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
Old World Industries, Inc.		09/24/2007	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Prudential Retirement Insurance and Annuity Company, as Administrative Agent
Street Address:	c/o Prudential Capital Group
Internal Address:	3350 Riverwood Parkway, 15th Fl. - Attn: VP & Corp. Counsel
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	COMPANY: CONNECTICUT

PROPERTY NUMBERS Total: 62

Property Type	Number	Word Mark
Serial Number:	72162005	PEAK
Serial Number:	73088713	PEAK
Serial Number:	73097666	PEAK ANTIFREEZE & COOLANT YEAR-ROUND PROTECTION
Serial Number:	73192018	PEAK
Serial Number:	73192020	PEAK
Serial Number:	73199620	PEAK
Serial Number:	73501815	TOP OFF
Serial Number:	73540880	ADVANCE
Serial Number:	73573731	FULL FORCE
Serial Number:	74013109	SIERRA
Serial Number:	74078536	PEAK
Serial Number:	74116491	PEAK
Serial Number:	74173414	SPLITFIRE

CH $1565.00 72162005

Serial Number:	74182608	ALL WEATHER
Serial Number:	74184078	ADVANCE
Serial Number:	74184079	ALL WEATHER
Serial Number:	74184080	FULL FORCE
Serial Number:	74227822	FLEET CHARGE
Serial Number:	74457516	MAXIMUM EVERYTHING. EXCEPT THE PRICE.
Serial Number:	74633932	FINAL CHARGE
Serial Number:	74729762	PEAK
Serial Number:	74729763	PEAK
Serial Number:	74802345	SPLITFIRE
Serial Number:	75002905	READY USE
Serial Number:	75005704	PERFORMANCE V
Serial Number:	75049448	SPLITFIRE
Serial Number:	75059303	HARD DRIVER
Serial Number:	75103137	ULTRA MELT
Serial Number:	75103469	PEAK
Serial Number:	75103688	PEAK
Serial Number:	75103689	PEAK
Serial Number:	75103813	PEAK
Serial Number:	75128265	HARD DRIVER
Serial Number:	75607886	HERCULINER
Serial Number:	75749619	24-7 AUTOPARTS.COM
Serial Number:	75755657	24-7AUTOPARTS.COM
Serial Number:	75906106	
Serial Number:	76074488	METRO
Serial Number:	76103753	
Serial Number:	76227008	EUROPEAK
Serial Number:	76238808	STEREOTALK
Serial Number:	76247004	POLAR GUARD
Serial Number:	76256523	ALL WEATHER
Serial Number:	76300545	ARCTIC
Serial Number:	76327416	MAX-VISION
Serial Number:	76343060	THE SCIENCE OF DEICING
Serial Number:	76345770	TELLIGENCE TECHNOLOGIES
Serial Number:	76459422	DUAL-MAG

Serial Number:	76491702	PERFORMANCE V
Serial Number:	76511292	PEAK
Serial Number:	76528854	MAXPOWER
Serial Number:	76553494	PEAK PERFORMANCE PRODUCTS
Serial Number:	76553768	PEAK
Serial Number:	76563087	BIG SPARK
Serial Number:	76566101	SPLITFIRE
Serial Number:	76568550	PEAK GLOBAL
Serial Number:	76568551	ANY MAKE. ANY MODEL. ANY TIME.
Serial Number:	76571201	PEAK
Serial Number:	76571202	PEAK PERFORMANCE PRODUCTS
Serial Number:	76592965	PEAK
Serial Number:	76599434	LIFETIME
Serial Number:	76616621	FLUSH IT, FILL IT, FORGET IT!

CORRESPONDENCE DATA

Fax Number: (404)888-4190

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

Phone: (404) 888-4000

Email: rcherry@hunton.com

Correspondent Name: Timothy V. Johnson, Esq.

Address Line 1: HUNTON & WILLIAMS LLP

Address Line 2: 600 Peachtree Street, NE, Suite 4100

Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	69502.000002 - OLD WORLD
NAME OF SUBMITTER:	Timothy V. Johnson
Signature:	/s/ Timothy V. Johnson, Esq.
Date:	09/25/2007

Total Attachments: 3

source=OldWorld - Trademark Assignments#page1.tif

source=OldWorld - Trademark Assignments#page2.tif

source=OldWorld - Trademark Assignments#page3.tif

ASSIGNMENT OF SECURITY INTEREST IN CERTAIN TRADEMARKS

This ASSIGNMENT OF SECURITY INTEREST IN CERTAIN TRADEMARKS (this "Assignment") is made as of September 24, 2007, by and between GMAC Commercial Finance LLC (the "Existing Administrative Agent"), and Prudential Retirement Insurance and Annuity Company (the "Successor Administrative Agent").

PRELIMINARY STATEMENT

A. Old World Industries, Inc. ("Grantor"), granted to the Existing Administrative Agent, as administrative agent for certain lenders under the Financing Arrangement described below (the "Lenders"), a security interest in, among other assets, all of its "Trademark Collateral" described in that certain Trademark Security Agreement, dated as of September 30, 2005, by and between Grantor and the Existing Administrative Agent (such Trademark Collateral, the "Trademark Collateral", and such security agreement, the "Trademark Security Agreement").

B. Such security interest was granted to secure certain financing arrangements provided to Old World Industries I, Ltd., a wholly-owned subsidiary of Grantor, under a term loan facility agreement extended by the Lenders (the "Financing Arrangement").

C. The Trademark Security Agreement and such security interest in the Trademark Collateral was recorded on November 16, 2005, with the United States Patent and Trademark Office, at the Reel/Frame Numbers 003195/0689.

D. The Existing Administrative Agent has resigned as "Administrative Agent" with respect to the Financing Arrangement, and the Successor Administrative Agent has been appointed as the successor "Administrative Agent" with respect thereto. The parties hereto desire to assign the Trademark Security Agreement and the security interest granted to the Existing Administrative Agent to Successor Administrative Agent thereunder and to provide evidence of such assignment in a form capable of recordation with the United States Patent and Trademark Office.

In consideration of the premises set forth herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Existing Administrative Agent, in its capacity as Administrative Agent for the Lenders, hereby assigns and conveys, without representation, warranty or recourse, in the Trademark Security Agreement and all of its security interest in, to and under the Trademark Collateral to Successor Administrative Agent, in its capacity as Administrative Agent for the Lenders.

2. This Assignment of Security Interests in Certain Trademarks shall be governed by and construed and enforced in accordance with the laws of the State of New York.

[Signature Page Follows]

TRADEMARK
REEL: 003627 FRAME: 0188

IN WITNESS WHEREOF, this Assignment of Security Interests in Certain Trademarks has been executed and delivered as of the date first written above.

EXISTING ADMINISTRATIVE AGENT:

GMAC COMMERCIAL FINANCE LLC

By: _____
Name: DAVID BAKER
Title: COO EFD

SUCCESSOR ADMINISTRATIVE AGENT:

PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY, as Administrative Agent

By: Prudential Investment Management, Inc., as investment manager

By: _____
Vice President

IN WITNESS WHEREOF, this Assignment of Security Interests in Certain Trademarks has been executed and delivered as of the date first written above.

EXISTING ADMINISTRATIVE AGENT:

GMAC COMMERCIAL FINANCE LLC

By:_____
Name:_____
Title:_____

SUCCESSOR ADMINISTRATIVE AGENT:

PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY, as Administrative Agent

By: Prudential Investment Management, Inc., as investment manager

By: Vicki B. Wilson
Vice President