

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Stant Corporation		06/18/2008	CORPORATION: DELAWARE
Standard-Thomson Corporation		06/18/2008	CORPORATION: DELAWARE
Stant Manufacturing Inc.		06/18/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GMAC Commerical Finance LLC, as Agent		
<b>Street Address:</b>	1290 Avenue of the Americas		
<b>Internal Address:</b>	3rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10104		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0778188	MICRO-SEAL	
Registration Number:	0727244	STAT-TITE	
Registration Number:	1187400	THERMO BLEND	
Registration Number:	0760626	TRU-TEMP	
Registration Number:	1021975	WEIR-STAT	
Registration Number:	1123205		
Registration Number:	3308929	INSTANT FILL	
Registration Number:	0814866	LEV-R-VENT	
Registration Number:	3385052	NEVER TOUCH YOUR GAS CAP AGAIN!	
Registration Number:	1507054	PRE-VENT	
Registration Number:	0299973		
Registration Number:	1179034	S	

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**900110060**

**TRADEMARK**  
**REEL: 003804 FRAME: 0891**

Registration Number:	1261641	STANT
Registration Number:	1258376	STANT
Registration Number:	1258459	STANT
Registration Number:	1815763	SUPERSTAT
Registration Number:	1638304	SWIV-EL

#### CORRESPONDENCE DATA

Fax Number: (312)609-5005

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

Phone: (312) 609-7838

Email: podonoghue@vedderprice.com

Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.

Address Line 1: 222 North LaSalle Street

Address Line 2: Suite 2500

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	31656.00.0043
NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	06/27/2008

#### Total Attachments: 11

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TRADEMARK AND LICENSE SECURITY AGREEMENT

THIS TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement") dated as of June 18, 2008 is made by Stant Corporation, a Delaware corporation, Standard-Thomson Corporation, a Delaware corporation, and Stant Manufacturing Inc., a Delaware corporation (individually and collectively, "Grantor"), in favor of GMAC COMMERCIAL FINANCE LLC, a Delaware limited liability company, in its capacity as agent ("Agent") for itself and the other financial institutions (the "Lenders") from time to time party to the Loan Agreement (as defined herein).

## WITNESSETH:

WHEREAS, Grantor, certain of Grantor's affiliates (together with Grantor, collectively "Borrower"), Stant Parent Corp., Agent and the Lenders have entered into that certain Loan and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Agent and the Lenders have, subject to certain conditions precedent, agreed to make Loans (as defined in the Loan Agreement) to Borrower; and

WHEREAS, Agent and the Lenders have required as a condition, among others, to the making of the Loans, in order to secure the prompt and complete payment, observance and performance of all of Borrower's Obligations (as defined in the Loan Agreement) that Grantor execute and deliver this Agreement to Agent, for its benefit and the benefit of the Lenders.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agrees as follows:

1. Defined Terms.

- (i) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.
- (ii) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.
- (iii) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Grantor hereby grants to Agent, on behalf of itself and the Lenders, a first priority security interest having

priority over all other security interests in all of Grantor's now owned or existing and filed and hereafter acquired or arising and filed:

- (i) (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, all registrations thereof, and all applications in connection therewith, excluding any United States intent-to-use applications to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use applications under applicable law; (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing (the "Trademarks"), including, without limitation, the U.S. registered trademarks, U.S. trademark applications, U.S. registered service marks and U.S. service mark applications listed on Schedule A attached hereto; and
  - (ii) license agreements with any other party in connection with any of Grantor's Trademarks where Grantor is a licensor under any such license agreement or such other party's trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications, where Grantor is a licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B attached hereto (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreements that do not constitute Collateral.
3. Incorporation of Loan Agreement. The terms and conditions of the Loan Agreement are hereby incorporated into this Agreement by this reference.
4. Nature and Continuation of Agent's and Lenders' Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Obligations have been paid in full and the Loan Agreement terminated in accordance with its terms. At such time, the Liens granted to Agent and the Lenders hereunder shall also terminate and Agent, on behalf of itself and the Lenders, shall promptly deliver to Grantor all such documents and instruments as may reasonably be necessary to terminate the Liens created pursuant to this Agreement and to evidence such termination.
5. Authority of Agent. Each party hereto acknowledges that the rights and responsibilities of Agent under this Agreement with respect to any action taken by

Agent or the exercise or non-exercise by Agent of any right or remedy provided for herein or resulting or arising out of this Agreement, shall be governed by the Loan Agreement.

6. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
7. Modification. This Agreement cannot be altered, amended or modified in any way, except by a writing signed by all the parties hereto.
8. Binding Effect; Benefits. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns as permitted by the Loan Agreement. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however that Grantor shall not voluntarily assign its obligations hereunder without the prior written consent of Agent.
9. Governing Law. This Agreement shall be governed by and construed in accordance with the applicable laws set forth in the Loan Agreement.
10. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.
11. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.
12. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
13. Right to Record Security Interest. Agent, on behalf of itself and the Lenders, shall have the right, but not the obligation, to record this Agreement in the United States Patent and Trademark Office, provided that Agent shall redact Schedule B in its entirety from this Agreement before such recordings, and Agent shall advise Grantor of such recordings. Grantor agrees to pay documented expenses for such recordation. Upon satisfaction in full of the Obligations and termination of the Loan Agreement in accordance with its terms, Grantor shall have the right to effect the recording of such satisfaction or termination at the expense of Grantor in the United States Patent and Trademark Office. Agent and Grantor shall promptly cooperate to effect all such recordings hereunder.

