

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cadillac Rubber & Plastics, Inc.		08/11/2006	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Crystal Capital Fund, L.P., as Collateral Agent		
Street Address:	1 Federal Street, 9th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2873079	DURABUSH	
Registration Number:	2685311	VIBRAMOUNT	
Registration Number:	2328455	CADBAR	
Registration Number:	2021568	CRP	
Serial Number:	78494642	GREENBAR	
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-951-8517		
Email:	kristine.ouimet@bingham.com		
Correspondent Name:	Kristine L. Ouimet		
Address Line 1:	150 Federal Street		
Address Line 2:	c/o Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	3004900.321015		

OP \$140.00 2873079

NAME OF SUBMITTER:	Kristine L. Ouimet
Signature:	/Kristine L. Ouimet/
Date:	08/23/2006
Total Attachments: 7 source=Trademark Security Agreement (08-11-06)#page1.tif source=Trademark Security Agreement (08-11-06)#page2.tif source=Trademark Security Agreement (08-11-06)#page3.tif source=Trademark Security Agreement (08-11-06)#page4.tif source=Trademark Security Agreement (08-11-06)#page5.tif source=Trademark Security Agreement (08-11-06)#page6.tif source=Trademark Security Agreement (08-11-06)#page7.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 11, 2006 (this "Agreement"), between Crystal Capital Fund, L.P., as the Collateral Agent under the Security Agreement referred to below (together with its successors and assigns, the "Collateral Agent"), and Cadillac Rubber & Plastics, Inc., a Michigan corporation (the "Grantor").

WITNESSETH:

WHEREAS, Petrol Automotive Holdings, Inc., a Delaware corporation (the "US Borrower"), Avon Automotive UK Holdings Limited, a limited company organized under the laws of England and Wales (the "UK Borrower"), Avon Otomotiv Sanayi ve Ticaret Limited Sirketi, a limited company organized under the laws of Turkey (the "Turkey Borrower" and, together with the US Borrower and UK Borrower, the "Borrowers"), the financial institutions party thereto as lenders and the Collateral Agent have entered into the Term Loan Agreement, dated as of August 11, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Term Loan Agreement");

WHEREAS, in connection with the Term Loan Agreement, Avon Automotive Holdings, Inc., the direct parent company of the US Borrower, the US Borrower and certain of their respective Subsidiaries, including the Grantor, have entered into the Security Agreement, dated as of August 11, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Collateral Agent for the benefit of the Secured Parties, a security interest in certain collateral, including but not limited to all right, title and interest of the Grantor in its Trademarks; and

WHEREAS, the Collateral Agent and the Grantor have agreed to execute and deliver this Agreement in order to perfect the security interest of the Collateral Agent in the Grantor's Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Defined Terms. All capitalized terms not defined herein shall have the meaning ascribed to them in, or incorporated by reference in, the Security Agreement, and the rules of interpretation set forth in Section 1.2 of the Security Agreement shall be applicable hereto.

SECTION 2. Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Grantor hereby pledges, assigns, and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in (whether now owned or hereafter acquired by the Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Grantor in and to the following, whether existing now or at any time hereafter:

- (i) all trademarks and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all registrations and recordings with respect to any of the foregoing;

(iv) all renewals of any of the foregoing;

(v) all licenses, including Trademark Licenses, and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(vi) all rights to sue and recover damages or obtain injunctive relief for past, present or future infringement, misappropriation, violation or breach of any of the foregoing;

(vii) all good will related to any of the foregoing; and

(viii) all proceeds of any and all of the foregoing.

SECTION 3. Reference to Security Agreement. This Agreement has been entered into by the Grantor and the Collateral Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

SECTION 4. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 5. JURY TRIAL WAIVER. THE GRANTOR HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

SECTION 6. Intercreditor Agreement. Notwithstanding anything to the contrary contained herein, the rights and remedies of the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

CADILLAC RUBBER & PLASTICS, INC.

By:  _____

Name: Roland J. Richards
Title: President

STATE OF Michigan
COUNTY OF Washtenaw ss:

On this 24th day of July, 2006, before me personally appeared Michael J. Roberts, to me known who, being by me duly sworn, did depose and say that he is the President of CADILLAC RUBBER & PLASTICS, INC., the institution described herein, and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by CADILLAC RUBBER & PLASTICS, INC.

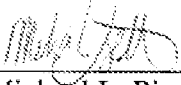
Susan K. Peterson
Notary Public

SUSAN K. PETERSON
NOTARY PUBLIC
MICHIGAN
COMMISSION EXPIRES 12/31/07
Susan K. Peterson

Accepted and acknowledged by:

CRYSTAL CAPITAL FUND, L.P.,
as Collateral Agent

By: CRYSTAL CAPITAL GP, LLC,
its General Partner

By: 
Name: Michael L. Pizette
Title: Managing Director

Schedule A
to Trademark Security Agreement

See Attached.

U.S. Trademark Registrations

Proprietor	Jurisdiction	Trademark	Registration No.	Registration Date	Renewal Date	Class	Status
Cadillac Rubber & Plastics, Inc.	United States of America	DURABUSH	2873079 (Application no. 76/128836)	17 August 2004 (Application date 14 September 2000)	17 August 2014	12	Registered
Cadillac Rubber & Plastics, Inc.	United States of America	VIBRAMOUNT	2685311 (Application no. 76/128835)	11 February 2003	11 February 2013	12	Registered
Cadillac Rubber & Plastics, Inc.	United States of America	CADBAR	2328455	14 March 2000	14 March 2006	17	Registered
Cadillac Rubber & Plastics, Inc.	USA	CRP and Design	2021568	10 December 1996	10 December 2006	17	Registered
Cadillac Rubber & Plastics, Inc.	USA	GREENBAR	78/494642	5 October 2004		17	Application