

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																		
NATURE OF CONVEYANCE:	Trademark Security Agreement																		
CONVEYING PARTY DATA																			
<table border="1"><thead><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr></thead><tbody><tr><td>Fluid Routing Solutions, Inc.</td><td></td><td>06/16/2008</td><td>CORPORATION: DELAWARE</td></tr><tr><td>Fluid Routing Solutions Automotive, LLC</td><td></td><td>06/16/2008</td><td>LIMITED LIABILITY COMPANY: DELAWARE</td></tr><tr><td>Detroit Fuel, Inc.</td><td></td><td>06/16/2008</td><td>CORPORATION: DELAWARE</td></tr></tbody></table>	Name	Formerly	Execution Date	Entity Type	Fluid Routing Solutions, Inc.		06/16/2008	CORPORATION: DELAWARE	Fluid Routing Solutions Automotive, LLC		06/16/2008	LIMITED LIABILITY COMPANY: DELAWARE	Detroit Fuel, Inc.		06/16/2008	CORPORATION: DELAWARE			
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Detroit Fuel, Inc.		06/16/2008	CORPORATION: DELAWARE																
RECEIVING PARTY DATA																			
Name:	Sun Fluid Routing Finance, LLC																		
Street Address:	5200 Town Center Circle																		
Internal Address:	Suite 600																		
City:	Boca Raton																		
State/Country:	FLORIDA																		
Postal Code:	33486																		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE																		
PROPERTY NUMBERS Total: 1																			
<table border="1"><thead><tr><th>Property Type</th><th>Number</th><th>Word Mark</th></tr></thead><tbody><tr><td>Registration Number:</td><td>3085173</td><td>GEN2</td></tr></tbody></table>	Property Type	Number	Word Mark	Registration Number:	3085173	GEN2													
Property Type	Number	Word Mark																	
Registration Number:	3085173	GEN2																	
CORRESPONDENCE DATA																			
Fax Number:	(312)660-0424																		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																			
Phone:	312-861-2000																		
Email:	ccasey@kirkland.com, eburns@kirkland.com																		
Correspondent Name:	Kirkland & Ellis LLP																		
Address Line 1:	200 East Randolph Drive, Suite 5300																		
Address Line 2:	c/o Christine Casey																		
Address Line 4:	Chicago, ILLINOIS 60601																		
ATTORNEY DOCKET NUMBER:	22264-2																		

CH \$40.00 3085173

900109120

TRADEMARK
REEL: 003797 FRAME: 0101

NAME OF SUBMITTER:	Christine Casey
Signature:	/Christine Casey/
Date:	06/17/2008
Total Attachments: 5 source=Trademark Security Agreement (Sun FRS) (EXECUTED)_(12985549_1)#page1.tif source=Trademark Security Agreement (Sun FRS) (EXECUTED)_(12985549_1)#page2.tif source=Trademark Security Agreement (Sun FRS) (EXECUTED)_(12985549_1)#page3.tif source=Trademark Security Agreement (Sun FRS) (EXECUTED)_(12985549_1)#page4.tif source=Trademark Security Agreement (Sun FRS) (EXECUTED)_(12985549_1)#page5.tif	

THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "INTERCREDITOR AGREEMENT"), DATED AS OF JUNE 16, 2008 BY AND AMONG (I) FLUID ROUTING SOLUTIONS, INC., A DELAWARE CORPORATION, (II) FLUID ROUTING SOLUTIONS AUTOMOTIVE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, (III) DETROIT FUEL, INC., A DELAWARE CORPORATION, (IV) FLUID ROUTING SOLUTIONS INTERMEDIATE HOLDING CORP., A DELAWARE CORPORATION (COLLECTIVELY, THE "COMPANIES") AND (V) WELLS FARGO FOOTHILL CAPITAL, INC., A CALIFORNIA CORPORATION, AS AGENT FOR ALL THE SENIOR LENDERS (THE "SENIOR AGENT"), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE COMPANIES PURSUANT TO THAT CERTAIN CREDIT AGREEMENT DATED AS OF JULY 30, 2007 AMONG THE COMPANIES, THE SENIOR AGENT, AND THE LENDERS FROM TIME TO TIME PARTY THERETO (THE "SENIOR CREDIT AGREEMENT") AND RELATED AGREEMENTS, INSTRUMENTS AND DOCUMENTS, AS SUCH SENIOR CREDIT AGREEMENT AND RELATED AGREEMENTS, INSTRUMENTS AND DOCUMENTS HAVE BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THAT AGREEMENT AND RELATED AGREEMENTS, INSTRUMENTS AND DOCUMENTS IN EACH CASE TO THE EXTENT PERMITTED BY THE INTERCREDITOR AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 16, 2008, by Fluid Routing Solutions, Inc., a Delaware corporation ("Fluid"), Fluid Routing Solutions Automotive, LLC, a Delaware limited liability company ("Automotive") and Detroit Fuel, Inc., a Delaware corporation ("Detroit", together with Fluid and Automotive, each a "Grantor" and collectively the "Grantors"), in favor of Sun Fluid Routing Finance, LLC, a Delaware limited liability company (the "Secured Party").

