

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest (under the Second Lien Trademark Security Agreement)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dynojet Research, Inc.		11/20/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	American Capital Financial Services, Inc., as Agent		
Street Address:	2 Bethesda Metro Center, 14th Floor		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Unknown:		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	78795444	WINPEP	
Serial Number:	78079954	DYNOJET TUNING LINK	
Serial Number:	78026198	REV MASTER	
Serial Number:	76006680	POWER COMMANDER	
Serial Number:	75564656	SLEDYNO	
Serial Number:	75005979	DYNOJET	
Serial Number:	75129684	THUNDERSLIDE	
Serial Number:	73821435	DYNOJET	
Serial Number:	77314027	DYNA	
Serial Number:	77314035	DYNATEK	
CORRESPONDENCE DATA			
Fax Number:	(213)430-6407		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			

CH \$265.00 78795444

900092633

TRADEMARK  
REEL: 003666 FRAME: 0600

Email: gdurham@omm.com  
Correspondent Name: Gina M. Durham, Esq.  
Address Line 1: 400 South Hope Street  
Address Line 2: O'Melveny & Myers LLP  
Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:

Gina M. Durham

Signature:

/Gina M. Durham/

Date:

11/26/2007

Total Attachments: 5

source=(2nd Lien T-Grant)(Dynojet)#page1.tif

source=(2nd Lien T-Grant)(Dynojet)#page2.tif

source=(2nd Lien T-Grant)(Dynojet)#page3.tif

source=(2nd Lien T-Grant)(Dynojet)#page4.tif

source=(2nd Lien T-Grant)(Dynojet)#page5.tif

THE SECURITY INTEREST GRANTED BY THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT (AS DEFINED IN THE SECURITY AGREEMENT).

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 20, 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 Security Agreement referred to below (each a "Grantor" and, collectively, the "Grantors"), in favor of American Capital Financial Services, Inc.. ("ACFS"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Agent").

### RECITALS:

A. Dyno Holding Corp., a Delaware corporation ("Holdings"), Dynojet Research, Inc., a Delaware corporation (the "Borrower"), the Lenders and the Agent have entered into a Credit Agreement, dated as of November 20, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

B. Holdings has guaranteed the Obligations pursuant to the Holdings Guaranty, and the Subsidiary Guarantors have guaranteed the Obligations pursuant to the Subsidiary Guaranties; and

C. All the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Agent (the "Security Agreement") 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, the Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower 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 Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

## 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 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 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 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

## SECTION 4. INTERCREDITOR AGREEMENT


4.1 Notwithstanding anything herein to the contrary, the security interest granted pursuant to this Trademark Security Agreement to the Agent pursuant to Section 2 and the exercise of any right or remedy by the Agent hereunder, are subject to the provisions of the Intercreditor Agreement (as defined in the Security Agreement). In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

**DYNOJET RESEARCH, INC.,**  
as Grantor

By: 

Name: Robert Vleck

Title: President, CEO & Secretary

ACCEPTED AND AGREED  
as of the date first above written:

AMERICAN CAPITAL FINANCIAL  
SERVICES, INC.,  
as Agent

By: \_\_\_\_\_

Name: Frank Do

Title: Senior Vice President

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

Trademark	Jurisdiction	Serial No.	Registration and Filing Date	Owner or Registrant	Status
WinPEP	U.S.	78795444	Dec. 5, 2006 Jan. 20, 2006	Dynojet Research, Inc.	Registered - Live
DYNOJET TUNING LINK	U.S.	78079954	Oct. 1, 2002 Aug. 18, 2001	Dynojet Research, Inc.	Registered - Live
REV MASTER	U.S.	78026198	July 15, 2003 Sept. 16, 2000	Dynojet Research, Inc.	Registered - Live
POWER COMMANDER	U.S.	76006680	Dec. 3, 2002 March 24, 2000	Dynojet Research, Inc.	Registered - Live
SLEDYNO	U.S.	75564656	Jan. 18, 2000 Oct. 5, 1998	Dynojet Research, Inc.	Registered - Live
DYNOJET	U.S.	75005979	Oct. 15, 1996 Oct. 16, 1995	Dynojet Research, Inc.	Registered - Live
THUNDERSLIDE	U.S.	75129684	July 7, 1998 July 3, 1996	Dynojet Research, Inc.	Registered - Live
DYNOJET	U.S.	73821435	Sept. 25, 1990 Aug. 25, 1989	Dynojet Research, Inc.	Registered - Live
DYNA	U.S.	77314027	Oct. 25, 2007	Dynojet Research, Inc.	Pending Live
DYNATEK	U.S.	77314035	Oct. 25, 2007	Dynojet Research, Inc.	Pending Live