

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		04/22/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	800 Nicollet Mall
Internal Address:	Mail Stop BC-MN-H03Q
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 11

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

CORRESPONDENCE DATA

900160307

**TRADEMARK
 REEL: 004190 FRAME: 0903**

CH \$290.00 2677862

Fax Number: (612)340-8856
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Email: tabert.deborah@dorsey.com
Correspondent Name: Jamie Nafziger
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Address Line 4: Minneapolis, MINNESOTA 55402-1498

ATTORNEY DOCKET NUMBER:	M216060
NAME OF SUBMITTER:	Jamie Nafziger
Signature:	/Jamie Nafziger/
Date:	04/22/2010

Total Attachments: 13
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COLLATERAL ASSIGNMENT (INTELLECTUAL PROPERTY)

THIS COLLATERAL ASSIGNMENT (INTELLECTUAL PROPERTY) (the "Assignment"), dated as of April 22, 2010, is made and given by TWINCO ROMAX LLC, a limited liability company organized under the laws of the State of Delaware ("Assignor") to U.S. BANK NATIONAL ASSOCIATION, a national banking association, as administrative agent for the lenders (the "Lenders") from time to time party to the Credit Agreement defined below (in such capacity, the "Agent," and the Agent together with its successors and assigns, the "Assignee").

RECITALS

A. Assignor, Assignee, and Lenders have entered into a Credit Agreement dated as of April 22, 2010 (as the same may hereafter be amended, supplemented, extended, restated, or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Assignee and the Lenders have agreed to extend certain credit accommodations to the Assignor under the terms and conditions set forth therein (all terms capitalized and used herein without being defined shall have the meaning given them in the Credit Agreement).

B. To secure all the liabilities and obligations of the Assignor to the Assignee and the Lenders arising under the Credit Agreement, whether now existing or hereafter arising (the "Liabilities"), the Assignor has pledged and granted to the Assignee a security interest in the property described in a Security Agreement of even date herewith (the "Security Agreement") by and among Assignor and Assignee which property includes general intangibles including, without limitation, patents, inventions, trademarks, trade names, domain names, copyrights, and trade secrets.

C. The Assignor owns the registered trademarks, trade names, trade dress, copyrights, patents, and domain names set forth in Exhibit A attached hereto, and the intellectual property so listed is registered or application has been made for such registration as noted in Exhibit A in the United States Patent and Trademark Office or other applicable intellectual property office (except for intent-to-use applications).

D. It is a condition to the obligation of the Assignee and the Lenders to extend credit accommodations pursuant to the terms of the Credit Agreement that this Assignment be executed and delivered by the Assignor.

E. The Assignor finds it advantageous, desirable, and in its best interests to comply with the requirement that it execute and deliver this Assignment to the Assignee.

NOW, THEREFORE, in consideration of the premises and to induce the Assignee and the Lenders to extend credit accommodations under the Credit Agreement, the parties hereto agree as follows:

1. Except for the Excluded Property (as defined in the Security Agreement), the Assignor does hereby assign all of its right, title, and interest in and to all of the present United States and foreign trademarks and trade names, trade dress, copyright-protected works, patents, and domain names, and the registrations and applications (except for intent-to-use trademark applications) therefor owned by the Assignor (the “Intellectual Property”), including but not limited to those registered trademarks, trade names, and domain names set forth on Exhibit A, and including, without limitation, any and all common law rights in the Intellectual Property owned by the Assignor, all proceeds thereof together with the right to recover for past, present, and future infringements, all rights corresponding thereto throughout the world, and all renewals and extensions thereof, together with the goodwill of the business associated with said Intellectual Property, said Intellectual Property to be held and enjoyed by the Assignee for its own use and behalf, and for its legal representatives, successors, and assigns, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made. The foregoing assignment shall be effective only upon the occurrence and continuation of an Event of Default under the Credit Agreement and upon written notice by the Assignee to the Assignor of the acceptance by the Assignee of this Assignment, which written notice shall constitute conclusive proof of the matters set forth therein; unless and until the occurrence and continuation of such an Event of Default, such assignment shall have no effect. After the occurrence and continuation of an Event of Default under the Credit Agreement, the Assignee shall be entitled to transfer the Intellectual Property pursuant to the Assignment of Intellectual Property attached hereto as Exhibit B. Assignor hereby irrevocably authorizes the Assignee to complete the undated Assignments of Intellectual Property at the time of transfer.