WITNESSETH:

WHEREAS, the parties hereto have executed that certain Senior Subordinated Secured Promissory Note dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Note"); and

WHEREAS, the Grantors have executed and delivered to the Secured Party, that certain Security Agreement dated as of the date herewith (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Party to enter into the Note each Grantor agrees with the Secured Party as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. each Grantor hereby pledges and grants to the Secured Party a lien on and a security interest in and to all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) All of its trademarks registrations and trademark applications (provided, that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use applications under applicable federal law), including those referred to on Schedule I hereto;
- (b) all renewals, registrations, continuations and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, the foregoing; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any of the foregoing, or (ii) injury to the goodwill associated with any of the foregoing.

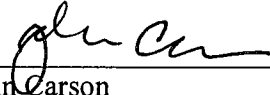
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement and the exercise of remedies with respect to this Trademark Security Agreement is subject to the provisions set forth in Section 6 of the Security Agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

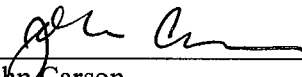
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

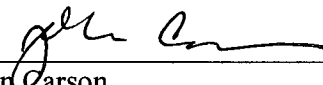
FLUID ROUTING SOLUTIONS, INC., a
Delaware corporation

By: 
Name: John Carson
Title: Chief Financial Officer, Treasurer, &
Secretary

**FLUID ROUTING SOLUTIONS
AUTOMOTIVE, LLC,** a Delaware limited
liability company

By: 
Name: John Carson
Title: Chief Financial Officer, Treasurer, &
Secretary

DETROIT FUEL, INC., a Delaware corporation

By: 
Name: John Carson
Title: Chief Financial Officer, Treasurer, &
Secretary

ACCEPTED AND ACKNOWLEDGED BY:

SUN FLUID ROUTING FINANCE, LLC,
a Delaware limited liability company

By: _____
Name: Michael J. McConvery
Title: Vice President & Assistant Secretary

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.

GRANTORS:

FLUID ROUTING SOLUTIONS, INC., a
Delaware corporation

By: _____
Name: John Carson
Title: Chief Financial Officer, Treasurer, &
Secretary

**FLUID ROUTING SOLUTIONS
AUTOMOTIVE, LLC,** a Delaware limited
liability company

By: _____
Name: John Carson
Title: Chief Financial Officer, Treasurer, &
Secretary

DETROIT FUEL, INC., a Delaware corporation

By: _____
Name: John Carson
Title: Chief Financial Officer, Treasurer, &
Secretary

ACCEPTED AND ACKNOWLEDGED BY:

SUN FLUID ROUTING FINANCE, LLC,
a Delaware limited liability company

By: Michael McConvery
Name: Michael J. McConvery
Title: Vice President & Assistant Secretary

Signature page to Trademark Security Agreement (Sun FRS)

**TRADEMARK
REEL: 003797 FRAME: 0106**

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK

COUNTRY	TRADEMARK	REG. NO.	REN. DATE	GOODS
UNITED STATES	GEN2	3085173	04/25/2016	Hose made primarily of rubber for fuel and other fluid conveyance

INTELLECTUAL PROPERTY LICENSES

1. Industrial Power Transmission Intellectual Property Agreement between Dayco Products, LLC and Carlisle Management company dated August 17, 2001.
2. License Agreement between Imperial Eastman Acquisition Corp. and Stride tool Inc. dated September 20, 1996.
3. Trademark Cross-License Agreement by and among Mark IV Industries, Inc., Dayco Products, LLC, and Fluid dated May 25, 2007.