00	Phillips & Temro Industries Inc.
LITTLE BUDDY (Design)	0664248 8/14/90	TMA390962 11/29/91	Phillips & Temro Industries Inc.
HEAT STICKER	0725014 3/19/93	TMA434452 10/14/94	Phillips & Temro Industries Inc.
HEATRAM		TMA217929 12/24/76	Phillips & Temro Industries Inc.
SILENT TWIN		TMA218133 12/31/76	Phillips & Temro Industries Inc.

**Norwegian Trademarks**

<b>Trademark</b>	<b>Application No./Date</b>	<b>Reg. No./ Date</b>	<b>Owner of Record</b>
PHILLIPS & TEMRO	Not Available	201,832 3/9/00	Phillips & Temro Industries Inc.



**State of Minnesota Trademarks**

<b>Trademark</b>	<b>Application No./Date</b>	<b>Reg. No./ Date</b>	<b>Owner of Record</b>
ZERO-START	Not Available	6,068 1/25/79	Phillips & Temro Industries Inc.
ZERO-START	Not Available	6,066 1/25/79	Phillips & Temro Industries Inc.
ZERO-START	Not Available	6,065 1/25/79	Phillips & Temro Industries Inc.
ZERO-START	Not Available	6,067 1/25/79	Phillips & Temro Industries Inc.

**Trademark Licenses:**

None

**SCHEDULE 2**  
to  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

**Patents, Patent Applications and Patent Licenses**

Title	United States Patents		Owner of Record
	Serial No./Date	Pat. No./ Issued	
Frost Plug Heater	07/120,233 11/13/87	4,851,640 7/25/89	Phillips Temro Industries Inc.
Measured Shot Ether System	07/013,575 2/11/87	4,774,916 10/4/88	Phillips Temro Industries Inc.
Low Profile Intake Manifold Heater	08/493,486 1/22/95	5,595,164 1/21/97	Phillips & Temro Industries Inc.
Air Intake Heater with Connector Posts	08/582,747 1/4/96	5,743,242 4/28/98	Phillips & Temro Industries Inc.
Air Intake Heater with Vertically Oriented Heating Elements	08/927,003 9/10/97	5,887,575 3/30/99	Phillips & Temro Industries Inc.
PCV Heater and Method for Manufacturing Same	09/044,723 3/19/98	5,970,962 10/26/99	Phillips & Temro Industries Inc.
PCV Heater and Method for Manufacturing Same	09/127,060 7/31/98	6,062,206 5/16/00	Phillips & Temro Industries Inc.
Modular Air Intake Heater	09/060,808 4/15/98	5,988,146 11/23/99	Phillips & Temro Industries Inc.
Modular Air Intake Heater	09/109,586 7/2/98	6,119,665 9/19/00	Phillips & Temro Industries Inc.
Modular Air Intake Heater	09/189,822 11/10/98	5,992,399 11/30/99	Phillips & Temro Industries Inc.
Modular Air Intake Heater	09/371,727 8/10/99	6,073,615 6/13/00	Phillips & Temro Industries Inc.
Drop-in Air Heater for an Engine with Heater Support Frame Having Prongs	09/209,388 12/10/98	6,031,204 2/29/00	Phillips & Temro Industries Inc.
Drop-in Air Heater for an Engine with Heater Support Frame Having Prongs	09/248,510 2/10/99	6,040,557 3/21/00	Phillips & Temro Industries Inc.
Air Intake Heater with Integrated Power and Ground Connector	09/167,271 10/7/98	6,152,117 11/28/00	Phillips & Temro Industries Inc.
Air Heater with Perforated Resistance Element	09/309,680 5/11/99	6,242,712 6/5/01	Phillips & Temro Industries Inc.
Grounding/Sealing Gasket	09/492,257 1/27/90	6,259,060 7/10/01	Phillips & Temro Industries Inc.

Title	Serial No./Date	Pat. No./ Issued	Owner of Record
Dual Media Connector for a Vehicle	09/497,605 2/3/00	6,257,923 7/10/01	Phillips & Temro Industries Inc.
Air Intake Heater Retention Mechanism	10/055,615 1/23/02	6,651,632 11/25/03	Phillips & Temro Industries Inc.

#### U.S. Pending Applications

Title	Ser.No./ File Date	Pat. No./ Issued	Owner of Record
Thermostatic Cord	10/931,603 9/1/04	Not Applicable	Phillips & Temro Industries Inc.
Breakable Connector	10/952,566 9/28/04	Not Applicable	Phillips & Temro Industries Inc.

#### PCT Applications

Title	Ser.No./ File Date	Pat. No./ Issued	Owner of Record
Controller for Air Intake Heater	US04424079 7/27/04	Not Applicable	Phillips & Temro Industries Inc.

#### European Patent Applications

Title	Ser. No./ Filed	Pat. No./ Issued	Owner of Record
Air Intake Heater with Connector Posts	961197233 12/9/96	Not Applicable	Phillips & Temro Industries Inc.
Air Intake Heater with Vertically Oriented Heating Elements	989448329 9/10/98	Not Applicable	Phillips & Temro Industries Inc.
Modular Air Intake Heater	999185085 4/12/99	Not Applicable	Phillips & Temro Industries Inc.

#### Patent Licenses:

None