

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Crane Cams Inc.

- Individual(s)
- General Partnership
- Corporation
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached  Yes  No

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other: Trademark Security Agreement
- Merger
- Change of Name

Execution Date: July 18, 2007

2. Name and address of receiving party(ies):

Wachovia Bank, National Association  
110 East Broward Blvd., Suite 2050  
Fort Lauderdale, FL 33301

- Individual(s) citizenship: \_\_\_\_\_
- Association: \_\_\_\_\_
- General Partnership: \_\_\_\_\_
- Limited Partnership: \_\_\_\_\_
- Corporation: \_\_\_\_\_
- Other: \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No  
(Designation must be a separate document from Assignment)  
Additional name(s) & addresses attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s):

78956596  
78958500

B. Trademark Reg. No.(s):

0913069	2176547	1536311	1650587
2373212	1488343	2689195	2510089
1287040	1961268	3035781	1748137
1577657	2357981		

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Robert E. Cannuscio, Esquire  
Drinker Biddle & Reath LLP  
One Logan Square  
18<sup>th</sup> & Cherry Streets  
Philadelphia, PA 19103-6996

Attorney Docket No. 16549-406043

6. Total number of applications and registrations involved: \_\_\_\_\_

16

7. Total fee (37 CFR 3.41) \_\_\_\_\_

\$ 640.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number: 50-0573

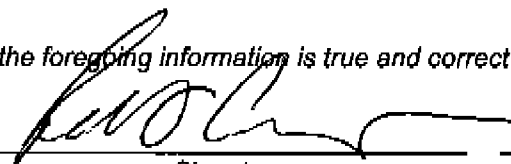
**DO NOT USE THIS SPACE**

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Robert E. Cannuscio

Name of Person Signing



Signature

November 19, 2007

Date

Total number of pages including cover sheet, attachments and document: 8

Mail documents to be recorded with required cover sheet information to:

**Mail Stop Assignment Recordation Services**  
Director of the United States Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

CH \$416.00 500573 78956596

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 18, 2007, is made between CRANE CAMS INC., a Delaware corporation (the "Borrower"), and WACHOVIA BANK, NATIONAL ASSOCIATION (the "Lender").

WITNESSETH:

WHEREAS, the Borrower has entered into that certain Loan and Security Agreement, dated as of the date hereof, with the Lender (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), providing, subject to the terms and conditions thereof, for a loan to be made available by the Lender to Borrower;

WHEREAS, to induce the Lender to enter into the Loan Agreement with the Borrower and to make the loan available thereunder, the Borrower has agreed to execute and deliver this Agreement and to grant a security interest in the Collateral (as hereinafter defined) as security for (i) any and all obligations of the Borrower in respect of the loan and other credit facilities made available under the Loan Agreement and any other note or notes from time to time evidencing such loan and (ii) any and all other "Obligations" (as such term is defined and used in the Loan Agreement) from time to time payable by the Borrower to the Lender and under the Loan Agreement (the obligations described in clauses (i) and (ii) being herein collectively referred to as the "Secured Obligations"); and

WHEREAS, pursuant to Section 5.2 of the Loan Agreement, the Borrower is required to execute and deliver this Agreement and to grant to the Lender a continuing security interest in all of the Collateral to secure all Secured Obligations.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lender to enter into the Loan Agreement and to make the loan to the Borrower thereunder in accordance with the terms thereof, the parties hereto hereby agree as follows:

SECTION 1. Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Borrower hereby grants to the Lender a security interest in and to all of the Borrower's right, title and interest in, to, and under the following, whether now owned or hereafter acquired and wherever located (all of which being hereafter collectively called the "Collateral"):

- a. all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including, without limitation, those referred to in Schedule A attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and

applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

b. all Trademark licenses for the grant by or to the Borrower of any right to use any Trademark;

c. to the extent not included above, all general intangibles (as such term is defined in the Uniform Commercial Code) of the Borrower related to the foregoing; and

d. all proceeds of, and rights associated with, the foregoing, including any claim by the Borrower against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

**SECTION 3. Continuing Liability.** The Borrower hereby expressly agrees that it shall remain liable with respect to the Collateral to observe and perform all the conditions and obligations to be observed and performed by it thereunder that Borrower reasonably determines to be commercially prudent, all in accordance with and pursuant to the terms and provisions thereof and the Loan Agreement. The Lender shall have no obligation or liability with respect to any Collateral by reason of or arising out of this Agreement or the grant of a security interest therein to the Lender or the receipt by the Lender of any payment relating to any Collateral pursuant thereto, nor shall the Lender be required or obligated in any manner to perform or fulfill any of the obligations of the Borrower thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party with respect to any Collateral, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

**SECTION 4. Remedies.** If an Event of Default has occurred and is continuing, the Lender may exercise, in addition to all other rights and remedies granted to it in this Agreement or the Loan Agreement, all rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law. Without limiting the generality of the foregoing, the Borrower expressly agrees that in any such event the Lender, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale or otherwise required by law) to or upon the Borrower or any other person, may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange, broker's board or at any of the Lender's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk, and the Lender shall apply the net proceeds (after expenses) of any such sale, lease, assignment or other disposition against the Secured Obligations in the manner set forth in the Loan Agreement, the Borrower remaining liable for any deficiency therein. After payment in full of all of the Secured Obligations (including those not yet due and payable at the time of the application referred to above), the Lender shall remit any surplus net proceeds to the Borrower (or its successors or assigns) or otherwise as a court of competent jurisdiction may direct.

The Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity or redemption in any of the Borrower, which right or equity is hereby expressly waived and released. To the extent permitted by applicable law, the Borrower waives all claims, damages and demands against the Lender arising out of the repossession, retention or sale of the Collateral. The Borrower agrees that the Lender must give Borrower at least 10 days' notice of the date on which a private sale is to take place and that such notice is reasonable notification of such matter.

**SECTION 5. Grant of License to Use Collateral.** For the purpose of enabling Lender to exercise the rights and remedies in the Loan Agreement, Borrower hereby grants to Lender, to the extent assignable, an irrevocable, non-exclusive license (exercisable at any time an Event of Default shall have occurred and for so long as the same is continuing without payment of royalty or other compensation to Borrower) to use, assign, license or sublicense any of the Collateral now owned or hereafter acquired by Borrower, wherever the same maybe located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof.

**SECTION 6. Covenants Regarding Collateral.** The Borrower agrees to comply with all covenants regarding the Collateral set forth in the Loan Agreement, all of which are incorporated herein by this reference (and each of which shall be deemed amended or, if violated, waived hereunder upon the effectiveness of any amendment or waiver respecting the same covenant in the Loan Agreement). The Borrower agrees that it will, at its expense, forever warrant and, at the Lender's request, defend the Lender's and the Borrower's respective interests in all material Collateral from any and all claims and demands of any other person, and that it will not grant, create or permit to exist any encumbrance upon or security interest in the Collateral in favor of any other person, other than as permitted in the Loan Agreement and the other Financing Agreements.

**SECTION 7. Further Identification of Collateral.** The Borrower will furnish to the Lender from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Lender may reasonably request, all in reasonable detail.

**SECTION 8. Notices.** All notices or other communications hereunder shall be given in the manner and to the addresses determined under Section 12.3 of the Loan Agreement.

**SECTION 9. Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**SECTION 10. No Waiver; Cumulative Remedies.** The Lender shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Lender, and then only to the extent therein set forth. A waiver by the Lender or any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Lender would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of the Lender any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial

exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

SECTION 11. Waivers: Amendments. None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

SECTION 12. Successors and Assigns. This Agreement shall be binding upon the Borrower and the Lender, and their respective successors and assigns and shall inure to the benefit of the Borrower and the Lender and their respective successors and assigns, and nothing herein or in the Loan Agreement is intended or shall be construed to give any other person any right, remedy or claim under, to or in respect of this Agreement, or the Loan Agreement.

SECTION 13. Termination and Reassignment. The Lender agrees that upon the termination or expiration of the Loan Agreement and the Lender's obligations to make extensions of credit thereunder and the full and final payment and performance of the Secured Obligations (other than contingent indemnity obligations for which no claim has been made), the Lender will, upon the request and at the expense of the Borrower execute all such documents as may be reasonably requested by the Borrower to release the security interests created hereby.

SECTION 14. Applicable Law. This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the State of Georgia.

SECTION 15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CRANE CAMS INC.

By: 

Name: Jeffrey H. Coats

Title: Executive Chairman

[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 003665 FRAME: 0289**

WACHOVIA BANK, NATIONAL  
ASSOCIATION,  
as Lender

By: David L. Coody  
Name: David L. Coody  
Title: Vice President

[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 003665 FRAME: 0290**

**SCHEDULE A****Registered U.S. Trademarks**

<b><u>Mark</u></b>	<b><u>Serial Number</u></b>	<b><u>Registration Number</u></b>
COMPUCAM	72363524	0913069
CAM DYNAMICS	73400312	1287040
KOOL NUTS	73683651	1488343
POSI-STOP	73683736	1536311
BLUE RACER PERFORMANCE CAMS & COMPONENTS	73779239	1577657
HI-INTENSITY	74052024	1650587
ENERGIZER	74116009	1748137
CRANE CAMS	74408034	1961268
FIREBALL	75283943	2357981
FIREWIRE	75283944	2373212
FIREBALL	75289895	2176547
IMPORT POWER	76197406	2689195
IMPORT POWER	76197407	2510089
ENERGIZER	78547222	3035781

**U.S. Trademark Applications**

<b><u>Mark</u></b>	<b><u>Serial Number</u></b>	<b><u>Filing Date</u></b>
POWERMAX	78956596	08/21/2006
POWERMAX	78958500	08/23/2006