TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights - ABL Loan

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mark IV IVHS, Inc.		11/13/2009	CORPORATION: DELAWARE
Luminator Holding L.P.		11/13/2009	LIMITED PARTNERSHIP: DELAWARE
NRD, LLC		11/13/2009	LIMITED LIABILITY COMPANY: DELAWARE
Dayco Products, LLC		11/13/2009	LIMITED LIABILITY COMPANY: DELAWARE
Mark IV Industries, Inc.		11/13/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as U.S. Collateral Agent and Administrative Agent
Street Address:	1111 Fannin, 10th Floor
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 79

Property Type	Number	Word Mark
Registration Number:	3670540	JANUS
Serial Number:	77488313	OMNI
Registration Number:	1764093	LUMINATOR
Registration Number:	1603514	MATRIX: MAX
Registration Number:	1604429	GTI
Registration Number:	3043861	SKYTHEATER
Registration Number:	3043860	SKYMOTION
Registration Number:	3380634	FIREFLY
Registration Number:	3368323	FIREFLY

OP $1990.00 3670540

Registration Number:	1383196	STATICMASTER
Registration Number:	3474210	NEUTRALIZER
Registration Number:	3031575	SIMPLY NEUTRAL
Registration Number:	3034555	NRD
Registration Number:	3010900	NRD
Registration Number:	0943563	NUCLESTAT
Serial Number:	77509050	89209
Serial Number:	77814915	XTX
Serial Number:	77814901	HPX
Serial Number:	77814889	HP
Serial Number:	77509092	89251
Serial Number:	77509085	89233
Serial Number:	77509073	89231
Serial Number:	77509054	89215
Serial Number:	77509038	89203
Serial Number:	77509027	89201
Serial Number:	77509020	89048
Serial Number:	77509001	89017
Serial Number:	77508997	89015
Serial Number:	77508988	89010
Serial Number:	77508975	89007
Serial Number:	77509064	89230
Registration Number:	2571627	ORION
Registration Number:	3050218	DAYCO
Registration Number:	3050220	DAYCO
Registration Number:	3032270	GOLD LABEL
Registration Number:	3041569	TOP COG
Registration Number:	3057490	LIFELINE
Registration Number:	3050217	DAYCO
Registration Number:	3174023	DAYPERM
Registration Number:	3032384	GOLD LABEL
Registration Number:	1243988	ONE FOR THE ROAD
Registration Number:	0826372	
Registration Number:	1210283	EQUI-MATCH
Registration Number:	0826412	GPL

Registration Number:	1124505	S-BELT
Registration Number:	1391387	DAYCO
Registration Number:	1248283	DURAGUARD
Registration Number:	1508598	E DAYCO COMMITTED TO EXCELLENCE
Registration Number:	0721336	MAXIMAIRE
Registration Number:	0936087	QUICK-FIT
Registration Number:	0808101	UNI-V
Registration Number:	1479618	POLY COG
Registration Number:	2641207	NO SLACK
Registration Number:	1243986	ONE FOR THE ROAD
Registration Number:	0850603	KWIK-FLEX
Registration Number:	1042118	INSURE
Registration Number:	1056610	CLAMP-FINDER
Registration Number:	1650155	ACSM
Registration Number:	1493547	ADDEM
Registration Number:	1868010	ARAMAX
Registration Number:	0791413	AUTOFLEX
Registration Number:	1961341	DURA MAX
Registration Number:	0918500	INSULONE
Registration Number:	1385162	RAINCHECK
Registration Number:	1002590	POLY-RIB
Registration Number:	1868012	TOUR
Registration Number:	1243987	
Registration Number:	1647865	DAYCO
Registration Number:	0879953	DRIVE RITE
Registration Number:	0999555	MULTI-RIB
Registration Number:	0540138	ROAD KING
Registration Number:	1234441	FACTFINDER
Registration Number:	1689837	DAYCO
Registration Number:	0849820	
Registration Number:	1248721	DAYCO BLACK BELT EXPERTS
Registration Number:	1258003	DAYCO BLACK BELT EXPERTS
Registration Number:	0832920	GOLD LABEL
Registration Number:	0413577	STIFLEX
Registration Number:	0424888	DAYCO

CORRESPONDENCE DATA

Fax Number: (212)455-2502

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

Phone: (212) 455-7976

Email: ksolomon@stblaw.com

Correspondent Name: Mindy M. Lok, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509600/0290
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	11/20/2009

