

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Amendment to Grant of Trademark Security Interest (Second Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ENVIRONMENTAL SYSTEMS PRODUCTS HOLDINGS INC.		09/12/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION
Street Address:	225 Asylum Street, 23rd Floor
City:	Hartford
State/Country:	CONNECTICUT
Postal Code:	06103
Entity Type:	banking association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	78829260	SAM
Serial Number:	78829264	SAM
Serial Number:	78829261	SMART AUTO MANAGEMENT
Serial Number:	78682444	UNISCAN
Registration Number:	3017003	ESP
Registration Number:	3014648	ESP
Registration Number:	2962956	DRIVING TOWARD A CLEANER, SAFER FUTURE
Registration Number:	2962955	USING OUR RESOURCES TO HELP PRESERVE THE WORLD
Registration Number:	2914280	THE ONLY SOLUTION IN EMISSIONS TESTING YOU CAN COUNT ON
Registration Number:	2922076	ACCUSCAN
Registration Number:	2284859	
Registration Number:	2287365	ENVIROTEST

CH \$340.00 78829260

Registration Number:

2219658

SYSTEM 1

CORRESPONDENCE DATA

Fax Number: (617)856-8201

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

Phone: 617-856-8145

Email: ip@brownrudnick.com

Correspondent Name: Mark S. Leonardo

Address Line 1: One Financial Center

Address Line 2: Brown Rudnick Berlack Israels LLP

Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:

26660/1

NAME OF SUBMITTER:

Mark S. Leonardo

Signature:

/s/Mark S. Leonardo/

Date:

09/27/2007

Total Attachments: 6

source=Second Lien First Amendment to Grant of Trademark Security Interest#page1.tif

source=Second Lien First Amendment to Grant of Trademark Security Interest#page2.tif

source=Second Lien First Amendment to Grant of Trademark Security Interest#page3.tif

source=Second Lien First Amendment to Grant of Trademark Security Interest#page4.tif

source=Second Lien First Amendment to Grant of Trademark Security Interest#page5.tif

source=Second Lien First Amendment to Grant of Trademark Security Interest#page6.tif

**FIRST AMENDMENT TO GRANT OF TRADEMARK SECURITY INTEREST
(SECOND LIEN)**

This **FIRST AMENDMENT TO GRANT OF TRADEMARK SECURITY INTEREST (SECOND LIEN)** (this "**Amendment**") is dated as of September 12, 2007 and entered into by and among **ENVIRONMENTAL SYSTEMS PRODUCTS HOLDINGS INC.**, a Delaware corporation (the "**Grantor**"), and **U.S. BANK NATIONAL ASSOCIATION** ("**U.S. Bank**"), as collateral agent (in such capacity, the "**Second Lien Collateral Agent**") for the banks, financial institutions and other entities (collectively, the "**Lenders**") from time to time party to the Second Lien Credit Agreement (as defined below), any Interest Rate Exchangers (as defined in the Second Lien Credit Agreement) and any Indemnitees. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Second Lien Credit Agreement.

RECITALS

WHEREAS, Grantor entered into that certain Grant of Trademark Security Interest dated as of December 12, 2003 (as amended to date and as may be further amended, restated, supplemented and/or modified from time to time, the "**Trademark Agreement**");

WHEREAS, the Trademark Agreement was entered into in connection with that certain Second Lien Credit Agreement dated as of December 12, 2003 by and between Grantor, the lenders party thereto, Credit Suisse First Boston ("**CSFB**"), in its capacity as collateral agent, administrative agent and syndication agent (as such agreement has been amended, restated, supplemented and/or modified immediately prior to the date hereof, the "**Existing Credit Agreement**");

WHEREAS, Credit Suisse, Cayman Islands Branch ("**Credit Suisse**") replaced CSFB as administrative agent, collateral agent and syndication agent under the Existing Credit Agreement prior to the date hereof;

WHEREAS, pursuant to that certain Successor Agent and Amendment Agreement dated as of September 11, 2007 by and between Credit Suisse, Grantor, Requisite Lenders and U.S. Bank (i) Credit Suisse resigned as administrative agent and collateral agent under the Existing Credit Agreement and the other Loan Documents (including without limitation the Trademark Agreement) and U.S. Bank was appointed the successor administrative agent and collateral agent thereunder and (ii) Credit Suisse resigned as syndication agent under the Existing Credit Agreement and the other Loan Documents and was not replaced;

WHEREAS, Grantor has requested that the Existing Credit Agreement be amended, restated and replaced by that certain First Amended and Restated Second Lien Credit Agreement dated as of even date hereof (as amended, restated, supplemented and/or modified from time to time, the "**Second Lien Credit Agreement**");

WHEREAS, Agents and Lenders have agreed to amend, restate and replace the Existing Credit Agreement with the Second Lien Credit Agreement, provided that, among other conditions, Grantor amends and ratifies the Trademark Agreement in accordance with the provisions hereof; and

WHEREAS, Grantor has agreed to the foregoing, and acknowledges and confirms that its agreement to enter into this Amendment is intended to be an inducement to Agents and Lenders to execute, deliver and perform the Second Lien Credit Agreement.

