

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
Twinco Romax LLC	FORMERLY Twinco Merger Sub, LLC	12/31/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Northstar Mezzanine Partners IV L.P.
Street Address:	45 South 7th street
Internal Address:	2310 Plaza VII
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2677862	BUG BLAST WINDSHIELD WASHER
Registration Number:	3183610	CHAIN PRO
Registration Number:	3183609	CHARCOAL CHEF
Registration Number:	2766587	INCREDIBLE ORANGE
Registration Number:	2663162	MENDTITE
Registration Number:	3488666	POLYGUARD
Registration Number:	1134381	POLYGUARD
Registration Number:	2428921	POWER BLAST
Registration Number:	3702418	ZECOL
Registration Number:	0700746	ZECOL
Registration Number:	2443233	ZECOL-MAX
Registration Number:	0736157	CARB.AID
Registration Number:	0847271	LUBAID

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Registration Number:	0703141	LUBAID
Registration Number:	0546959	MENDTITE
Registration Number:	0438576	RENCH AID
Registration Number:	0828713	ZECOL
Registration Number:	2224181	CHAIN PRO
Registration Number:	2124828	CHARCOAL CHEF
Registration Number:	2110377	POLY-GUARD
Registration Number:	2066698	POLY-GUARD
Serial Number:	75503783	WINDSHIELD BLAST
Serial Number:	78130718	FORMULA 4000

CORRESPONDENCE DATA

Fax Number: (612)977-8650
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 612-977-8516
Email: jbartl@briggs.com
Correspondent Name: Joyce Bartl
Address Line 1: 80 South 8th Street
Address Line 2: Suite 2200
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	33324.66
NAME OF SUBMITTER:	Joyce Bartl
Signature:	/s/ Joyce Bartl
Date:	01/11/2010

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

Dated: December 31, 2009

WHEREAS, TWINCO MERGER SUB, LLC, a Delaware limited liability company ("Grantor"), owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and NORTHSTAR MEZZANINE PARTNERS IV L.P., a Delaware limited partnership (together with its successors and assigns, "Grantee"), are parties to a Note Purchase Agreement, dated as of December 31, 2009 (as the same may be amended and in effect from time to time, the "Note Purchase Agreement"), providing for the purchase by Grantee from Grantor of a promissory note in the original principal amount of \$29,000,000; and

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of December 31, 2009 by and between Grantor and Grantee (as said agreement may be amended and in effect from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in all or substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Note Purchase Agreement and the Other Agreements (as defined in the Note Purchase Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated

with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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signature page follows]

with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

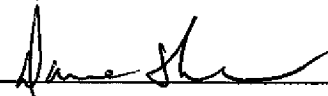
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank;
signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the day and year first above written.

GRANTOR:

TWINCO MERGER SUB, LLC
a Delaware limited liability company

By: 
Name: David Shumaker
Title: Chief Financial Officer

ACKNOWLEDGED AND ACCEPTED ON
THE DATE FIRST WRITTEN ABOVE:

NORTHSTAR MEZZANINE PARTNERS IV L.P.
a Delaware limited partnership

By: Northstar Capital, LLC
Its General Partner

By: _____
Name: Charles L. Schroeder
Title: Managing Partner

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the day and year first above written.

GRANTOR:

TWINCO MERGER SUB, LLC
a Delaware limited liability company

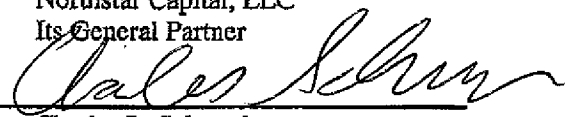
By: _____

Name: David Shumaker
Title: Chief Financial Officer

ACKNOWLEDGED AND ACCEPTED ON
THE DATE FIRST WRITTEN ABOVE:

NORTHSTAR MEZZANINE PARTNERS IV L.P.
a Delaware limited partnership

By: Northstar Capital, LLC
Its General Partner

By: 
Name: Charles L. Schroeder
Title: Managing Partner

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

2445001

TRADEMARK
REEL: 004129 FRAME: 0175

**Schedule 1 to
Trademark Security Agreement**

TRADEMARK REGISTRATIONS

Grantor:

None.

Twinco Romax LLC:

MARK	REG. NO.	DATE	FIRST USE	GOODS
BUG BLAST WINDSHIELD WASHER	2,677,862	1/21/2003	3/15/2002	Windshield washer fluid for use in windshield washer reservoir
CHAIN PRO	3,183,610	12/12/2006	9/17/1987	Bar, sprocket and chain lubricant afor chain saws
CHARCOAL CHEF	3,183,609	12/12/2006	8/26/1985	Lighter fluid for charcoal and logs
INCREDIBLE ORANGE	2,766,587	9/23/2003	5/1/2002	Chemicals preparations for melting snow and ice from walks and driveways
MENDITE	2,663,162	12/17/2002	5/5/1949	Sealing composition for the repair of leaks in automotive cooling systems
POLYGUARD	3,488,666	8/19/2008	7/17/1985	Class 1: Chemical compositions, namely, antifreeze fluids for use in recreational vehicle fresh water supply systems; brake fluid; power steering fluid; octane booster fuel chemical additive; fuel injection cleaner chemical additive; chemical additive for gasoline and diesel fuels; automobile cooling system leak sealant; radiator flush; transmission fluid Class 3: Chemical ingredients for cleaning purposes sold as components of carburetor and choke cleaning preparations; chemical ingredients for cleaning purposes sold as components of automobile cleaners for use on vinyl and leather; chemical ingredients for cleaning purposes sold as components of windshield cleaner fluids; chemical ingredients for cleaning purposes sold as components of whitewall tire cleaner; chemical ingredients for cleaning purposes sold as components of automobile cleaners for use in high-pressure car wash machines; chemical ingredients for cleaning purposes sold as components of auto body cleaners
POLYGUARD	1,134,381	5/6/1980	12/15/1977	permanent automotive antifreeze/summer coolant
POWER BLAST	2,428,921	2/13/2001	5/17/1999	Windshield washer fluid

