

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DRIVESOL INTERMEDIATE HOLDING CORP.		06/25/2008	CORPORATION: DELAWARE
DRIVESOL WORLDWIDE, INC.		06/25/2008	CORPORATION: DELAWARE
DRIVESOL AUTOMOTIVE INCORPORATED		06/25/2008	CORPORATION: DELAWARE
DRIVESOL GLOBAL STEERING, INC.		06/25/2008	CORPORATION: DELAWARE
DRIVESOL GLOBAL STEERING INTERMEDIARY, INC.		06/25/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SUN DRIVESOL FINANCE, LLC
Street Address:	5200 Town Center Circle, Suite 600
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33486
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78775912	DRIVESOL

CORRESPONDENCE DATA

Fax Number: (312)660-0471
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-861-6371
Email: rprescan@kirkland.com
Correspondent Name: Renee Prescan
Address Line 1: 200 E. Randolph Drive
Address Line 2: Kirkland & Ellis LLP

CH \$40.00 78775912

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 10123-5 RMP

NAME OF SUBMITTER: Renee M. Prescan

Signature: /Renee M. Prescan/

Date: 06/27/2008

Total Attachments: 6

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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 25, 2008 BY AND AMONG (i) SUN DRIVESOL FINANCE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, (ii) DRIVESOL INTERMEDIATE HOLDING CORP., A DELAWARE CORPORATION, DRIVESOL WORLDWIDE, INC., A DELAWARE CORPORATION, DRIVESOL WORLDWIDE, INC., A DELAWARE CORPORATION, DRIVESOL AUTOMOTIVE INCORPORATED, A DELAWARE CORPORATION, DRIVESOL GLOBAL STEERING, INC., A DELAWARE CORPORATION, DRIVESOL GLOBAL STEERING INTERMEDIARY, INC., A DELAWARE CORPORATION (COLLECTIVELY, THE “COMPANIES”) AND (iii) 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 AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF MARCH 16, 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 25, 2008, is made by DriveSol Intermediate Holding Corp., a Delaware corporation (“Parent”), DriveSol Worldwide, Inc., a Delaware corporation, DriveSol Automotive Incorporated, a Delaware corporation, DriveSol Global Steering, Inc., a Delaware corporation, and DriveSol Global Steering Intermediary, Inc., a Delaware corporation, each of the foregoing, a “Grantor” and collectively the “Grantors”, in favor of Sun DriveSol Finance, LLC, a Delaware limited liability company, as lender (the “Secured Party”).

WITNESSETH:

WHEREAS, the Grantors (other than Parent) have executed and delivered to the Secured Party, 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.

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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:

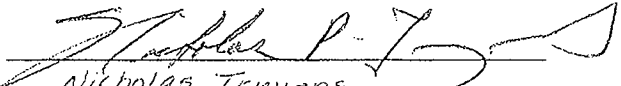
DRIVESOL INTERMEDIATE HOLDING CORP.,
a Delaware corporation

DRIVESOL WORLDWIDE, INC., a Delaware
corporation

DRIVESOL AUTOMOTIVE INCORPORATED, a
Delaware corporation

DRIVESOL GLOBAL STEERING, INC., a
Delaware corporation

DRIVESOL GLOBAL STEERING
INTERMEDIARY, INC., a Delaware corporation

By: 
Name: Nicholas Tenyens
Title: CEO, Secretary + Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

SUN DRIVESOL FINANCE, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

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:

DRIVESOL INTERMEDIATE HOLDING CORP.,
a Delaware corporation

DRIVESOL WORLDWIDE, INC., a Delaware
corporation

DRIVESOL AUTOMOTIVE INCORPORATED, a
Delaware corporation

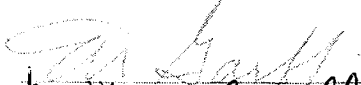
DRIVESOL GLOBAL STEERING, INC., a
Delaware corporation

DRIVESOL GLOBAL STEERING
INTERMEDIARY, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

SUN DRIVESOL FINANCE, LLC,
a Delaware limited liability company

By: 
Name: Matthew Garoff
Title: Vice President + Assistant Secretary

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK

Trademark	Owner	Jurisdiction	Application Filing Date	Application Number
DRIVESOL	DriveSol Worldwide, Inc.	United States	12/19/2005	78/775,912

LICENSES

1. License Agreement, dated as of December 17, 1997 by and between Technology Holding Company II and Comcorp Technologies, Inc.
2. Intellectual Property License Agreement, dated as of September 30, 2003, by and among Williams Control, Inc., a Delaware corporation, Aptek Williams, Inc., a Delaware corporation, Proactive Acquisition Corporation, a Michigan corporation, DriveSol Worldwide, Inc., a Delaware corporation and DriveSol Automotive Incorporated, a Delaware corporation, including, *inter alia*, Hysteresis Patents, LTCC Patents.
3. World Supplier Agreement by and between DriveSol Worldwide, Inc. (Troy, MI) and Wabash Technologies Los Angeles (Ontario, CA), dated April 1, 1999, as amended by that certain Letter, dated January 16, 2003 from Teleflex Incorporated to Wabash Technologies Los Angeles, as further amended by that certain Letter, dated October 1, 2003, from Wabash Technologies Los Angeles to Teleflex Incorporated, as further amended by that certain Letter, dated April 7, 2005, from Teleflex Incorporated to Wabash Technologies Los Angeles, as further amended by that certain Settlement Agreement between Teleflex Incorporated and Wabash Technologies, Inc.
4. Service and Support Agreement, dated April 1, 2005, by and between EDIDan Support APS and DriveSol Worldwide AB.
5. Microsoft Select Agreement, dated as of March 29, 2004, by and between DriveSol Worldwide, Inc. (f/k/a Teleflex Incorporated) and Microsoft Corporation.
6. ADP Payforce License Agreement, dated as of December 10, 2002, by and between Teleflex Incorporated and ADP, Inc.
7. Master Software License and Service Agreement, dated as of January 14, 2000, by and between Teleflex Automotive Group and Structural Dynamic Research Corporation.
8. Purchase/License Agreement, dated as of April 12, 1993, by and between DriveSol Worldwide, Inc. and Electronic Data Systems Corporation.

9. IBM Customer Agreement, dated as of August 1, 1994, by and between DriveSol Worldwide, Inc. and International Business Machines Corporation.