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Amendment), (ii) the mutual covenants and agreements contained herein, and (iii) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Amendments.

a. Definitions.

i. All references to "Collateral Agent" in the Trademark Agreement (including, without limitation, the Schedules and Exhibits thereto) (other than the references to "Collateral Agent" in the Second Recital to the Trademark Agreement) shall mean "Collateral Agent" as defined in the Second Lien Credit Agreement.

ii. All references to "Administrative Agent" in the Trademark Agreement (including, without limitation, the Schedules and Exhibits thereto) (other than the references to "Administrative Agent" in the Second Recital to the Trademark Agreement) shall mean "Administrative Agent" as defined in the Second Lien Credit Agreement.

iii. All references to "Credit Agreement" in the Trademark Agreement (other than the reference(s) to "Credit Agreement" set forth in the Second Recital to the Trademark Agreement) shall mean "Agreement" as defined in the Second Lien Credit Agreement.

b. Schedules. The contents of Schedule A to the Trademark Agreement are hereby supplemented by Schedule A attached hereto.

2. Ratification. Grantor hereby ratifies, confirms and approves the Trademark Agreement, as amended hereby, and acknowledges that it is unconditionally liable to Second Lien Collateral Agent and Lenders for the obligations of Grantor thereunder.

3. Miscellaneous.

(a) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, be deemed to be an amendment or modification of, or operate as a waiver of, any provision of the Trademark Agreement or any right, power or remedy thereunder, nor constitute a waiver of any provision of the Trademark Agreement or any other document, instrument and/or agreement executed or delivered in connection therewith. This Amendment shall not preclude the future exercise of any right, remedy, power or privilege available to the parties whether under the Trademark Agreement, at law or otherwise. All the terms, conditions, and provisions of the Trademark Agreement as amended and modified by this Amendment shall continue in full force and effect.

(b) This Amendment may be executed in any number of counterparts (including by facsimile), and by the different parties hereto or thereto on the same or separate counterparts, each of which shall be deemed to be an original instrument but all of which together shall constitute one and the same agreement. Each party agrees that it will be bound by its own facsimile signature and that it accepts the facsimile signature of each other party.

(c) The validity of this Amendment, its construction, interpretation and enforcement, and the rights of the parties hereunder, shall be determined under, governed by, and construed in accordance with the choice of law provisions set forth in the Trademark Agreement and the Second Lien Credit Agreement.

[THE SPACE REMAINING ON THIS PAGE IS LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

GRANTOR:

ENVIRONMENTAL SYSTEMS PRODUCTS
HOLDINGS INC.

By: 

Name:

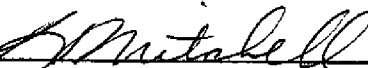
Title:

[Signature Page to First Amendment to Grant of Trademark Security Interest (Second Lien)]

TRADEMARK
REEL: 003629 FRAME: 0322

SECOND LIEN COLLATERAL AGENT:

**U.S. BANK NATIONAL ASSOCIATION,
as the Second Lien Collateral Agent**

By:  _____

Name: Kathy L. Mitchell
Title: Vice President

SCHEDULE A

**Supplement to Schedule A
to Trademark Agreement**

Environmental Systems Products Holdings Inc.

Trademark	Current Assignee	Reg./App. Nos.
SAM	Environmental Systems Products Holdings Inc.	78829260
SAM	Environmental Systems Products Holdings Inc.	78829264
SMART AUTO MANAGEMENT	Environmental Systems Products Holdings Inc.	78829261
UNISCAN	Environmental Systems Products Holdings Inc.	78682444
ESP	Environmental Systems Products Holdings Inc.	3017003
ESP	Environmental Systems Products Holdings Inc.	3014648
DRIVING TOWARD A CLEANER, SAFER FUTURE	Environmental Systems Products Holdings Inc.	2962956
USING OUR RESOURCES TO HELP PRESERVE THE WORLD	Environmental Systems Products Holdings Inc.	2962955
THE ONLY SOLUTION IN EMISSIONS TESTING YOU CAN COUNT ON	Environmental Systems Products Holdings Inc.	2914280
ACCUSCAN	Environmental Systems Products Holdings Inc.	2922076
DESIGN MARK	Environmental Systems Products Holdings Inc.	2284859
ENVIROTEST	Environmental Systems Products Holdings Inc.	2287365
SYSTEM 1	Environmental Systems Products Holdings Inc.	2219658