

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest in Trademark Rights - Exit Term Loan

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mark IV Industries Corp.		11/13/2009	Company Organized Under the Laws of the Province of Nova Scotia: NOVA SCOTIA

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Administrative Agent and Canadian Collateral Agent
<b>Street Address:</b>	200 Bay Street, Suite 1800
<b>Internal Address:</b>	Royal Bank Plaza, 18th Floor
<b>City:</b>	Toronto, Ontario
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5J 2J2
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2344267	FUSION
Registration Number:	2878024	
Registration Number:	3559644	HOTPASS
Registration Number:	3335267	HOT SOLUTION
Registration Number:	3335266	HOT SOLUTION
Registration Number:	2941547	UBIQUITY
Registration Number:	3098748	REINVENTING THE ROAD
Registration Number:	2939028	SMART FUSION

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

**900148258**

**TRADEMARK  
 REEL: 004100 FRAME: 0571**

**OP \$215.00 2344267**

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
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DOMESTIC REPRESENTATIVE

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Mindy M. Lok
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Signature:	/ml/
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Date:	11/20/2009
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Total Attachments: 6  
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of November 13, 2009 is made by Mark IV Industries Corp, a company organized under the laws of the Province of Nova Scotia, located at 1 Towne Centre, 501 John James Audubon Parkway, P.O. BOX 810 Amherst NY 14226-0810 (the "Grantor"), in favor of JPMorgan Chase Bank, N.A, Toronto Branch, a national banking association located at 200 Bay Street, Suite 1800, Royal Bank Plaza, 18th Floor, Toronto, Ontario, M5J 2J2 as Canadian Administrative Agent and Canadian Collateral 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") Mark IV Luxembourg S.a r.l., a company organized under the laws of Luxembourg (the "Luxembourg Borrower", together with the US Borrower and the Canadian Borrower, the "Borrowers"), each of the direct and indirect Subsidiaries of Parent signatory thereto, the Lenders, and JPMorgan Chase Bank, N.A. as Syndication Agent, Administrative Agent and US Collateral Agent, the Agent and J.P. Morgan Europe Limited, as European Administrative Agent and European Collateral Agent.

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 Grantor has 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, the Grantor granted, pledged, mortgaged, charged, assigned and transferred to the Agent, on behalf and for the ratable benefit of the Secured Parties, a first priority, continuing, specific and fixed 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 grants, pledges, mortgages, charges, assigns and transfers to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in 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 associated therewith, 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, those items listed on Schedule A hereto, and (ii) the right to obtain all renewals thereof (collectively, the "Trademark Collateral").

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 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. 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 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 SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE PROVINCE OF ONTARIO, AND FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

SECTION 6. Counterparts. This Security 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 Security Agreement by signing any such counterpart.

The parties have duly executed this Agreement.

DATED \_\_\_\_\_.

**MARK IV INDUSTRIES CORP**

By: Ed Steele  
Name: Edward R. Steele  
Title: Vice President, Secretary and  
Treasurer

MARK IV INDUSTRIES CORP. TRADEMARK TERM SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 004100 FRAME: 0575**

DATED \_\_\_\_\_.

**JPMORGAN CHASE BANK, N.A.,  
TORONTO BRANCH, as Canadian  
Administrative Agent and Canadian  
Collateral Agent**

By:   
Name: Marina Levin  
Title: Executive Director

Schedule A

a. U.S. 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

b. Canadian Trademark Registrations and Applications

<b>Trademark</b>	<b>Application</b>	<b>Status</b>	<b>Owner</b>	<b>Description</b>
509,834	814216	Registered	MARK IV INDUSTRIES CORP.	Fusion
616,985		Registered	MARK IV INDUSTRIES CORP.	Smart Fusion
689,620	1299456	Registered	MARK IV INDUSTRIES CORP.	Hot Solution
721,312	1/360/335	Registered	MARK IV	Hot Pass

<b>Trademark</b>	<b>Application</b>	<b>Status</b>	<b>Owner</b>	<b>Description</b>
			INDUSTRIES CORP.	
617,290	1150506	Registered	MARK IV INDUSTRIES CORP.	Reinventing The Road
689,621	1299460	Registered	MARK IV INDUSTRIES CORP.	Hot Solution And Design
621,029	1150507	Registered	Mark IV Industries Corp	Ubiquity
614,110		Registered	MARK IV INDUSTRIES CORP.	TSP & Logo
608,360		Registered	MARK IV INDUSTRIES CORP.	TSP
561,056		Registered	MARK IV INDUSTRIES CORP.	
	1206412	Allowed	MARK IV INDUSTRIES CORP.	EZ-Chip