

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Supplemental Trademark Security Agreement
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Autotronic Controls Corporation		10/01/2008	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Antares Capital Corporation, as Agent
Street Address:	500 W. Mornoe, 17th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3114255	ATTITUDE
Serial Number:	76666888	BLASTER EFI
Serial Number:	76679980	CORTEX
Serial Number:	76665724	DASHHAWK
Registration Number:	2677372	D-BOX
Registration Number:	2909719	DIESEL DYNAMICS
Registration Number:	3231310	E-CURVE
Registration Number:	3049069	EDGE
Registration Number:	3125691	EDGE PRODUCTS
Serial Number:	78867955	FIRE LIGHT
Serial Number:	77218285	MICROPAQ
Registration Number:	3089580	MICRO TUNER
Serial Number:	76681272	MILEAGE MAX
Registration Number:	3155938	MSD IGNITION

OP \$590.00 3114255

Registration Number:	3190745	MSD IGNITION
Registration Number:	1656136	RACEPAK
Registration Number:	1876383	SUPER CHIP
Registration Number:	3241136	SUPERCHIPS
Registration Number:	3081307	SUPERCHIPS INC.
Registration Number:	2915647	THERMINATOR
Serial Number:	76681283	TIMING TWISTER
Registration Number:	3153781	TRAIL JAMMER
Serial Number:	76681273	V-SERIES

CORRESPONDENCE DATA

Fax Number: (312)993-9767

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

Phone: 312-993-2698

Email: magdalini.rizakos@lw.com

Correspondent Name: Magdalini Rizakos c/o Latham & Watkins

Address Line 1: 233 South Wacker Drive, Suite 5800

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Magdalini Rizakos
Signature:	/mr/
Date:	10/03/2008

Total Attachments: 5

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (the "**Agreement**"), dated as of October 1, 2008, is between AUTOTRONIC CONTROLS CORPORATION, a Texas corporation (the "**Grantor**") and ANTARES CAPITAL CORPORATION, a Delaware corporation, as Agent (as defined in the below described Credit Agreement, in such capacity, the "**Grantee**") for the benefit of the Lenders (as defined below).

RECITALS

WHEREAS, Grantor owns the issued Trademark registrations and Trademark registration applications listed on Schedule I annexed hereto; and

WHEREAS, Grantor has entered into that certain Second Amended and Restated Credit Agreement dated as of March 31, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among Grantor, certain of its affiliates (collectively with Grantor, the "**Borrowers**"), Grantee and the financial institutions that from time to time become lenders thereunder (the "**Lenders**"), providing for extensions of credit and other financial accommodations to be made to Grantor and the other Borrowers by Agent and Lenders; and

WHEREAS, pursuant to the terms of that certain Third Amended and Restated Security Agreement dated as dated as of March 31, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), between Grantor, certain of its affiliates and Grantee, Grantor has granted to Grantee, for the benefit of Grantee and Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all then owned and thereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations and Trademark registration applications, together with the goodwill and business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement); and

WHEREAS, pursuant to that certain Trademark Security Agreement (the "**Trademark Security Agreement**") dated as of March 31, 2006, between Grantor and Grantee, Grantor granted to Grantee, for the benefit of Grantee and Lenders, a continuing security interest in all of Grantor's right, title and interest in and to certain Trademarks, Trademark registrations, Trademark registration applications, goodwill symbolized thereby, and proceeds thereof, as described therein; and

WHEREAS, since the date of execution of the Trademark Security Agreement Grantor has acquired an interest in additional Trademarks, Trademark registrations and Trademark registration applications.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the

following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark registration application, including without limitation, the issued Trademark registrations and Trademark registration applications referred to in Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademark registrations referred to in Schedule I annexed hereto, the Trademark registrations issued with respect to the Trademark registration applications re referred in Schedule I or (b) injury to the goodwill associated with any Trademark or Trademark registration.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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. The security interest granted herein does not supersede nor affect the validity of the Trademark Security Agreement, which shall remain in full force and effect.

(Signature Page Follows)

IN WITNESS HEREOF, Grantor has caused this Supplemental Trademark Security Agreement to be duly executed by its duly authorized officer on the date first set forth above.

AUTOTRONIC CONTROLS CORPORATION, a Texas corporation

By: James M. Beltrame
Name: JAMES M. BELTRAME
Title: C.F.O.

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: _____
Name: _____
Title: _____

Signature Page to ACC Supplemental Trademark Security Agreement

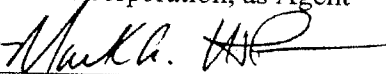
IN WITNESS HEREOF, Grantor has caused this Supplemental Trademark Security Agreement to be duly executed by its duly authorized officer on the date first set forth above.

**AUTOTRONIC CONTROLS
CORPORATION**, a Texas corporation

By: _____
Name: _____
Title: _____

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: Mark A. Ullaut
Title: Duly Authorized Signatory

Signature Page to ACC Supplemental Trademark Security Agreement

**TRADEMARK
REEL: 003864 FRAME: 0533**

Exhibit I

Trademark Registration and Applications

Title	Registration/Application #	Date
Attitude	3,114,255	07/11/2006
Blaster EFI	76/666,888	10/03/2006
Cortex	76/679,980	07/27/2007
Dashhawk	76/665,724	09/07/2006
D-Box	2,677,372	01/21/2003
Diesel Dynamics	2,909,719	12/14/2004
E-Curve	3,231,310	04/17/2007
Edge	3,049,069	01/24/2006
Edge Products	3,125,691	08/08/2006
Fire Light	78/867,955	04/24/2006
Micropaq	77/218,285	06/28/2007
Micro Tuner	3,089,580	05/09/2006
Mileage Max & Design	76/681,272	08/29/2007
MSD Ignition	3,155,938	01/11/2006
MSD Ignition	3,190,745	01/11/2006
Racepak	1,656,136	09/10/1991
Super Chip	1,876,383	01/31/1995
Superchips	3,241,136	05/15/2007
Superchips, Inc.	3,081,307	04/18/2006
Therminator	2,915,647	06/10/2003
Timing Twister	76/681,283	08/29/2007
Trail Jammer	3,153,781	10/10/2006
V-Series & Design	76/681,273	08/29/2007