

## 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
Fluid Routing Solutions, Inc.		07/30/2007	CORPORATION: DELAWARE
Fluid Routing Solutions Automotive, LLC		07/30/2007	LIMITED LIABILITY COMPANY: DELAWARE
Detroit Fuel, Inc.		07/30/2007	CORPORATION: DELAWARE
Fluid Routing Solutions Intermediate Holding Corp.		07/30/2007	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as Administrative Agent
Street Address:	1100 Abernathy Road
Internal Address:	Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3085173	GEN2

## CORRESPONDENCE DATA

Fax Number: (312)863-7806

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

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

900083896

TRADEMARK  
REEL: 003597 FRAME: 0451

OP \$40.00 3085173

ATTORNEY DOCKET NUMBER:	1989.170
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	08/08/2007
<p>Total Attachments: 6</p> <p>source=FRS Trademark Security Agreement#page1.tif</p> <p>source=FRS Trademark Security Agreement#page2.tif</p> <p>source=FRS Trademark Security Agreement#page3.tif</p> <p>source=FRS Trademark Security Agreement#page4.tif</p> <p>source=FRS Trademark Security Agreement#page5.tif</p> <p>source=FRS Trademark Security Agreement#page6.tif</p>	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30<sup>th</sup> day of July, 2007, among the Grantor listed on the signature page hereof ("Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as administrative agent for the Lender Group and the Bank Product Provider (together with its successors, "Administrative Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Fluid Routing Solutions, Inc., a Delaware limited liability company ("Fluid Inc"), Fluid Routing Solutions Automotive, LLC, a Delaware limited liability company ("Fluid LLC"), Detroit Fuel, Inc., a Delaware corporation ("Detroit"; collectively with Fluid Inc. and Fluid LLC, each a "Borrower" and collectively the "Borrowers"), Fluid Routing Solutions Intermediate Holding Corp., a Delaware corporation, the lenders party thereto as "Lenders" ("Lenders"), and Wells Fargo Foothill, Inc., as a lender and as arranger and administrative agent for the Lenders, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain of its affiliates shall have executed and delivered to Administrative Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Administrative Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter

created or acquired (collectively, the "Trademark Collateral") (other than Excluded Property):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those Trademarks referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent 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.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. TERMINATION. Upon payment in full of the Obligations in accordance with the provisions of the Credit Agreement and termination or expiration of the Commitments, the Administrative Agent shall, at Grantor's expense, execute, acknowledge and deliver to Grantor proper documents and instruments acknowledging the release of the lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial

Signature Page to Trademark Security Agreement

proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

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

**GRANTORS:**

**FLUID ROUTING SOLUTIONS, INC.,**  
a Delaware corporation

By:   
Name: Michael Laisure  
Title: President

**FLUID ROUTING SOLUTIONS AUTOMOTIVE, LLC,** a Delaware limited liability company

By:   
Name: Michael Laisure  
Title: President

**DETROIT FUEL, INC.,**  
a Delaware corporation

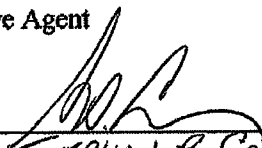
By:   
Name: Michael Laisure  
Title: President

**FLUID ROUTING SOLUTIONS INTERMEDIATE HOLDING CORP.,** a Delaware corporation

By:   
Name: Michael Laisure  
Title: President

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO FOOTHILL, INC., as**  
Administrative Agent

By:   
Name: STEPHEN P. CAREN  
Title: VICE PRESIDENT

**SCHEDULE I**

**TRADEMARKS**

<b>COUNTRY</b>	<b>TRADEMARK</b>	<b>REG. NO.</b>	<b>REN. DATE</b>	<b>GOODS</b>
UNITED STATES	GEN2	3085173	04/25/2016	Hose made primarily of rubber for fuel and other fluid conveyance

**INTELLECTUAL PROPERTY LICENSES**

1. Industrial Power Transmission Intellectual Property Agreement between Dayco Products, LLC and Carlisle Management Company dated August 17, 2001
2. License Agreement between Imperial Eastman Acquisition Corp. and Stride Tool Inc. dated September 20, 1996
3. Trademark Cross-License Agreement by and among Mark IV Industries, Inc., Dayco Products, LLC, and the Company dated May 25, 2007