Total Attachments: 8

source=MIVTABL US#page1.tif

source=MIVTABL US#page2.tif

source=MIVTABL US#page3.tif

source=MIVTABL US#page4.tif

source=MIVTABL US#page5.tif

source=MIVTABL US#page6.tif

source=MIVTABL US#page7.tif

source=MIVTABL US#page8.tif

GRANT OF
SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), effective as of November 13, 2009 is made by and between each of Mark IV IVHS, Inc., a company organized under the laws of the State of Delaware, located at One Towne Centre, 501 John James Audubon Parkway, Amherst, New York 14226, Luminator Holding L.P., a company organized under the laws of the State of Delaware, located at One Towne Centre, 501 John James Audubon Parkway, Amherst, New York 14226, NRD, LLC, a company organized under the laws of the State of Delaware, located at One Towne Centre, 501 John James Audubon Parkway, Amherst, New York 14226, Dayco Products, LLC, a company organized under the laws of the State of Delaware, located at One Towne Centre, 501 John James Audubon Parkway, Amherst, New York 14226 and Mark IV Industries, Inc., a company organized under the laws of the State of Delaware, located at One Towne Centre, 501 John James Audubon Parkway, Amherst, New York 14226 (each, a "Grantor", and collectively, the "Grantors"), in favor of JPMorgan Chase Bank, N.A, a national banking association located at 1111 Fannin, 10th Floor Houston, Texas 77002, as US Collateral Agent and 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 November 13, 2009 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Mark IV, LLC ("Parent"), Mark IV Global Holding Corp., Mark IV Industries, Inc., Dayco Products LLC (the "US Borrower"), Mark IV Industries Corp (the "Canadian Borrower", together with the US Borrower, the "Borrowers"), each of the direct and indirect Subsidiaries of Parent signatory thereto, the Lenders, and JPMorgan Chase Bank, N.A., Toronto Branch as Canadian Administrative Agent and Canadian Collateral Agent, the Agent and JPMorgan Chase Bank, N.A. and Wachovia Bank, National Association as Joint Collateral Agents.

W I T N E S S E T H:

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 Grantors have executed and delivered a Pledge and Security Agreement, dated as of November 13, 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, each Grantor pledged, collaterally assigned, and granted to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under all Intellectual Property, including the Trademarks of such Grantor; and

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

NOW THEREFORE, in consideration of the premises and to induce the Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder and for other good and valuable consideration the receipt of which is hereby acknowledged, each Grantor hereby agrees with the Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges, collaterally assigns, and grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following: (i) all United States and Canadian trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, domain names, logos and other source or business identifiers, and all goodwill connected with the use of and symbolized thereby, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof (collectively, the "Trademark Collateral"); provided, however, that notwithstanding any of the other provisions set forth in this Section 2, 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, requires a consent not obtained of any Governmental Authority pursuant to such Requirement of Law or is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property or, in the case of any Investment Property, Pledged Stock or Pledged Note, any applicable shareholder or similar agreement, except to the extent that such Requirement of Law or the term in such contract, license, agreement, instrument or other document or shareholder or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law; provided, further, that notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under this Section 2 attach to (i) any rights or property acquired under or in connection with a 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 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 Trademark 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; provided further that the proceeds therefrom shall not be excluded from the definition of Trademark Collateral to the extent that the assignment of such proceeds is not prohibited, (ii) any applications for Trademarks filed in the United States Patent and Trademark Office on the basis of such 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 Section 1(c) and (1)(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, and (iii) any of the outstanding capital stock of a Foreign Subsidiary (to the extent such capital stock is pledged hereunder to secure the obligations of US Loan Parties) in excess of 66% of the voting power of all classes of capital stock of such Foreign Subsidiary entitled to vote.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the Canadian Intellectual Property 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. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark 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 AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart.

SECTION 7. The Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the US Collateral Agent for the ratable benefit of the Secured Parties pursuant to the Security Agreement or any other Loan Document and the exercise of any right or remedy by the US Collateral Agent or any Secured Party hereunder is subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the Security Agreement, the terms of the Intercreditor Agreement shall govern and control with respect to any right or remedy. Without limiting the generality of the foregoing, and notwithstanding anything herein to the contrary, all rights and remedies of the US Collateral Agent (and the Secured Parties) shall be subject to the terms of the Intercreditor Agreement, and until the Discharge of Exit Term Obligations (as defined in the Intercreditor Agreement), (i) no Grantor shall be required hereunder to take any action with respect to Term Collateral that is inconsistent with such Grantor's obligations under the Term Loan Documents and (ii) any obligation of any Grantor hereunder with respect to the delivery or control of any Term Collateral, the novation of any lien on any certificate of title, bill of lading or other document, the giving of any notice to any bailee or other Person, the provision of voting rights or the obtaining of any consent of any Person, in each case, with respect to Term Collateral, shall be deemed to be satisfied if the Grantor complies with the requirements of the similar provision of the applicable Term Loan Document. Until the Discharge of Exit Term Obligations (as defined in the Intercreditor Agreement), the US Collateral Agent may not require any Grantor to take any action with respect to the creation, perfection or priority of its security interest in any Term Collateral, whether pursuant to the express terms hereof or pursuant to the further assurances provisions hereof, unless the Term Loan US Collateral Agent shall have required such Grantor to take similar action pursuant to the terms of the Intercreditor Agreement, and delivery of any Term Collateral to the Term Loan US Collateral Agent pursuant to the Term Loan Documents and the Intercreditor Agreement shall satisfy any delivery requirement hereunder.

