TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest (Revolving/Term IP Security Agreement)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Old World Industries, Inc.		09/28/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	230 W. Monroe Street
Internal Address:	#2900
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	UNINC. ASSOCIATION:

PROPERTY NUMBERS Total: 74

Property Type	Number	Word Mark
Registration Number:	2422900	24-7 AUTOPARTS.COM
Registration Number:	1735901	ADVANCE
Registration Number:	1377773	ADVANCE
Registration Number:	2765859	ALL WEATHER
Registration Number:	1700059	ALL WEATHER
Registration Number:	1700058	ALL WEATHER
Registration Number:	3163079	ANY MAKE. ANY MODEL. ANY TIME.
Registration Number:	2798514	ARCTIC
Registration Number:	3064136	BIG SPARK
Registration Number:	2672526	CLEARLY THE TOP CHOICE
Registration Number:	2885685	DUAL-MAG
Registration Number:	2825636	EUROPEAK
Registration Number:	2014433	FINAL CHARGE

CH $1865.00 2422900

Registration Number:	1824002	FLEET CHARGE
Registration Number:	3230265	FLUSH IT, FILL IT, FORGET IT!
Registration Number:	1728756	FULL FORCE
Registration Number:	1400821	FULL FORCE
Registration Number:	2204281	HARD DRIVER
Registration Number:	2164390	HARD DRIVER
Registration Number:	2421309	
Registration Number:	2615658	HERCULINER
Registration Number:	2955890	LIFETIME
Registration Number:	1866650	MAXIMUM EVERYTHING. EXCEPT THE PRICE.
Registration Number:	2853214	MAXPOWER
Registration Number:	2664541	MAX-VISION
Registration Number:	2586281	METRO
Registration Number:	3070570	PEAK
Registration Number:	2969569	PEAK
Registration Number:	2893061	PEAK
Registration Number:	2847418	PEAK
Registration Number:	2831657	PEAK
Registration Number:	2175421	PEAK
Registration Number:	2175420	PEAK
Registration Number:	2171683	PEAK
Registration Number:	2239194	PEAK
Registration Number:	2139440	PEAK
Registration Number:	2126039	PEAK
Registration Number:	1745389	PEAK
Registration Number:	1651774	PEAK
Registration Number:	1154334	PEAK
Registration Number:	1139332	PEAK
Registration Number:	1140133	PEAK
Registration Number:	1055889	PEAK
Registration Number:	0759028	PEAK
Registration Number:	1074355	PEAK ANTIFREEZE & COOLANT YEAR-ROUND PROTECTION
Registration Number:	2893059	PEAK GLOBAL
Registration Number:	2897028	PEAK PERFORMANCE PRODUCTS

Registration Number:	3026141	VI
Registration Number:	2814712	PERFORMANCE V
Registration Number:	2100052	PERFORMANCE V
Registration Number:	2678881	POLAR GUARD
Registration Number:	3150807	POLAR GUARD PLUS +
Registration Number:	2202322	READY USE
Registration Number:	1692242	SIERRA
Registration Number:	2960632	SPLITFIRE
Registration Number:	2092101	SPLITFIRE
Registration Number:	1981296	SPLITFIRE
Registration Number:	1688754	SPLITFIRE
Registration Number:	2707718	STEREOTALK
Registration Number:	2767153	CINEMAGIC
Registration Number:	2725664	THE SCIENCE OF DEICING
Registration Number:	1353515	TOP OFF
Registration Number:	2092247	ULTRA MELT
Registration Number:	2390630	24-7AUTOPARTS.COM
Serial Number:	77043497	ADVANTEDGE
Serial Number:	77252745	PEAK
Serial Number:	77133158	CLEAREDGE
Serial Number:	77132911	CLEANEDGE
Serial Number:	77018960	CUTTING EDGE
Serial Number:	75464756	DUAL MAG
Serial Number:	77132882	PROEDGE
Serial Number:	77095716	RAIN-OFF
Serial Number:	77067765	RAIN-OFF
Serial Number:	77044819	RAIN-REPEL

CORRESPONDENCE DATA

Fax Number: (713)222-3291

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

Email: constance.rhebergen@bgllp.com

Correspondent Name: Constance Gall Rhebergen

Address Line 1: 711 Louisiana Street

Address Line 2: #2300

Address Line 4: Houston, TEXAS 77002-2770

ATTORNEY DOCKET NUMBER:	64228.023
NAME OF SUBMITTER:	Constance Gall Rhebergen
Signature:	/Constance Gall Rhebergen/
Date:	11/13/2007

Total Attachments: 10
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GRANT OF SECURITY INTEREST

(TRADEMARKS)
(Revolving IP Security Agreement)

THIS GRANT OF SECURITY INTEREST, dated as of September 28, 2007, is executed by OLD WORLD INDUSTRIES, INC., an Illinois corporation (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as the administrative agent (in such capacity, the "Revolving Administrative Agent") for the financial institutions which are from time to time parties to the Credit Agreement referred to in Recital A below as lenders of Revolving Loans (collectively, the "Revolving Lenders").