**[SIGNATURE PAGES FOLLOW]**

*Signature Page to Trademark and License Security Agreement*


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
on the day and year first above written.

**GRANTOR:**

**STANT CORPORATION**, a Delaware  
corporation

By:   
Name: John A. Chamberlain  
Title: Secretary and Treasurer


**STANDARD-THOMSON CORPORATION**, a  
Delaware corporation

By:   
Name: John A. Chamberlain  
Title: Secretary and Treasurer

*Signature Page to Trademark and License Security Agreement*

**GRANTOR:**

**STANT MANUFACTURING INC.**, a Delaware  
corporation


By:   
Name: John A. Chamberlain  
Title: Treasurer

CHICAGO/1775046

*Signature Page to Trademark and License Security Agreement*

AGENT:

**GMAC COMMERCIAL FINANCE LLC, a**  
Delaware limited liability company

By:   
Craig Nalitt  
Director

CHICAGO/1775046



*Notary Page to Trademark and License Security Agreement*

STATE OF Indiana )  
COUNTY OF Fayette ) SS

The foregoing TRADEMARK AND LICENSE SECURITY AGREEMENT was executed and acknowledged before me this 5 day of June, 2008, by John A Chamberlain, personally known to me to be the Secretary/Treasurer of STANT CORPORATION, a Delaware corporation, on behalf of such entity.

(SEAL)

Lana F Smith  
Notary Public: Lana F Smith  
My commission expires: 3-2-09

*Notary Page to Trademark and License Security Agreement*

STATE OF Indiana  
COUNTY OF Fayette )<sup>SS</sup>

The foregoing TRADEMARK AND LICENSE SECURITY AGREEMENT was executed and acknowledged before me this 5 day of June, 2008, by John A Chamberlain, personally known to me to be the Secretary & Treasurer of STANDARD-THOMSON CORPORATION, a Delaware corporation, on behalf of such entity.

(SEAL)

Lena F. Smith  
Notary Public Lena F. Smith  
My commission expires: 3-2-09

*Notary Page to Trademark and License Security Agreement*

STATE OF Indiana )  
 ) SS  
COUNTY OF Fayette

The foregoing TRADEMARK AND LICENSE SECURITY AGREEMENT was executed and acknowledged before me this 13 day of June, 2008, by John A. Chamberlain, personally known to me to be the Treasurer of STANT MANUFACTURING INC., a Delaware corporation, on behalf of such entity.

(SEAL)

Lana F. Smith  
Notary Public Lana F. Smith  
My commission expires: 3-2-09

**Notary Page to Trademark and License Security Agreement**

STATE OF New York  
COUNTY OF New York ) SS

The foregoing TRADEMARK AND LICENSE SECURITY AGREEMENT was executed and acknowledged before me this 17 day of June, 2008, by CRAIG NALITT, personally known to me to be the DIRECTOR of GMAC COMMERCIAL FINANCE LLC, a Delaware limited liability company, on behalf of such entity.

(SEAL)

Wynanda Rosenberg  
Notary Public  
My commission expires: \_\_\_\_\_

WYNANDA ROSENBERG  
NOTARY PUBLIC, State of New York  
No. 31-4519486  
Qualified in New York County  
Commission Expires March 30, 2010

## SCHEDULE A

to Trademark and License Security Agreement

### TRADEMARKS

#### Standard-Thomson Corporation

1. U.S. Trademark Reg. No. 778188 for MICRO-SEAL
2. U.S. Trademark Reg. No. 727244 for STAT-TITE
3. U.S. Trademark Reg. No. 1187400 for THERMO BLEND
4. U.S. Trademark Reg. No. 760626 for TRU-TEMP
5. U.S. Trademark Reg. No. 1021975 for WEIR-STAT

#### Stant Manufacturing Inc.

1. U.S. Trademark Reg. No. 1123205 for Design (Carton Box)
2. U.S. Trademark Reg. No. 3308929 for INSTAFILL
3. U.S. Trademark Reg. No. 814866 for LEV-R-VENT
4. U.S. Trademark Reg. No. 3385052 for NEVER TOUCH YOUR GAS CAP AGAIN!
5. U.S. Trademark Reg. No. 1507054 for PREVENT and Design
6. U.S. Trademark Reg. No. 299973 for Red Circle Design.
7. U.S. Trademark Reg. No. 1179034 for S Design.
8. U.S. Trademark Reg. No. 1261641 for STANT and Design
9. U.S. Trademark Reg. No. 1258376 for STANT and Design
10. U.S. Trademark Reg. No. 1258459 for STANT and Design
11. U.S. Trademark Reg. No. 1815763 for SUPERSTAT
12. U.S. Trademark Reg. No. 1638304 for SWIV-EL