

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
Dedenbear Products, Inc.		07/23/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Antares Capital Corporation, as Agent		
Street Address:	500 West Monroe Street		
Internal Address:	Suite 1700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3247138	DEDENBEAR	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher c/o Goldberg Kohn		
Address Line 1:	55 East Monroe Street		
Address Line 2:	Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	3972.024		
NAME OF SUBMITTER:	Nancy Brougher		
Signature:	/njb/		

OP \$40.00 3247138

Date:

07/25/2007

Total Attachments: 9

source=Dedenbear IP Security Agreement#page1.tif

source=Dedenbear IP Security Agreement#page2.tif

source=Dedenbear IP Security Agreement#page3.tif

source=Dedenbear IP Security Agreement#page4.tif

source=Dedenbear IP Security Agreement#page5.tif

source=Dedenbear IP Security Agreement#page6.tif

source=Dedenbear IP Security Agreement#page7.tif

source=Dedenbear IP Security Agreement#page8.tif

source=Dedenbear IP Security Agreement#page9.tif

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement") is made as of the 23rd day of July, 2007 by and between Dedenbear Products, Inc., a California corporation ("Grantor"), and Antares Capital Corporation, a Delaware corporation, as agent ("Agent") for its own benefit and the benefit of the Lenders party to the Credit Agreement described below.

W I T N E S S E T H

WHEREAS, pursuant to a certain Amended and Restated Credit Agreement dated June 30, 2006 by and among Auto Meter Products, Inc. an Illinois corporation ("Borrower"), Agent and the Lenders party thereto (as the same may has been amended to date or may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders agreed to make certain loans and extend certain other financial accommodations to Borrower;

WHEREAS, Grantor is a wholly owned subsidiary of Borrower;

WHEREAS, pursuant to a certain Security Agreement of even date herewith between Agent and Grantor (the "Security Agreement"), Grantor grants to Agent, for its own benefit and the benefit of the Lenders, a continuing security interest in certain of Grantor's assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill;

WHEREAS, Grantor has executed and delivered to Agent a Guaranty dated as of the date hereof (as the same may be amended, supplemented or otherwise modified from time to time, the "Guaranty"), pursuant to which Grantor has agreed to guaranty for the benefit of Agent and the Lenders the repayment and performance of all obligations of Borrower under the Credit Agreement; and

WHEREAS, in order to secure the payment and performance of Borrower's obligations under the Credit Agreement and Grantor's obligations under the Guaranty, Grantor has agreed to grant to Agent, for the benefit of Agent and the Lenders, the security interests contemplated by this Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Agent, for its own benefit and on behalf of the Lenders, a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) any patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Patents");

(b) any copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Copyrights");

(c) any 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 have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed in Schedule C attached hereto and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Trademarks"); and

(d) all rights corresponding to any of the foregoing throughout the world and the goodwill of Grantor's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to Agent under this Agreement, Grantor hereby assigns, transfers and conveys, effective upon the occurrence and during the continuance of any Event of Default, to Agent, for its own benefit and on behalf of the Lenders, all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above to the extent necessary to enable Agent to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Agent and its successors, assigns and

transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to Grantor or any other Person by Agent (except that if Agent shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations).

3. Reports of Applications. The Patents, Copyrights and Trademarks listed on Schedules A, B and C, respectively, constitute all of the federally registered patents, copyrights and trademarks, and all of the federal applications therefor now owned by Grantor. Grantor shall provide Agent on an annual basis with a list of all patents, copyrights and trademarks issued or applied for by Grantor subsequent to the issuance of the previous list, which patents, copyrights and trademarks, if any, shall be subject to the terms and conditions of the Security Agreement and this Agreement.

4. Effect on Credit Agreement; Cumulative Remedies. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or the Lenders under the Credit Agreement or the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent and the Lenders with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Credit Agreement or the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, NEITHER AGENT NOR ANY LENDER SHALL HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT, AND UNTIL THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT GRANTOR SHALL HAVE ALL OF SUCH RIGHTS.

5. Binding Effect; Benefits. This Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Agent and its successors and assigns.

6. APPLICABLE LAW; SEVERABILITY. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS AGREEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AGREEMENT SHALL BE PROHIBITED BY OR INVALID UNDER

APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

DEDENBEAR PRODUCTS, INC.

By *James J. Hill*
Its Secretary

Accepted and Agreed to:

ANTARES CAPITAL CORPORATION,
as Agent

By _____
Its _____

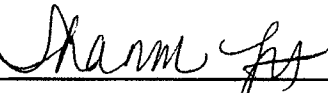
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

DEDENBEAR PRODUCTS, INC.

By _____
Its _____

Accepted and Agreed to:

ANTARES CAPITAL CORPORATION,
as Agent

By 
Its Shannon C. Fritz
Duly Authorized Signatory

SCHEDULE A

PATENTS

Patent Title	Owner or Inventor	Patent/Application No.
Disc Type Throttle Stop	Dennis Reid	6,189,505
Control Apparatus for a Throttle Stop of an Internal Combustion Engine	Dennis Reid	11/520,305
Cross-Over Compensation Circuit	Dennis Reid	5,652,468
Display Unit	Dennis Reid	6,411,205
Modular Automotive Racing Simulation Apparatus	Dennis Reid	5,892,294
Modular Automotive Racing Simulation Apparatus	Dennis Reid	5,804,885

SCHEDULE B

COPYRIGHT REGISTRATIONS

NONE

SCHEDULE C

TRADEMARK REGISTRATIONS

Mark	Owner	Serial No.	Reg. No.	Status
DEDENBEAR	Dedenbear Products, Inc.	78/916,859	3,247,138	Registered