

**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>
FRS Holding Corp.		03/27/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FRS Group, LP		
<b>Composed Of:</b>	COMPOSED OF Sun Holdings V, LLC, general partner, a Delaware limited liability company		
<b>Street Address:</b>	5200 Town Center Circle, Suite 600		
<b>City:</b>	Boca Raton		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33486		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3085173	GEN2	
Registration Number:	3408823	FLUOROPERM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)660-0471		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-861-6371		
<b>Email:</b>	prescan@kirkland.com		
<b>Correspondent Name:</b>	Renee Prescan		
<b>Address Line 1:</b>	200 E. Randolph Drive		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	38233-411 RMP		
<b>NAME OF SUBMITTER:</b>	Renee M. Prescan		

**CH \$65.00 3085173**

Signature:	/Renee M. Prescan/
Date:	03/27/2009
<b>Total Attachments: 4</b> source=Trademark Security Agreement - FRS Holding Corp. 27 MAR 2009 EXECUTED_(14402282_1)#page1.tif source=Trademark Security Agreement - FRS Holding Corp. 27 MAR 2009 EXECUTED_(14402282_1)#page2.tif source=Trademark Security Agreement - FRS Holding Corp. 27 MAR 2009 EXECUTED_(14402282_1)#page3.tif source=Trademark Security Agreement - FRS Holding Corp. 27 MAR 2009 EXECUTED_(14402282_1)#page4.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 27, 2009, by FRS Holding Corp., a Delaware corporation ("FRS" or "Grantor") in favor of FRS Group, LP, a Delaware limited partnership (as successor by conversion of Sun Fluid Routing Finance, LLC, a Delaware limited liability company, together with its successors and assigns, the "Secured Party").

### WITNESSETH:

WHEREAS, the parties hereto have executed that certain Senior Secured Promissory Note dated as of February 27, 2009 (the "Original Note");

WHEREAS, the Grantor has executed and delivered to the Secured Party, that certain Security Agreement dated February 27, 2009 (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, in connection with that certain Asset Purchase Agreement dated as of February 6, 2009 among Grantor, Fluid Routing Solutions Intermediate Holding Corp. and the other sellers name therein (as from time to time amended, restated, supplemented or otherwise modified, the "APA"), the Grantor is acquiring the Acquired Assets (used herein as defined in the APA) and desires to amend and restate the Original Note to, amongst other things, increase the maximum principal amount available thereunder (as amended and restated, the "Note"); and

WHEREAS, pursuant to the Note, the Grantor agrees to grant to Secured Party a lien on and a security interest in its intellectual property in favor of the Secured Party.

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 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. Grantor hereby pledges and grants to the Secured Party a lien on and a security interest in and to all of 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 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, 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.

**GRANTOR:**


**FRS HOLDING CORP.**, a Delaware corporation

By:   
Name: Michael J. McConvery  
Its: Vice President and Assistant Secretary

**ACCEPTED AND ACKNOWLEDGED BY:**

**FRS GROUP, LP**, a Delaware limited partnership

By: Sun Holdings V, LLC  
Its: General Partner

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

Signature page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 003960 FRAME: 0488**

**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
UNITED STATES	FLUOROPERM	3408823		

INTELLECTUAL PROPERTY LICENSES

1. Trademark Cross-License Agreement by and among Mark IV Industries, Inc., Dayco Products, LLC, and Fluid dated May 25, 2007.
2. Intellectual Property Cross-License Agreement, dated May 25, 2007, among Mark IV Industries, Inc., Dayco Products, LLC, and Fluid Routing Solutions, Inc.
3. Siemens Software License and Services Agreement, dated November 5, 2008, between Fluid Routing Solutions, Inc. and Siemens Product Lifecycle Management Software, Inc.