

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
VP RACING FUELS, INC.		06/27/2006	CORPORATION: TEXAS
PLASTIC PRODUCT FORMERS, INC.		06/27/2006	CORPORATION: TEXAS
TEXAS ALLIED HOLDINGS, INC.		06/27/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK
Street Address:	16414 San Pedro, Suite 700
Internal Address:	Attn: Katie Neason
City:	San Antonio
State/Country:	TEXAS
Postal Code:	78232
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	1635243	GL 150
Registration Number:	2144806	TEAM NITRO
Registration Number:	2093123	VP RACING FUELS
Registration Number:	2144124	VP RACING FUELS
Registration Number:	2063503	VP RACING FUELS
Registration Number:	2059518	VP RACING FUELS
Registration Number:	2061606	VP RACING FUELS
Registration Number:	2063502	VP RACING FUELS
Registration Number:	2059517	VP RACING FUELS
Registration Number:	2059516	VP RACING FUELS
Registration Number:	2059515	VP RACING FUELS

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Registration Number:	2099240	VP RACING FUELS
Registration Number:	2059514	VP RACING FUELS
Registration Number:	2608893	VP RACING
Serial Number:	78526607	ADVANCING THE SCIENCE OF MOTOR SPORTS
Serial Number:	78526912	STREET BLAZE
Serial Number:	78780219	METHYL FUEL
Serial Number:	78780233	SPORTSMAN'S CONTAINER
Serial Number:	78882415	PUSH YOUR RIDE TO ITS LIMITS!
Serial Number:	78748410	MR. MOTO WASH
Registration Number:	2653690	MR. MOTO

CORRESPONDENCE DATA

Fax Number: (214)745-5390
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214.745.5400
Email: bgarrard@winstead.com
Correspondent Name: Winstead Sechrest & Minick
Address Line 1: P.O. Box 50784
Address Line 2: Attn: Beverly Garrard
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	4839-485
NAME OF SUBMITTER:	Ross Spencer Garsson
Signature:	/Ross Spencer Garsson/
Date:	08/04/2006

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), is made as of June 27, 2006, by VP RACING FUELS, INC., a Texas corporation, PLASTIC PRODUCT FORMERS, INC., a Texas corporation, and TEXAS ALLIED HOLDINGS, INC., a Delaware corporation (each a "Debtor" and collectively the "Debtors"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION ("Secured Party") for it and the benefit of each other Secured Creditor.

RECITALS:

A. Pursuant to the Credit Agreement dated as of June 27, 2006 (such agreement, together with all amendments and restatements, the "Credit Agreement"), among Texas Allied Holdings, Inc., a Delaware corporation, Hi Tech Properties, L.C., a Texas limited liability company (each individually a "Borrower" and collectively the "Borrowers") and Secured Party, Secured Party has extended a commitment to make loans to Borrowers and Secured Party and certain of its affiliates may make financial accommodations to Debtor (Secured Party and such affiliates, the "Secured Creditors").

B. In connection with the Credit Agreement, each Debtor has executed and delivered the Security Agreement among each Debtor, other parties thereto and Secured Party dated as of June 27, 2006 (such agreement, together with all amendments and restatements, the "Security Agreement").

C. As a condition precedent to the making of the loans (including the initial loan) under the Credit Agreement and the extension of financial accommodations, Debtor is required to execute and deliver this Agreement and to grant to Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all indebtedness under the Credit Agreement.

D. Each Debtor has duly authorized the execution, delivery and performance of this Agreement.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Secured Party to make loans (including the initial loan) pursuant to the Credit Agreement and Secured Party and the other Secured Creditors to make financial accommodations to each Debtor, such Debtor agrees, for the benefit of Secured Party and each other Secured Creditor as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

"Trademark License" means any written agreement now or hereafter in existence granting to Debtor any right to use any Trademark.

"Trademarks" means all of the following now owned or hereafter acquired by Debtor: (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof; (b) all reissues, extensions, and renewals thereof; (c) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.

2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the indebtedness, each Debtor does hereby mortgage, pledge and hypothecate to Secured Party, and grant to Secured Party a security interest in, for its benefit and the benefit of each other Secured Creditor, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired by it:

(a) all Trademarks, including all Trademarks referred to in Schedule 1 attached hereto;

(b) all applications for Trademarks, including each Trademark application referred to in Schedule 2; and

(c) all Trademark Licenses, including all Trademark Licenses referred to in Schedule 1 attached hereto; and

(d) all proceeds and products of the foregoing, including, without limitation, insurance payable by reason of loss or damage to the foregoing.