2. The Assignor hereby covenants and warrants that:

(a) the Assignor has the unqualified right to enter into this Assignment and perform its terms;

(b) the Assignor will be, until the Liabilities shall have been satisfied in full (other than contingent indemnification obligations) and the Loan Documents shall have been terminated, in material compliance with statutory notice requirements relating to its use of the Intellectual Property except where failure to comply would not result in a Material Adverse Occurrence;

(c) as of the date hereof or, if later, the date on which Exhibit A is amended as described in Section 4 hereof, the Intellectual Property listed on Exhibit A is all of the United States and material state and foreign registered Intellectual Property and applications therefor now owned by the Assignor; and

(d) after the assignment of Intellectual Property under this Agreement, the Assignor will, at any time upon request, communicate to the Assignee and its successors and assigns any material facts relating to the Intellectual Property or the history thereof as may be known to the Assignor or its officers, employees, and agents, and cause such officers, employees, and agents to testify as to the same in any infringement or other litigation at the reasonable request of the Assignee.

3. The Assignor agrees that, until the rights of the Assignee in the Intellectual Property are terminated pursuant to Section 6, it will not enter into any agreement that is in conflict with its obligations under this Assignment.

4. If, before the Liabilities shall have been satisfied in full (other than contingent indemnification obligations), the Assignor shall obtain rights to any new Intellectual Property, or become entitled to the benefit of any Intellectual Property application, Section 1 hereof shall automatically apply thereto, and the Assignor shall give to the Assignee prompt notice thereof in writing following a request from the Assignee and in any event within 30 days thereafter. The Assignor authorizes the Assignee to modify this Assignment by amending Exhibit A to include any future Intellectual Property.

5. The Assignor agrees not to sell, assign, or encumber its interest in, or grant any license with respect to, any of the Intellectual Property, except for the licenses listed on Exhibit C attached hereto and except as permitted by the Credit Agreement.

6. The Assignor agrees that it will authorize, execute, and deliver to Assignee all documents requested by Assignee to facilitate the purposes of this Assignment, including, but not limited to, documents required to record Assignee's interest in any appropriate office in any domestic or foreign jurisdiction. At such time as the Credit Agreement and the other Loan Documents shall have been terminated in accordance with their terms, the Assignee shall on demand of the Assignor execute and deliver to the Assignor all termination statements and other instruments as may be necessary or proper to terminate this Assignment and assign to the Assignor all the Assignee's rights in the Intellectual Property, subject to any disposition thereof which may have been made by the Assignee pursuant hereto or pursuant to the Credit Agreement or any Loan Documents, as defined therein.

7. The Assignor shall (a) prosecute diligently any pending Intellectual Property application as of the date of this Assignment or thereafter until the Credit Agreement and the Loan Documents shall have been terminated in accordance with their terms, (b) file applications for the Intellectual Property that is unregistered but capable of being registered and that a prudent person would reasonably cause to be registered, and (c) preserve and maintain all rights in all Intellectual Property that a prudent person would reasonably preserve and maintain, provided that Assignor shall not be obligated to perform any of clauses (a), (b), or (c) above in the event that Assignor determines, in the reasonable business judgment of Assignor, that the failure to do so would not give rise to a Material Adverse Occurrence. Any expenses incurred in connection with applications that constitute Intellectual Property shall be borne by the Assignor. The Assignor shall not abandon any material application presently pending that constitutes Intellectual Property unless doing so would not give rise to a Material Adverse Occurrence.

8. The Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce or to defend the Intellectual Property or any license thereunder if the Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit. The Assignor shall at the reasonable request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement or defense (including, without limitation, participation as a plaintiff or defendant in any proceeding), and, if Assignor has failed to bring such suit in circumstances in which a

prudent person would have brought such suit, the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all reasonable costs and expenses incurred by the Assignee in the exercise of its rights under this Section.

9. This Assignment shall also serve to evidence the security interest in the Intellectual Property granted by the Assignor to the Assignee pursuant to the Security Agreement.

10. No course of dealing between the Assignor and the Assignee, failure to exercise, nor any delay in exercising, on the part of the Assignee, with respect to any right, power, or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

11. All of the Assignee's rights and remedies with respect to the Intellectual Property, whether established hereby, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

12. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Section 4 hereof.

