

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
Autotronic Controls Corporation		11/08/2005	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Antares Capital Corporation, as Agent
Street Address:	311 South Wacker Drive
Internal Address:	Suite 4400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1656136	RACEPAK
Serial Number:	78662812	APS
Serial Number:	76645242	FLASHPAQ
Serial Number:	76645285	FLASHPAQ
Serial Number:	78662575	E-CURVE
Serial Number:	78669603	LAZER GAUGE
Serial Number:	76647113	SF STREET FIRE
Serial Number:	76647112	SF STREET FIRE
Serial Number:	76662823	
Serial Number:	78360255	ADVANCED POWER SYSTEMS

CORRESPONDENCE DATA

Fax Number: (312)577-4752
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900036324

**TRADEMARK
 REEL: 003196 FRAME: 0573**

CH \$265.00 1656136

Email: penelope.johnson@kattenlaw.com
Correspondent Name: Penelope S. Johnson
Address Line 1: 525 W. Monroe
Address Line 2: c/o Katten Muchin Rosenman LLP
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170/00154
NAME OF SUBMITTER:	Penelope S. Johnson
Signature:	/Penelope S. Johnson/
Date:	11/17/2005

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of November 8, 2005, is between AUTOTRONIC CONTROLS CORPORATION, a Texas corporation (the "**Grantor**") and ANTARES CAPITAL CORPORATION, a Delaware corporation, as Agent (as such term is defined below, in such capacity, the "**Grantee**")

WHEREAS, 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 has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), with SUPERCHIPS, INC., a Florida corporation ("**Superchips**"), COMPETITION SYSTEMS, INC., a California corporation ("**CSI**"), 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 a Second Amended and Restated Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") between Grantor, Superchips, CSI 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 the date first set forth above.

AUTOTRONIC CONTROLS CORPORATION, a Texas corporation

By: *James M. Belland*
Name: JAMES M. BELTRAME
Title: VP. CFO

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: _____
Name: _____
Title: _____

Trademark Security Agreement - ACC

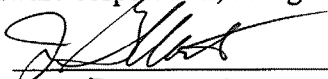
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on the date first set forth above.

AUTOTRONIC CONTROLS CORPORATION, a Texas corporation

By: _____
Name: _____
Title: _____

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: John G. Martin
Title: Managing Director

Trademark Security Agreement - ACC

TRADEMARK
REEL: 003196 FRAME: 0578

Schedule 1 to
Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

Trademark	Reg. No.	Reg. Date
RACEPAK	1,656,136	9/10/91
ADVANCED POWER SYSTEMS	3,005,053	10/4/05

U.S. TRADEMARK APPLICATIONS

Trademark	App. No.	App. Date
APS	78/662812	07/01/05
FLASHPAQ	76/645242 (ITU)	8/19/05
FLASHPAQ & DESIGN	76/645285 (ITU)	8/19/05
E CURVE	78/662,575 (ITU)	7/1/05
LAZER GAUGE	78/669603 (ITU)	7/13/05
SF STREET FIRE	76/647113 (ITU)	9/20/05
SF STREET FIRE & DESIGN	76/647112 (ITU)	9/20/05
SLIDE-LOC	76/662823 (ITU)	7/1/05

FOREIGN TRADEMARK APPLICATIONS

NONE

FOREIGN TRADEMARK REGISTRATIONS

NONE