IN WITNESS WHEREOF, each Grantor, the US Collateral Agent and Administrative Agent have executed this Security Interest in Trademarks as of the date first above written.

Mark IV IVHS, Inc.

By: _____
Name: Edward R. Steele
Title: Vice President, Secretary, Treasurer and Chief Tax Officer

Luminator Holding L.P.

By: _____
Name: Edward R. Steele
Title: Vice President, Secretary, Treasurer and Chief Tax Officer

NRD, LLC

By: _____
Name: Edward R. Steele
Title: Vice President, Secretary, Treasurer and Chief Tax Officer

Dayco Products, LLC

By: _____
Name: Edward R. Steele
Title: Vice President, Secretary, Treasurer and Chief Tax Officer

Mark IV Industries, Inc.

By: _____
Name: Edward R. Steele
Title: Vice President, Secretary, Treasurer and Chief Tax Officer

JPMORGAN CHASE BANK, N.A.,
as US Collateral Agent and Administrative Agent

By: _____
Name: Marina Levin
Title: Executive Director
Date:

Schedule A

1.a. U.S. Trademark Registrations and Applications of Mark IV IVHS, Inc.

Title	App./Reg. No.
JANUS	3,670,540
OMNI	77/488,313

1.b. Canadian Trademark Registrations and Applications of Mark IV IVHS, Inc.

Title	App./Reg. No.
JANUS	1 414 003
OMNI	1 414 008

2. U.S. Trademark Registrations and Applications of Luminator Holding L.P.

Title	App./Reg. No.
LUMINATOR	1,764,093
MATRIX: MAX	1,603,514
GTI	1,604,429
SKYTHEATER	3,043,861
SKYMOTION	3,043,860

3. U.S. Trademark Registrations and Applications of NRD, LLC

Title	App./Reg. No.
FIREFLY AND DESIGN	3,380,634
FIREFLY	3,368,323
STATICMASTER	1,383,196
NEUTRALIZER	3,474,210
SIMPLY NEUTRAL	3,031,575
NRD AND DESIGN	3,034,555
NRD	3,010,900
NUCLESTAT	943,563

4.a. U.S. Trademark Registrations and Applications of Dayco Products, LLC

Title	App./Reg. No.
89209	77/509,050
XTX	77/814,915
HPX	77/814,901
HP	77/814,889
89251	77/509,092
89233	77/509,085

Title	App./Reg. No.
89231	77/509,073
89215	77/509,054
89203	77/509,038
89201	77/509,027
89048	77/509,020
89017	77/509,001
89015	77/508,997
89010	77/508,988
89007	77/508,975
89230	77/509,064
ORION	2,571,627
DAYCO	3,050,218
DAYCO	3,050,220
GOLD LABEL	3,032,270
TOP COG	3,041,569
LIFELINE	3,057,490
DAYCO	3,050,217
DAYPERM	3,174,023
GOLD LABEL	3,032,384
ONE FOR THE ROAD	1,243,988
DESIGN ONLY	826,372
EQUI-MATCH	1,210,283
GPL	826,412
S-BELT	1,124,505
DAYCO	1,391,387
DURAGUARD	1,248,283
E DAYCO COMMITTED TO EXCELLENCE AND DESIGN	1,508,598
MAXIMAIRE	721,336
QUICK-FIT	936,087
UNI-V	808,101
POLY COG	1,479,618
NO SLACK	2,641,207
ONE FOR THE ROAD AND DESIGN	1,243,986
KWIK-FLEX	850,603
INSURE	1,042,118
CLAMP-FINDER	1,056,610
ACSM	1,650,155
ADDEM	1,493,547
ARAMAX	1,868,010
AUTOFLEX	791,413
DURA MAX	1,961,341
INSULONE	918,500

Title	App./Reg. No.
RAINCHECK	1,385,162
POLY-RIB	1,002,590
TOUR	1,868,012
DESIGN ONLY	1,243,987
DAYCO	1,647,865
DRIVE RITE	879,953
MULTI-RIB	999,555
ROAD KING	540,138
FACTFINDER	1,234,441
DAYCO AND DESIGN	1,689,837
DESIGN ONLY	849,820
DAYCO BLACK BELT EXPERTS AND DESIGN	1,248,721
DAYCO BLACK BELT EXPERTS	1,258,003
GOLD LABEL	832,920
STIFLEX	413,577
DAYCO	424,888

4.b. Canadian Trademark Registrations and Applications of Dayco Products, LLC

Title	App./Reg. No.
DAYCO	125199
ARROW LOGO	182751
DAYCO (WORD)	200421
DAYCO W/BAR	378173
LIFELINE	213012
LIFELINE	220104
POLY COG	368678
TOP COG	308522

5. Canadian Trademark Registrations and Applications of Mark IV Industries, Inc.

Title	App./Reg. No.
EAGLE DESIGN	TMA0264170