13. This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

14. Upon payment in full of all Liabilities (other than Assignor's unmatured indemnity obligations under any Loan Document) and the expiration of any obligation of the Assignee and the Lenders to extend credit accommodations to the Assignor, this Assignment shall terminate and all rights to the Intellectual Property shall revert to the Assignor.


15. THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF) OF (a) THE UNITED STATES OF AMERICA AS TO RIGHTS AND INTERESTS HEREUNDER THAT ARE REGISTERED OR FOR THE REGISTRATION OF WHICH APPLICATION IS PENDING WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE AND (b) THE STATE OF MINNESOTA IN ALL OTHER RESPECTS. WHENEVER POSSIBLE, EACH PROVISION OF THIS ASSIGNMENT AND ANY OTHER STATEMENT, INSTRUMENT, OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS ASSIGNMENT OR ANY OTHER STATEMENT, INSTRUMENT, OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE HELD TO BE PROHIBITED OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT OR ANY OTHER STATEMENT, INSTRUMENT, OR TRANSACTION CONTEMPLATED HEREBY

OR RELATING HERETO. IN THE EVENT OF ANY CONFLICT WITHIN, BETWEEN, OR AMONG THE PROVISIONS OF THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT, OR ANY OTHER STATEMENT, INSTRUMENT, OR TRANSACTION CONTEMPLATED HEREBY OR THEREBY OR RELATING HERETO OR THERETO, THOSE PROVISIONS GIVING THE ASSIGNEE THE GREATER RIGHT SHALL GOVERN.

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IN WITNESS WHEREOF, the Assignor has executed this instrument.

TWINCO ROMAX LLC

By 
Name DAVID STUMAKER
Title CHIEF FINANCIAL OFFICER

[Signature page to Collateral Assignment (Intellectual Property)]

EXHIBIT A
to
COLLATERAL ASSIGNMENT (INTELLECTUAL PROPERTY)

Trademarks

Federal Trademarks

MARK: **BUG BLAST WINDSHIELD WASHER**

COUNTRY	FILED	APPL #	REG DT.	REG#	Owner
United States	4/16/2002	76/397,043	1/21/2003	2,677,862	Twinco Romax LLC

MARK: **CHAIN PRO**

COUNTRY	FILED	APPL #	REG DT.	REG#	Owner
United States	1/27/2006	78/800,795	12/12/2006	3,183,610	Twinco Romax LLC

MARK: **CHARCOAL CHEF**

COUNTRY	FILED	APPL #	REG DT.	REG#	Owner
United States	1/27/2006	78/800,791	12/12/2006	3,183,609	Twinco Romax LLC

MARK: **INCREDIBLE ORANGE**

COUNTRY	FILED	APPL #	REG DT.	REG#	Owner
United States	10/10/2002	76/457,512	9/23/2003	2,766,587	Twinco Romax LLC

MARK: **MENDTITE**

COUNTRY	FILED	APPL #	REG DT.	REG#	Owner
United States	4/3/2002	76/391,806	12/17/2002	2,663,162	Twinco-Romax

MARK: **POLYGUARD**

COUNTRY	FILED	APPL #	REG DT.	REG#	Owner
United States	1/27/2006	78/800,789	8/19/2008	3,488,666	Twinco Romax LLC
United States	10/12/1978	73/188,987	5/6/1980	1,134,381	Twinco Romax LLC

MARK: POWER BLAST

COUNTRY	FILED	APPL #	REG DT.	REG#	Owner
United States	5/27/1999	75/715,885	2/13/2001	2,428,921	Twinco Romax LLC

MARK: ZECOL

COUNTRY	FILED	APPL #	REG DT.	REG#	Owner
United States	1/24/2008	77/379,973	10/27/2009	3702418	Twinco Romax LLC

MARK: ZECOL & DESIGN (1)



COUNTRY	FILED	APPL #	REG DT.	REG#	Owner
United States	12/18/1959	72/087,605	7/12/1960	0700,746	Twinco Romax LLC

MARK: ZECOL-MAX

COUNTRY	FILED	APPL #	REG DT.	REG#	Owner
United States	1/22/1999	75/625,195	4/10/2001	2,443,233	Twinco Romax LLC

State Trademarks

The following trademarks were acquired by the Assignor pursuant to the Asset Purchase Agreement by and among Twinco Romax LLC, Twinco Automotive Warehouse, Inc., Twinco/Romax Wisconsin, Inc. Daniel M. Ribnick and Michael A. Schoenberger, but the owner has not been updated with the respective states.

