

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
Auto Meter Products, Inc.		12/23/2008	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Antares Capital Corporation, as Agent		
Street Address:	500 WEST MONROE STREET		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77488888	AUTO METER	
Serial Number:	77488900	AUTO GAGE	
Serial Number:	77566842	STACK	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	3972.024		
NAME OF SUBMITTER:	Nancy Brougher		
		TRADEMARK	

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REEL: 003910 FRAME: 0115

OP \$90.00 77488888

Signature:

/njb/

Date:

12/29/2008

Total Attachments: 4

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**AMENDMENT NO. 1 TO
PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT**

THIS AMENDMENT NO.1 ("**Amendment**") to that certain Patent, Trademark and Copyright Security Agreement dated as of August 29, 2002 (the "**Security Agreement**") made by Auto Meter Products, Inc., an Illinois corporation (the "**Borrower**"), in favor of Antares Capital Corporation, a Delaware corporation, as agent ("**Agent**") for its own benefit and the benefit of the Lenders, is made as of December 23, 2008.

WHEREAS, the Borrower and Agent are parties to that certain Amended and Restated Credit Agreement dated as of June 30, 2006 (as it has been and may be further amended, restated, supplemented or otherwise modified from time to time, "**Credit Agreement**"), pursuant to which the Agent and Lenders agreed to extend loans and certain other financial accommodations to the Borrower;

WHEREAS, in connection with the Credit Agreement, Borrower and Agent entered into a Security Agreement dated as of August 29, 2002 (as it has been and may be further amended, restated, supplemented or otherwise modified from time to time), pursuant to which the Borrower granted to the Agent a security interest in substantially all of the Borrower's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, tradenames, service marks, service mark applications, goodwill and licenses (collectively, "**Intellectual Property**");

WHEREAS, the Security Agreement was duly recorded in the United States Patent and Trademark Office on September 4, 2002 at Reel 018015, Frame 0284 and a supplement thereto was duly recorded on July 28, 2006 at Reel 013231, Frame 0652;

WHEREAS, since the date of the Borrower's execution of the Security Agreement, the Borrower has acquired interests in certain specific Intellectual Property (the "**New Intellectual Property**"); and

WHEREAS, in accordance with Section 3 of the Security Agreement, the Borrower has agreed to amend the Security Agreement to confirm the inclusion of such New Intellectual Property;

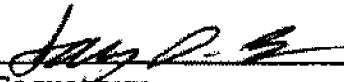
NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Security Agreement as follows:

1. Schedules. Schedules A (Patents) and C (Trademarks) as referred to in the Security Agreement are hereby supplemented by the schedules attached hereto.

2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Security Agreement shall remain in full force and effect as executed.

IN WITNESS WHEREOF, the Borrower and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

AUTO METER PRODUCTS, INC.

By 
Its Secretary

SUPPLEMENT TO

SCHEDULE A

PATENTS

<u>PATENT</u>	<u>PATENT / APPLICATION NUMBER</u>	<u>ISSUE or FILE DATE</u>
Heavy duty battery system tester and method	12/127918	05/28/08
Digital display type vehicle gauge	12/017751	01/22/08
Gauge circuit board holding devise	11/925528	10/26/07
Vehicle gauge mounting bracket	11/589925	10/31/06
High performance vehicle speedometer	09/963997	NA

SUPPLEMENT TO SCHEDULE C

TRADEMARKS

<u>MARK</u>	<u>APPLICATION DATE</u>	<u>SERIAL NO.</u>
Auto Meter	06/02/08	77-488888
Auto Gage	06/02/08	77-488900
Stack	09/10/2008	77-566842