

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Grant of Security Interest in Exclusively Licensed Trademark Rights	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mark IV Industries Corp.		05/04/2009	Company Organized Under the Laws of the Province of Nova Scotia: NOVA SCOTIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	1111 Fannin, 10th Floor		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77002		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77488328	JANUS	
<b>Serial Number:</b>	77488313	OMNI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 455-7976		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	Mindy M. Lok, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	509600/0290		
<b>NAME OF SUBMITTER:</b>	Mindy M. Lok		

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Signature:	/m/
Date:	05/06/2009
Total Attachments: 7 source=MkVIIIITS#page1.tif source=MkVIIIITS#page2.tif source=MkVIIIITS#page3.tif source=MkVIIIITS#page4.tif source=MkVIIIITS#page5.tif source=MkVIIIITS#page6.tif source=MkVIIIITS#page7.tif	

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of May 4, 2009 is made by (i) Mark IV Industries Corp, a company organized under the laws of the Province of Nova Scotia, located at 900-1959 Upper Water St., Halifax, Nova Scotia Canada B3J 3N2 (the "Grantor"), in favor of JPMorgan Chase Bank, N.A, a national banking association located at 1111 Fannin, 10th Floor Houston, Texas 77002, Attention: Omar E. Jones, as Administrative Agent (the "Agent") for the banks and other financial institutions or entities (the "Lenders") parties to the Credit and Guarantee Agreement, dated as of May 4, 2009 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Mark IV Industries, Inc., Dayco Products LLC, Dayco Europe S.r.l, Grantor, each of the direct and indirect Subsidiaries signatory thereto, the Lenders, and JPMorgan Chase Bank, N.A. as syndication agent and as Administrative Agent and (ii) the other Secured Parties (as defined in the Security Agreement).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Guarantors have executed and delivered a Guarantee and Collateral Agreement, dated as of May 4, 2009, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks of such Grantor; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in the Trademarks of such Grantor (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"); provided, however, that this Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is prohibited by any Requirements of Law of a Governmental Authority or requires a consent not obtained of any Governmental Authority pursuant to such Requirement of Law, except to the extent that such Requirement of Law is ineffective under applicable law; provided, further, that notwithstanding anything herein to the contrary, in no event shall the Collateral include or the security interest granted under this Section 3 attach to (i) any lease, license, contract, property right or agreement (or any of its rights or interests thereunder) solely if and to the extent that the grant of the security interest shall, after giving effect to Sections 9-406, 9-407, 9-408 or 9-409 of the New York UCC (or any successor provision or provisions) or any other applicable law, constitute or result in (A) the

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abandonment, invalidation or unenforceability of any right, title or interest of such Grantor therein or (B) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property right or agreement, provided that, immediately upon the ineffectiveness, lapse or termination of any such provision, the Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect, and (ii) any applications for Trademarks filed in the United States Patent and Trademark Office on the basis of any Grantor's intent to use such mark pursuant to 15 U.S.C. § 1051 Section 1(b) and for which a form evidencing use of the mark in interstate commerce has not yet been filed with the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051(d), to the extent that granting a security interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Mark IV Industries Corp

By: 

Name: Mark G. Barberio

Title: Vice President

Date:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent for the Lenders

By: Marina Flindell  
Name: MARINA FLINDELL  
Title: EXECUTIVE DIRECTOR  
Date: 5/1/2009



ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York )  
COUNTY OF New York )<sup>53</sup>

On the 1st day of May, 2009, before me personally came Narwa Hudd, who is personally known to me to be the Executive Director of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Executive Director in such national banking association, the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.

Arlene N. Gibbs  
Notary Public

ARLENE N. GIBBS  
Notary Public, State of New York  
No. 01GI6025531  
Qualified in Nassau County  
~~Commission Expires 12/31/11~~  
(PLACE STAMP AND SEAL ABOVE) //



Schedule I

U.S. Trademark Registrations and Applications

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Trademark</b>	<b>Application</b>	<b>Status</b>	<b>Owner</b>	<b>Description</b>
2,344,267	75/158,217	Active	MARK IV INDUSTRIES CORP.	Fusion
2,878,024	76/316,129	Active	Mark IV Industries Corp.	Transponder 3D Trademark
3,559,644	77/269,379	Registered	Mark IV Industries Corp.	Hotpass
3,335,267	78/964,234	Registered	MARK IV INDUSTRIES CORP.	Hot Solution & Design
3,335,266	78/964,227	Registered	MARK IV INDUSTRIES CORP.	Hot Solution
2,941,547	78/160,626	Registered	MARK IV INDUSTRIES CORP.	Ubiquity
3,098,748	78/160,612	Registered	MARK IV INDUSTRIES CORP.	Reinventing The Road
2,939,028	76/090,560	Registered	MARK IV INDUSTRIES CORP.	Smart Fusion

**TRADEMARKS LICENSED TO MARK IV INDUSTRIES CORP.**

<b>Trademark</b>	<b>Application</b>	<b>Status</b>	<b>Owner</b>	<b>Description</b>
	77/488,328	Registered	Mark IV IVHS, Inc.	Janus
	77/488,313	Registered	Mark IV IVHS, Inc.	Omni

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