

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
BBB Industries, LLC		06/29/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	0108430	
Registration Number:	1672379	AMPERE
Serial Number:	77128614	BBB INDUSTRIES
Serial Number:	77126623	OCA
Serial Number:	77126625	BBB INDUSTRIES
Serial Number:	77126628	BBB INDUSTRIES

CORRESPONDENCE DATA

Fax Number: (312)577-4782

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

Phone: 312.577.8525

Email: terese.scholl@kattenlaw.com

Correspondent Name: KATTEN MUCHIN ROSENMAN

Address Line 1: 525 WEST MONROE STREET

Address Line 4: Chicago, ILLINOIS 60661

900080806

TRADEMARK
REEL: 003572 FRAME: 0898

CH \$165.00 0108430

NAME OF SUBMITTER:	Terese Scholl
Signature:	/Terese Scholl/
Date:	07/02/2007
Total Attachments: 5 source=Trademark - BBB Industries - Second Lien#page1.tif source=Trademark - BBB Industries - Second Lien#page2.tif source=Trademark - BBB Industries - Second Lien#page3.tif source=Trademark - BBB Industries - Second Lien#page4.tif source=Trademark - BBB Industries - Second Lien#page5.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of June 29, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as second lien collateral agent (in such capacity, together with its successors and permitted assigns, the "Second Lien Collateral Agent") for the Lenders (as defined in the Second Lien Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of June 29, 2007 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among the Borrowers, the Borrower Representative, the other Credit Parties party thereto, the Lenders from time to time party thereto and GE Capital, as Second Lien Collateral Agent for the Lenders and as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor and each Mexican Guarantor (as defined therein) has agreed, pursuant to a Second Lien Guaranty and Security Agreement of even date herewith in favor of the Second Lien Collateral Agent (the "Second Lien Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Second Lien Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Second Lien Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Second Lien Collateral Agent to enter into the Second Lien Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Second Lien Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Second Lien Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Second Lien Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- A. all of its Trademarks to the extent constituting collateral, including, without limitation, those referred to on Schedule 1 hereto;
- B. all renewals and extensions of the foregoing;
- C. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- D. all income, royalties, proceeds and Liabilities, other than any Excluded Property, at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Second Lien Guaranty and Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Collateral Agent pursuant to the Second Lien Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Second Lien Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, Second Lien Collateral Agent and Lenders shall not have any duty with respect to prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Second Lien Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

BBB INDUSTRIES, LLC

as Grantor

By: 

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Second Lien Collateral Agent

By: _____

Name:

Title:

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, each Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

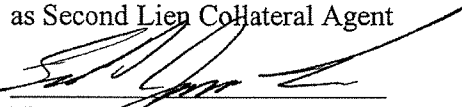
Very truly yours,

BBB INDUSTRIES, LLC
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Second Lien Collateral Agent

By: 
Name:
Title:

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

U.S. TRADEMARK REGISTRATIONS

Mark	Date Issued	Reg. Number	Jurisdiction	Owner
PACIFIC ALTERNATOR & STARTER	8/27/2002	108430	California	BBB Industries, Inc.
AMPERE	1/21/1992	1,672,379	United States	BBB Industries, LLC

FOREIGN TRADEMARK REGISTRATIONS

None.

U.S. TRADEMARK APPLICATIONS

Mark	Application Date	Serial Number	Jurisdiction	Applicant
BBB INDUSTRIES [class 7 and 35]	3/12/2007	77/128,614	United States	BBB Industries, LLC
OCA (and Design)	3/9/2007	77/126,623	United States	BBB Industries, LLC
BBB INDUSTRIES (and Design) [class 7]	3/9/2007	77/126,625	United States	BBB Industries, LLC
BBB INDUSTRIES (and Design) [class 35]	3/9/2007	77/126,628	United States	BBB Industries, LLC

FOREIGN TRADEMARK APPLICATIONS

None.