A. Pursuant to that certain Credit Agreement, dated as of September 28, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Old World Industries, Inc., an Illinois corporation ("Old World"), Old World Industries I, Ltd., a Texas limited partnership, Ventum Commodity Trading, LLC, an Illinois limited liability company ("VCT"), Zonker Brothers Packaging, L.P., a Texas limited partnership ("Zonker Brothers" and together with Old World, Old World Ltd., VCT, each a "Borrower" and collectively, the "Borrowers"), the Revolving Lenders, the Term Lenders, the Term Administrative Agent and the Revolving Administrative Agent, the Revolving Lenders, *inter alia*, have agreed to extend loans and other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein.

B. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. The Grantor and other entities party thereto from time to time have entered into a Revolving Loan Intellectual Property Security Agreement dated as of September 28, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Revolving IP Security Agreement") in favor of the Revolving Administrative Agent (for the ratable benefit of the Revolving Administrative Agent and the Revolving Lenders).

D. Pursuant to the Revolving IP Security Agreement, the Grantor has granted to the Revolving Administrative Agent (for the ratable benefit of the Revolving Administrative Agent and the Revolving Lenders) a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Revolving Obligations, as defined in the Revolving IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Revolving Administrative Agent a

TRADEMARK
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security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Revolving Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Revolving Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Revolving IP Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Revolving Administrative Agent's address is:

Wells Fargo Bank, National Association
230 W. Monroe Street, Suite 2900
Chicago, IL 60606
Attention: Dan Lange
Tel. No. (312) 762-9019
Fax No. (312) 795-9388

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IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

OLD WORLD INDUSTRIES, INC.,
an Illinois corporation

By: Anthony J. Clescerì
Name: Anthony J. Clescerì
Title: Chief Financial Officer

OHS West:260309659.1
1696-406 RPG/RPG

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ALL-PURPOSE ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On 9-26-07 (Date), before me, CONSTANCE C HOFFMANN, NOTARY PUBLIC (Name and Title of Officer (e.g. "Jane Doe, Notary Public")),

personally appeared ANTHONY J. CLESCERI (Name of Signer(s)),

☒ personally known to me – **OR** – ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

OFFICIAL SEAL
CONSTANCE C HOFFMANN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:01/03/08

WITNESS my hand and official seal.

Constance C. Hoffmann
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

☐ Individual
☐ Corporate Officer

_____ Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is Representing:
Name of Person(s) or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____ Title or Type of Document

_____ Number of Pages

_____ Date of Document

_____ Signer(s) Other Than Named Above

OHS West:260309659.1
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GRANT OF SECURITY INTEREST

(TRADEMARKS)
(Term IP Security Agreement)

THIS GRANT OF SECURITY INTEREST, dated as of September 28, 2007, is executed by OLD WORLD INDUSTRIES, INC., an Illinois corporation (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as the administrative agent (in such capacity, the "Term Administrative Agent") for the financial institutions which are from time to time parties to the Credit Agreement referred to in Recital A below as lenders of Term Loans (collectively, the "Term Lenders").

A. Pursuant to that certain Credit Agreement, dated as of September 28, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Old World Industries, Inc., an Illinois corporation ("Old World"), Old World Industries I, Ltd., a Texas limited partnership, Ventum Commodity Trading, LLC, an Illinois limited liability company ("VCT"), Zonker Brothers Packaging, L.P., a Texas limited partnership ("Zonker Brothers" and together with Old World, Old World Ltd., VCT, each a "Borrower" and collectively, the "Borrowers"), the Term Lenders, the Revolving Lenders, the Revolving Administrative Agent and the Term Administrative Agent, the Term Lenders, *inter alia*, have agreed to extend loans and other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein.

B. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. The Grantor and other entities party thereto from time to time have entered into a Term Loan Intellectual Property Security Agreement dated as of September 28, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Term IP Security Agreement") in favor of the Term Administrative Agent (for the ratable benefit of the Term Administrative Agent and the Term Lenders).

D. Pursuant to the Term IP Security Agreement, the Grantor has granted to the Term Administrative Agent (for the ratable benefit of the Term Administrative Agent and the Term Lenders) a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Term Obligations, as defined in the Term IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Term Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Term Obligations.