MARK: POWER BLAST

STATE	FILED	APPL #	REG DT.	REG#	Owner
Illinois	N/A	N/A	7/12/1999	83,841	Twinco-Romax Wisconsin, Inc.

MARK: POWER BLAST

STATE	FILED	APPL #	REG DT.	REG#	Owner
Michigan	N/A	N/A	7/21/1999	717	Twinco-Romax Wisconsin, Inc.

MARK: POWER BLAST

STATE	FILED	APPL #	REG DT.	REG#	Owner
Minnesota	N/A	N/A	7/14/1999	28,865	Twinco-Romax Wisconsin, Inc.

MARK: POWER BLAST (Stylized)



STATE	FILED	APPL #	REG DT.	REG#	Owner
Missouri	N/A	N/A	7/27/1999	14,772	Twinco-Romax Wisconsin, Inc.

MARK: POWER BLAST & Design



STATE	FILED	APPL #	REG DT.	REG#	Owner
Wisconsin	N/A	N/A	7/28/1999	19,995,000,131	Twinco-Romax Wisconsin, Inc.

MARK: POWER BLAST & Design



STATE	FILED	APPL #	REG DT.	REG#	Owner
Iowa	N/A	N/A	7/12/1999	230,423	Twinco-Romax Wisconsin, Inc.

MARK: POWER BLAST & Design



STATE	FILED	APPL #	REG DT.	REG#	Owner
North Dakota	N/A	N/A	8/27/1999	14,810,600	Twinco-Romax Wisconsin, Inc.

Patents

None.

Registered Copyrights

None.

Domain Names

TWINCOROMAX.COM

EXHIBIT B
to
COLLATERAL ASSIGNMENT (INTELLECTUAL PROPERTY)

**FORM OF
ASSIGNMENT OF INTELLECTUAL PROPERTY**

WHEREAS, TWINCO ROMAX LLC, a limited liability company organized under the laws of the State of Delaware (“Assignor”), is the owner of the entire right, title and interest in and to certain United States and foreign intellectual property (“Intellectual Property”); and

WHEREAS, U.S. Bank National Association, in its capacity as administrative agent (the “Agent” for the lenders (the “Lenders”) from time to time party to that certain Credit Agreement dated as of April 22, 2010, by and among the Assignor, the Lenders, and the Agent (the Agent, in such capacity, the “Assignee”), desires to acquire the entire right, title, and interest in and to the aforesaid Intellectual Property, together with any and all causes of action and rights of recovery for past infringements of the Intellectual Property, and all of the rights vested in the Assignor by virtue of the instruments pursuant to which Assignor became vested with its ownership of the Intellectual Property;

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt of which is hereby acknowledged,

1. The Assignor hereby sells, assigns, transfers, and conveys unto the Assignee the entire right, title, and interest in and to the Intellectual Property, including but not limited to each and every trademark, trade name, trade dress, patent, copyright, and domain name that is granted on any application (except for intent-to-use trademark applications) that is a division, substitution, or continuation of such Intellectual Property, and in and to each and every reissue or extension of the Intellectual Property.

2. The Assignor further sells, assigns, transfers, and conveys unto the Assignee the entire right, title, and interest in and to any and all causes of action and rights of recovery for past infringement of the Intellectual Property.

3. The terms, covenants, and provisions of this Assignment shall inure to the benefit of Assignee and its successors, assigns, and/or legal representatives, and shall be binding upon the Assignor and its successors, assigns, and/or legal representatives.

4. The Assignor hereby irrevocably authorizes the Assignee to date this undated Assignment and otherwise complete this Assignment at the time of transfer.

IN WITNESS WHEREOF, the Assignor has executed and delivered this instrument this _____ day of _____, 20____.

TWINCO ROMAX LLC

By _____
Name _____
Title _____

[Signature Page to Assignment of Intellectual Property]

EXHIBIT C
to
COLLATERAL ASSIGNMENT (INTELLECTUAL PROPERTY)

INTELLECTUAL PROPERTY LICENSES

None.