3. Security Agreement. This Agreement has been executed and delivered by each Debtor for the purpose of registering the security interest of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. Loan Document, etc. This Agreement is a Loan 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.

6. 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 which shall constitute together but one and the same agreement.

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FOLLOW.]

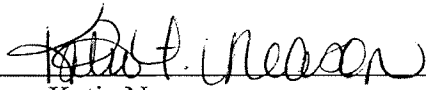
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TEXAS ALLIED HOLDINGS, INC.
VP RACING FUELS, INC.
PLASTIC PRODUCT FORMERS, INC.

By:  _____

Frederick R. Morrison
President of each entity listed above

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 
Katie Neason
Vice President

Schedule 1		Registered Trademarks					
Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Registration
VP Racing Fuels, Inc.	Owner	GL 150 AND DESIGN	1,635,243	04	Lubricant For Automobiles	02/19/1991	US
VP Racing Fuels, Inc.	Owner	TEAM INTRO	2,144,806	25	Clothing; namely shirts, jumpsuits, sweatshirts, jackets, hats, aprons, and shoes.	03/17/1998	US
VP Racing Fuels, Inc.	Owner	VP RACING FUELS AND DESIGN	728,016	01; 04	<p>Class 01 – Fuel Additives, oil additives, cooling system additives, lubricant additives, track adhesive and tire softeners;</p> <p>Class 04 – Industrial Oils and greases including hobby oils and racing oils; lubricants; dust absorbing, wetting and binding compositions; fuels (including motor spirit) including hobby fuels and racing fuels; Honing oil; Illuminants; Candles and wicks</p>	09/05/1997	Australia

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Registration
VP Racing Fuels, Inc.	Owner	VP RACING FUELS AND DESIGN	TMA516,582	01; 02; 03	<p>Class 01; Fuel Additives, oil additives, cooling system additives, lubricant additives, track adhesives and tire softeners, hobby fuels and racing fuels, lubricants namely automobile lubricants, motorcycle lubricants and industrial lubricants, hobby oils and racing oils, honing oil.</p> <p>Class 02; Hobby craft fuels and racing fuels, lubricants, namely automobile lubricants, motorcycle lubricants and industrial lubricants, hobby craft oils and racing oils, honing oil.</p> <p>Class 03; Fuel Additives, oil additives, cooling system additives, lubricant additives, track adhesives, and softeners</p>	09/21/1999	Canada
VP Racing Fuels, Inc.	Owner	VP RACING FUELS AND DESIGN	631,495	01	Fuel additives, oil additives, cooling systems additives, lubricant additives, track adhesive and tire softeners.	10/29/1999	Mexico

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Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Registration
VP Racing Fuels, Inc.	Owner	VP RACING FUELS AND DESIGN	561,194	04	Oils and greases, lubricants; liquid, gaseous and solid fuels; Dust laying and absorbing compositions, illuminants; wax for use in manufacture; non-chemical additives for oils and fuels; oil for the preservation of masonry; petroleum jelly for industrial purposes; Tallow; Automatic transmission fluids.	10/27/1997	Mexico
VP Racing Fuels, Inc.	Owner	VP RACING FUELS AND DESIGN	2,093,123	01	Fuel Additives, Oil Additives, Cooling System Additives, Lubricant Additives, Track Adhesives, Tire Softeners	09/02/1997	US
VP Racing Fuels, Inc.	Owner	VP RACING FUELS AND DESIGN	2,144,124	04	Hobby Craft Fuels, Automotive, Lubricants, and Hobby Craft Oils	03/17/1998	US
VP Racing Fuels, Inc.	Owner	VP RACING FUELS AND DESIGN	2,063,503	06	Metal Keychains	05/20/1997	US
VP Racing Fuels, Inc.	Owner	VP RACING FUELS AND DESIGN	2,059,518	14	Medallions Lapel Pins	05/06/1997	US
VP Racing Fuels, Inc.	Owner	VP RACING FUELS AND DESIGN	2,061,606	16	Decals	05/13/1997	US
VP Racing Fuels, Inc.	Owner	VP RACING FUELS AND DESIGN	2,063,502	20	Plastic Banners	05/20/1997	US