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The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Term Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Term IP Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Term Administrative Agent's address is:

Wells Fargo Bank, National Association
230 W. Monroe Street, Suite 2900
Chicago, IL 60606
Attention: Dan Lange
Tel. No. (312) 762-9019
Fax No. (312) 795-9388

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TRADEMARK
REEL: 003659 FRAME: 0492

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

OLD WORLD INDUSTRIES, INC.,
an Illinois corporation

By: _____
Name: Anthony J. Clescori
Title: Chief Financial Officer

OHS West:260309653.1
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TRADEMARK
REEL: 003659 FRAME: 0493

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Illinois)
) ss.
COUNTY OF Cook)

On 9-26-07 (Date), before me, CONSTANCE C. HOFFMANN, NOTARY PUBLIC (Name and Title of Officer (e.g. "Jane Doe, Notary Public")),

personally appeared ANTHONY J. CLESCERI (Name of Signer(s)),

☒ personally known to me – **OR** – ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

OFFICIAL SEAL
CONSTANCE C HOFFMANN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:01/03/08

WITNESS my hand and official seal.

Constance C. Hoffman
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is Representing:
Name of Person(s) or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

OHS West:260309653.1
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TRADEMARK
REEL: 003659 FRAME: 0494

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

TRADEMARK	SERIAL #	REG #
24-7 AUTOPARTS.COM	05/755,657	2,390,630
27-7 AUTOPART.COM	05/749,619	2,422,900
ADVANCE	04/184,078	1,735,901
ADVANCE	03/540,880	1,377,773
ADVANTEDGE	07/043,497	
ALL WEATHER	06/256,523	2,765,859
ALL WEATHER and design	04/184,079	1,700,059
ALL WEATHER	04/182,608	1,700,058
ANY MAKE. ANY MODEL. ANY TIME.	06/568,551	3,163,079
ARCTIC	06/300,545	2,798,514
BIG SPARK	06/563,087	3,064,136
CHAMPION RAIN OFF	05/770,946	2,672,526
DUAL-MAG	06/459,422	2,885,685
EUROPEAK	06/227,008	2,825,636
FINAL CHARGE	04/633,932	2,014,433
FLEET CHARGE	04/227,822	1,824,002
FLUSH IT, FILL IT, FORGET IT!	06/616/621	3,230,265
FULL FORCE	04/184,080	1,728,756
FULL FORCE and design	03/573,731	1,400,821
HARD DRIVER and design	05/128,265	2,204,281
HARD DRIVER	05/059,303	2,164,390
HERCULINER LOGO	05/906,106	2,421,309
HERCULINER	05/607,886	2,615,658
LIFETIME	06/599,434	2,955,890
MAXIMUM EVERYTHING. EXCEPT THE PRICE.	04/457,516	1,866,650
MAXPOWER	06/528,854	2,853,214
MAX-VISION	06/327,416	2,664,541
METRO	06/074,488	2,586,281
PEAK and design	08/541,938	3,070,570
PEAK and design	07/252/745	
PEAK and design	06/592,965	2,969,569
PEAK	06/571,201	2,893,061
PEAK	06/553,768	2,847,418
PEAK and design	06/511,292	2,831,657
PEAK and design	05/103,813	2,175,421
PEAK	05/103,689	2,175,420
PEAK and design	05/103,688	2,171,683
PEAK	05/103,469	2,239,194
PEAK and design	04/729,763	2,139,440
PEAK	04/729,762	2,126,039
PEAK	04/116,491	1,745,389
PEAK	04/078,536	1,651,774
PEAK	03/199,620	1,154,334
PEAK	03/192,020	1,139,332
PEAK	03/192,018	1,140,133

PEAK	03/088,713	1,055,889
PEAK	02/162,005	759,028
PEAK ANTIFREEZE & COOLANT YEAR-ROUND PROTECTION and design	03/097,666	1,074,355
PEAK GLOBAL	06/568,550	2,893,059
PEAK PERFORMANCE PRODUCTS and design	06/571,202	2,897,028
PEAK PERFORMANCE PRODUCTS and design	06/553,494	3,026,141
PERFORMANCE V	06/491,702	2,814,712
PERFORMANCE V	05/005,704	2,100,052
POLAR GUARD	06/247,004	2,678,881
POLAR GUARD PLUS+	08/706,405	3,150,807
READY USE	05/002,905	2,202,322
SIERRA	04/013,109	1,692,242
SPLITFIRE	06/566,101	2,960,632
SPLITFIRE	05/049,448	2,092,101
SPLITFIRE	04/802,345	1,981,296
SPLITFIRE	04/173,414	1,688,754
STEREOTALK	06/238,808	2,707,718
TELLIGENCE TECHNOLOGIES	06/345,770	2,767,153
THE SCIENCE OF DEICING	06/343,060	2,725,664
TOP OFF	03.501,815	1,353,515
ULTRA MELT	05/103,137	2,092,247

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Trademark	SERIAL #
CLEAREDGE	07/133,158
CLEANEDGE	07/132,911
CUTTING EDGE	07/018,960
DUAL MAG	05/464,750
PROEDGE	07/132,882
RAIN-OFF	07/095,716
RAIN-OFF	07/067765
RAIN-REPEL	07/044,819

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