

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
Nivel Parts & Manufacturing Co., LLC		10/18/2007	LIMITED LIABILITY COMPANY: DELAWARE
IMC Acquisition, LLC		10/18/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	American Capital Financial Services, Inc.
Street Address:	2 Bethesda Metro Center
Internal Address:	Attn: Brett Hyman
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2097574	TC
Registration Number:	1723612	CONCORD
Serial Number:	78584029	THUNDERBULL

CORRESPONDENCE DATA

Fax Number: (301)654-6714
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (301) 841-1359
 Email: brett.hyman@americancapital.com
 Correspondent Name: American Captial Strategies, Ltd.
 Address Line 1: 2 Bethesda Metro Center, 14th Floor
 Address Line 2: Attn: Brett Hyman
 Address Line 4: Bethesda, MARYLAND 20814

OP \$90.00 2097574

NAME OF SUBMITTER:	Brett Hyman
Signature:	/Brett Hyman/
Date:	11/07/2007
Total Attachments: 5 source=Nivel Trademark#page1.tif source=Nivel Trademark#page2.tif source=Nivel Trademark#page3.tif source=Nivel Trademark#page4.tif source=Nivel Trademark#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 18, 2007, by each of the entities listed on the signature pages hereof (or that becomes a party hereto pursuant to Section 7.14 of the Pledge and Security Agreement referred to below) (each a "Grantor" and, collectively, the "Grantors"), in favor of American Capital Financial Services, Inc. ("ACFS"), as administrative and collateral agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (in such capacity, the "Agent").

RECITALS:

A. Pursuant to the Credit Agreement dated as of October 18, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Nivel Parts, LLC, a Delaware limited liability company ("Holdings"), Nivel Holdings, LLC, a Delaware limited liability company ("Intermediate Holdings"), Nivel Parts & Manufacturing Co., LLC, a Delaware limited liability company ("Nivel"), IMC Acquisition, LLC, a Delaware limited liability company ("IMC"), HT Electric Acquisition, LLC, a Delaware limited liability company ("HT"), the Lenders (as defined in the Credit Agreement) at any time party thereto, and ACFS as administrative agent and collateral agent for the Lenders and the Issuing Lender (the "Agent"), the Lenders and the Issuing Lender have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

B. Holdings has guaranteed the Obligations pursuant to that certain Guaranty dated as of October 18, 2007, by and between Holdings and each of the other entities listed on the signature pages thereof that becomes party thereto (together with Holding and the Subsidiary Guarantors, if any, the "Guarantors"), in favor of the Agent as administrative and collateral agent for the Lenders and the Issuing Lender from time to time party to the Credit Agreement; and

C. All the Grantors are party to that certain Pledge and Security Agreement dated as of October 18, 2007 (the "Pledge and Security Agreement") in favor of the Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

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

SECTION 1. DEFINED TERMS

1.1 Unless otherwise defined herein, terms defined in the Credit Agreement or in the Pledge and Security Agreement, as the case may be, and used herein have the

meaning given to them in the Credit Agreement or the Pledge and Security Agreement, as the case may be.

SECTION 2. Grant of Security Interest in Trademark Collateral

2.1 Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent, for the benefit of the Secured Parties, and grants to the 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 (other than Excluded Assets) of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those 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 License; and

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

SECTION 3. Pledge and Security Agreement

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

* * *

[Signatures Pages Follow]

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

Very truly yours,

NIVEL PARTS & MANUFACTURING CO., LLC
as Grantor

By *W. Bugg*
Name: William Bugg
Title: Chief Executive Officer

IMC ACQUISITION, LLC
as Grantor

By *W. Bugg*
Name: William Bugg
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,
as Agent

By 
Name: **Kenneth E. Jones**
Title: **Vice President**

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

- “TC” (Stylized) (U.S. Registration Number 2,097,574) - Registered. - Nivel Parts & Manufacturing Co., LLC
- “CONCORD” (U.S. Trademark Registration Number 1723612) - Registered. - IMC Acquisition, LLC
- “THUNDERBULL” (U.S. Trademark Application Serial Number 78/584029). Application Pending. - Nivel Parts & Manufacturing Co., LLC