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
Old World Industries, Inc.		09/30/2005	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	GMAC Commercial Finance LLC, as Agent
Street Address:	210 Interstate North Parkway, Suite 315
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Registration Number:	2390630	24-7AUTOPARTS.COM
Registration Number:	2422900	24-7 AUTOPARTS.COM
Registration Number:	1735901	ADVANCE
Registration Number:	1377773	ADVANCE
Serial Number:	76256523	ALL WEATHER
Registration Number:	2765859	ALL WEATHER
Registration Number:	1700058	ALL WEATHER
Registration Number:	1700059	ALL WEATHER
Serial Number:	76568551	ANY MAKE. ANY MODEL. ANY TIME.
Registration Number:	2798514	ARCTIC
Serial Number:	76563087	BIG SPARK
Serial Number:	76103753	
Registration Number:	2885685	DUAL-MAG
Registration Number:	2825636	EUROPEAK

CH $1590.00 2390630

Registration Number:	1824002	FLEET CHARGE
Registration Number:	2014433	FINAL CHARGE
Serial Number:	76616621	FLUSH IT, FILL IT, FORGET IT!
Registration Number:	1728756	FULL FORCE
Registration Number:	1400821	FULL FORCE
Registration Number:	2164390	HARD DRIVER
Registration Number:	2204281	HARD DRIVER
Registration Number:	2615658	HERCULINER
Registration Number:	2421309	
Serial Number:	76599434	LIFETIME
Registration Number:	1866650	MAXIMUM EVERYTHING. EXCEPT THE PRICE.
Registration Number:	2853214	MAXPOWER
Registration Number:	2664541	MAX-VISION
Registration Number:	2586281	METRO
Registration Number:	2171683	PEAK
Registration Number:	1154334	PEAK
Registration Number:	2893061	PEAK
Registration Number:	1139332	PEAK
Serial Number:	72162005	PEAK
Registration Number:	1745389	PEAK
Registration Number:	1140133	PEAK
Registration Number:	2239194	PEAK
Registration Number:	1055889	PEAK
Registration Number:	2175420	PEAK
Registration Number:	2126039	PEAK
Registration Number:	1651774	PEAK
Registration Number:	2847418	PEAK
Registration Number:	2831657	PEAK
Serial Number:	76592965	PEAK
Registration Number:	2175421	PEAK
Registration Number:	2139440	PEAK
Registration Number:	1074355	PEAK ANTIFREEZE & COOLANT YEAR-ROUND PROTECTION
Registration Number:	2893059	PEAK GLOBAL
Serial Number:	76553494	PEAK PERFORMANCE PRODUCTS

Registration Number:	2897028	PEAK PERFORMANCE PRODUCTS
Registration Number:	2100052	PERFORMANCE V
Registration Number:	2814712	PERFORMANCE V
Registration Number:	2678881	POLAR GUARD
Registration Number:	2202322	READY USE
Registration Number:	1692242	SIERRA
Serial Number:	76566101	SPLITFIRE
Registration Number:	2092101	SPLITFIRE
Registration Number:	1688754	SPLITFIRE
Registration Number:	1981296	SPLITFIRE
Registration Number:	2707718	STEREOTALK
Registration Number:	2757153	TELLIGENCE TECHNOLOGIES
Registration Number:	2725664	THE SCIENCE OF DEICING
Registration Number:	1353515	TOP OFF
Registration Number:	2092247	ULTRA MELT

CORRESPONDENCE DATA

Fax Number: (404)602-9050

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-888-4000

Email: lvirts@hunton.com

Correspondent Name: Timothy V. Johnson, Esq.

Address Line 1: Hunton & Williams LLP

Address Line 2: Suite 4100, 600 Peachtree Street, N.E.

Address Line 4: Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	62591.16
NAME OF SUBMITTER:	Timothy V. Johnson
Signature:	/s/Timothy V. Johnson
Date:	11/16/2005

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of September 30, 2005, by OLD WORLD INDUSTRIES, INC., an Illinois corporation ("Grantor"), in favor of GMAC COMMERCIAL FINANCE LLC, in its capacity as administrative agent for Lenders (the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Term Loan Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Term Loan Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Term Loan Agreement), by and among Old World Industries I, Ltd. ("Borrower"), Grantor, the other Loan Parties from time to time signatory thereto, the Administrative Agent and the other Agents and Lenders from time to time signatory thereto, the Lenders have agreed to make Term Loans to Borrower; and

WHEREAS, Administrative Agent and the other Agents and Lenders are willing to make the Term Loans as provided for in the Term Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to the Administrative Agent, for itself and the benefit of Lenders, the Security Agreement; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Agreement to the Administrative Agent;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with the Administrative Agent as follows:

1. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete repayment and performance of Grantor's Obligations under the Term Loan Agreement and other Loan Documents, Grantor hereby grants to the Administrative Agent, for itself and the benefit of Lenders, a continuing first priority security interest in and lien upon (subject to Permitted Liens and except as set forth in the LaSalle Intercreditor Agreement) all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"): (a) all of its trademarks and trademark licenses to which it is a party including, without limitation, those set forth on Exhibit A attached hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any trademark or trademark licensed under any trademark license, and (ii) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license.

TRADEMARK
REEL: 003195 FRAME: 0692

2. Pledge and Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for itself and the benefit of Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the LaSalle Intercreditor Agreement, the terms and provisions of which are incorporated by reference herein as if set forth at length herein.

3. Counterparts. This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[signatures appear on the following page]

TRADEMARK
REEL: 003195 FRAME: 0693

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

GRANTOR:

OLD WORLD INDUSTRIES, INC.

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

Address:

4065 Commercial Avenue
Northbrook, IL 60062

State of Illinois)
) ss.:
County of Dupage)

On the 30th day of September, in the year 2005, before me, the undersigned, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the instrument and acknowledged to me that he or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

_____
Notary

OFFICIAL SEAL
HEATHER MIKOS-BLOCK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7-14-2008

ACCEPTED AND ACKNOWLEDGED BY:

ADMINISTRATIVE AGENT:

GMAC COMMERCIAL FINANCE LLC

By: _____
Name: _____
Title: _____

Trademark Security Agreement Signature Page
585612

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

GRANTOR:

OLD WORLD INDUSTRIES, INC.

By: _____
Name: _____
Title: _____

Address:

4065 Commercial Avenue
Northbrook, IL 60062

State of _____)
) ss.:
County of _____)

On the _____ day of _____, in the year 2005, before me, the undersigned, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the instrument and acknowledged to me that he or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

_____
Notary

[Notarial Seal]

ACCEPTED AND ACKNOWLEDGED BY:

ADMINISTRATIVE AGENT:

GMAC COMMERCIAL FINANCE LLC

By: Michael Hampton
Name: Michael Hampton
Title: Vice President

Exhibit A
to
Trademark Security Agreement

TRADEMARKS

NO.	TRADEMARKS	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
21.	HARD DRIVER and Design	75/128265	2204281
22.	HERCULINER	75/607886	2615658

No.	TRADEMARKS	Serial No.	Registration No.
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
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	

No.	TRADEMARKS	SERIAL NO.	REGISTRATION NO.
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