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Registration
VP Racing Fuels, Inc.	Owner	VP RACING FUELS AND DESIGN	2,059,517	21	Funnels and jugs	05/06/1997	US
VP Racing Fuels, Inc.	Owner	VP RACING FUELS AND DESIGN	2,059,516	25	Shirts, jumpsuits, sweatshirts, jackets, hats, aprons	05/06/1997	US
VP Racing Fuels, Inc.	Owner	VP RACING FUELS AND DESIGN	2,059,515	26	Cloth embroidered clothing patches	05/06/1997	US
VP Racing Fuels, Inc.	Owner	VP RACING FUELS AND DESIGN	2,099,240	41	Sponsoring racing events, racing cars, boats, motorcycles, and airplanes	09/23/1997	US
VP Racing Fuels, Inc.	Owner	VP RACING FUELS AND DESIGN	2,059,514	24	Cloth flags	05/06/1997	US
VP Racing Fuels, Inc.	Owner	VP RACING AND DESIGN	2,608,893	04	Fuel, Namely, Methanol and Nitromethane Containing Additives For Hobby Crafts, Namely, Automobiles And Airplanes; Automotive Lubricants; And Automotive Racing Fuels	08/20/2002	US

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Registration
VP Racing Fuels, Inc.	Owner	ADVANCING THE SCIENCE OF MOTOR SPORTS	Ser. No. 78/526,607	01; 04	<p>Class 01; Chemical additives for motor oil; detergent additives for use with motor oil; chemical additives for fuel treatment, namely octane booster and chemical fuel additives</p> <p>Class 04; Fuels for motor vehicles, namely nitromethane, methanol, and gasoline; motor oil; non-chemical additives for fuel treatment, namely octane booster non-chemical additives; non-chemical motor oil; and non-chemical motor oil additives</p>	Filed: 12/03/2004	US
VP Racing Fuels, Inc.	Owner	STREET BLAZE	Ser. No. 78/526,912	04	Gasoline; hobby craft fuels; automotive lubricants; and hobby craft oils, namely engine oils for hobby craft	Filed: 12/03/2004	US
VP Racing Fuels, Inc.	Owner	METHYL FUEL	Ser. No. 78/780,219	04	Gasoline; hobby craft fuels; automotive lubricants; and hobby craft oils, namely engine oils for hobby craft	Filed: 12/23/2005	US
VP Racing Fuels, Inc.	Owner	METHYL FUEL	No Ser. No. Assigned yet ... recently filed				Canada

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Registration
VP Racing Fuels, Inc.	Owner	METHYL FUEL	No Ser. No. Assigned yet ... recently filed				Mexico
Plastic Product Formers, Inc.	Owner	SPORTSMAN'S CONTAINER	Ser. No. 78/780,233	28	Plastic jugs and other vessels for storing, transporting and carrying a variety of products	Filed: 12/23/2005	US
Plastic Product Formers, Inc.	Owner	SPORTSMAN'S CONTAINER	No Ser. No. yet Recently filed				Canada
Plastic Product Formers, Inc.	Owner	SPORTSMAN'S CONTAINER	No Ser. No. yet Recently filed				Mexico
Texas Allied Holdings, Inc.	Owner	PUSH YOUR RIDE TO ITS LIMITS!	Ser. No. 78/882,415	04	Fuels for motor vehicles, namely nitromethane, methanol, and gasoline; hobby craft fuels; motor oil; non-chemical additives for fuel treatment, namely octane booster non-chemical additives; non-chemical motor oil; and non-chemical motor oil additives; and hobby craft oils, namely engine oils for hobby craft	Filed: 05/12/2005	US
Texas Allied Holdings, Inc.	Owner	MR. MOTO WASH	Ser. No. 78/748,410	03	Detergent and polish	Filed: 11/07/2005	US

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Registration
Texas Allied Holdings, Inc.	Owner	MR. MOTO	2,653,690	03	All-purpose cleaners; glass cleaners; and cleaners for use in restaurants, kitchens and food preparation areas; Automobile and motorcycle cleaning products, namely detergent, wax, polish, waterspot remover, hand cleaner, parts cleaner, degreaser and adhesive remover	11/26/2002	US

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Schedule 2 Trademark Applications

Applicant	Nature of Debtor's Interest (e.g. owner, licensee)	Trademark Application relates to following Trademark	Serial No.	Int'l Class Covered	Goods or Services Covered	Date of Application	Country of Application
To be Provided By Debtor							

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