MARK	REG. NO.	DATE	FIRST USE	GOODS
ZECOL	3,702,418	10/27/2009	3/1/1999	Automotive chemicals, namely, chemical additives for enhancing performance of lubricating oils for automobiles, chemical gasoline additives, and chemical motor oil additives
ZECOL & DESIGN	700,746	7/12/1960	8/1/1932	Wax preparation which cleans and polishes automobiles in one operation
ZECOL-MAX	2,443,233	4/10/2001	3/1/1999	Motor oil
CARB.AID (stylized)	736,157	8/14/1962	6/11/1953	Chemical preparation for cleaning carburetors and fuel systems which may also be used as an additive for motor fuels
LUBAID & DESIGN (Expired)	847,271	4/9/1968	5/1937	Motor oil additive, diesel fuel additive, and transmission oil additive
LUBAID & DESIGN (Cancelled)	703,141	8/23/1960	9/1/1936	Motor oil additive
MENDITE (Expired)	546,959	8/21/1951	5/5/1949	Sealing composition for the repair of leaks in automotive cooling systems
RENCH AID (Stylized) Expired	438,576	5/4/1948	3/23/1945	Inflammable penetrating oil used for removing aluminum heads
ZECOL & DESIGN (expired)	828,713	5/16/1967	10/1937	Automobile radiator rust and corrosion inhibitor
CHAIN PRO (cancelled)	2,224,181	2/16/1999	9/17/1987	Bar, sprocket, and chain lubricant for chain saws
CHARCOAL CHEF (cancelled)	2,124,828	12/30/1997	8/26/1985	Lighter fluid for charcoal and logs
POLY-GUARD (cancelled)	2,110,377	11/4/1997	8/10/1985	Class 1: automobile cooling system leak sealant; and radiator flush Class 3: carburetor and choke cleaning preparations; automobile cleaners for use on vinyl and leather; windshield cleaner fluids; whitewall tire cleaner, automobile cleaners for use in high-pressure car wash machines; and auto body cleaners
POLY-GUARD (Cancelled)	2,066,698	6/3/1997	7/17/1985	Chemical compositions, namely, antifreeze fluids for use in recreational vehicle fresh water supply systems; brake fluid; power steering fluid; octane booster fuel chemical additive; fuel injection cleaner chemical additive; and chemical additive for gasoline and diesel fuels

TRADEMARK APPLICATIONS

Grantor:

None.

Twinco Romax LLC:

MARK	APP. NO.	DATE	FIRST USE	GOODS/SERVICES
WINDSHIELD BLAST (ABANDONED)	75/503,783	6/17/1998	N/A	Windshield washer fluid
FORMULA 4000 (ABANDONED)	78/130,718	5/23/2002	N/A	Liquid chemical additives for protecting radiators; and liquid chemical additives for motor oil, antifreeze and motor vehicle fuel

STATE TRADEMARK REGISTRATIONS

Grantor:

None.

Twinco Romax LLC:

MARK	STATE	REG. NO.	REG. DATE	GOODS/SERVICES
POWER BLAST	Illinois	83,841	7/12/1999	Windshield washer fluid
POWER BLAST	Minnesota	28,865	7/14/1999	Windshield washer fluid
POWER BLAST	Michigan	717	7/21/1999	Chemicals and chemical compositions
POWER BLAST & DESIGN	Missouri	14,772	7/27/1999	Automotive additives and cleaners
POWER BLAST & DESIGN	Wisconsin	19,995,000 ,131	7/28/1999	Window washing services
POWER BLAST & DESIGN	Iowa	230,423	7/12/1999	Automotive chemical manufacturer and distributor, windshield washer solvent
POWER BLAST & DESIGN	North Dakota	14,810,600	8/27/1999	Windshield window wash bottles

TRADEMARK LICENSES

Grantor:

None.

Twinco Romax LLC:

1. License Agreement dated January 2, 2002 with Aiken Chemical Company, Inc. for the use by Twinco Romax LLC of trademark "Purple Power".
2. Agreement between Business Computer Systems, Ltd. and Twinco Romax LLC as successor to Twinco Automotive Warehouse, Inc., whereby Twinco Romax LLC purchases hardware and software.
3. Agreement between Twinco Romax LLC and Business Computer Systems, Ltd. for the development of the WinSol software, which is Twinco Romax LLC's enterprise resource planning system.
4. Memorandum of Understanding between Designed Business Systems, Inc. and Twinco Romax LLC as successor to Twinco Automotive Warehouse, Inc. for consulting services in the amount of \$700 a month to support Twinco Romax LLC's computer system.