

09-22-2010



103607446

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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

5.22.10

1. Name of conveying party(ies):

Nitrofill, LLC, a Delaware limited liability company
Besser Industrial Tools, LLC, a Delaware limited liability company
Vehicle Safety Solutions, LLC, a Florida limited liability company

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: _____
- Other Limited Liability Companies

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) August 31, 2010

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Deerpath Funding, LP
 Internal
 Address: 71st Floor
 Street Address: 405 Lexington Avenue
 City: New York
 State: New York
 Country: USA Zip: 10174

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship Delaware
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)



4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s)

3,217,001; 706,136; 3,509,462; 3,279,417 & 3,279,407

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

NitroFill; NitroFill; TM Tire Inflation Maintenance; Purigen98

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Porter & Hedges, LLP c/o Andrew Fertitta

Internal Address: 36th Floor

Street Address: 1000 Main Street

City: Houston

State: TX Zip: 77002

Phone Number: (713) 226-6000

Fax Number: (713) 226-1331

Email Address: afertitta@porterhedges.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$200

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

09/22/2010 MTHAI1 00000045 3217001
 Deposit Account Number _____
 Authorized User Name _____

9. Signature: Andrew Fertitta

Signature

9-16-10

Date

Andrew C. Fertitta

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), is made as of August 31, 2010, by and among NITROFILL, LLC, a Delaware limited liability company (the "Company"), BESSER INDUSTRIAL TOOLS, LLC, a Delaware limited liability company ("Besser Industrial"), VEHICLE SAFETY SOLUTIONS, LLC, a Florida limited liability company ("VSS"), and each of their respective Subsidiaries, current and future (such Subsidiaries together with the Company, Besser Industrial and VSS, collectively, "Grantor"), in favor of DEERPATH FUNDING, LP, a Delaware limited partnership, as Agent (as defined in the Loan Agreement) for the ratable benefit of the Lenders (as defined in the Loan Agreement) (together with any successor Agent under the Loan Agreement, "Agent").

RECITALS:

WHEREAS, pursuant to that certain Loan Agreement of even date herewith (as amended, extended, modified, restructured or renewed from time to time, the "Loan Agreement") by and among Grantor, the Lenders named therein, and Agent, as administrative agent and collateral agent for itself and the other Lenders, pursuant to which Lenders have agreed to make the Term Loan to Grantor, including an initial loan on the date hereof in the aggregate principal amount of \$7,000,000 (the "Loan"); and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make the Loan to Grantor under the Loan Agreement, that Grantor execute and deliver this Agreement to Agent.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and to induce Lenders to enter into the Loan Agreement and to induce Lenders to make the Loan to Grantor under the Loan Agreement, Grantor hereby agrees with Agent, as follows:

1. **Defined Terms.** Unless otherwise defined herein, terms which are defined in the Loan Agreement and used herein are so used as so defined, and the following terms shall have the following meanings:

"Agreement" means this Intellectual Property Security Agreement, as amended, supplemented or otherwise modified from time to time.

"Collateral" has the meaning assigned to it in Section 2 of this Agreement.

"Copyrights" means all types of protective rights granted (or applications therefor) for any work that constitutes copyrightable subject matter, including without limitation, literary works, musical works, dramatic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works, sound recordings, architectural works, in any country of the world.

"Copyright License" means any agreement material to the operation of Grantor's businesses, whether written or oral, providing for the grant by or to Grantor of any right to reproduce a copyrighted work, to prepare derivative works based on a copyrighted work, to

distribute copies of a copyrighted work, to perform a copyrighted work or to display a copyrighted work, or to engage in any other legally protected activity with respect to a copyrighted work.

“Default” means a “Default” under and as defined in the Loan Agreement.

“Intellectual Property” means all Patents, Patent Licenses, Trademarks, Trademark Licenses, Copyrights, Copyright Licenses, Trade Secrets, Inventions, Know-how and Other Proprietary Property or technology, and agreements relating thereto, including, without limitation, any and all improvements and future developments material to the operation of Grantor’s businesses.

“Invention” means any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof that is material to the operation of Grantor’s businesses and developed by Grantor, its employees or agents, whether or not the subject of Patent(s).

“Know-how” means any knowledge or information that is material to Grantor’s business and that enables Grantor to operate its business with the accuracy, efficiency or precision necessary for commercial success.

“Other Proprietary Property” means all types of protectable intangible property rights other than Patents, Trademarks and Copyrights, including without limitation, Trade Secrets, Know-how, computer software and the like.

“Patents” means (a) all types of exclusionary or protective rights granted for inventions in any country of the world (including, without limitation, letters patent, plant patents, utility models, breeders’ right certificates, inventor’s certificates and the like), (b) all reissues and extensions thereof and all provisionals, divisions, continuations and continuations-in-part thereof, and (c) all applications in connection therewith filed in a national, state or local governmental authority of any country.

“Patent License” means any agreement material to the operation of Grantor’s business, whether written or oral, providing for the grant by or to Grantor of any right to manufacture, use or sell any Invention covered by a Patent.

“Proceeds” means “proceeds,” as such term is defined in Section 9-102(a)(65) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to Grantor, from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to Grantor from time to time in connection with any taking of all or any part of the Collateral by any governmental authority or any Person acting under color of governmental authority), (c) all judgments in favor of Grantor in respect of the Collateral and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

“Trade Secret” means any scientific or technical information, design, process, pattern, procedure, formula or improvement which is secret and of value.

“Trademarks” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other sources of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, now existing and material to the businesses of Grantor or hereafter acquired, and (b) all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed in a national, state or local governmental authority of any country.

“Trademark License” means any agreement, material to the businesses of Grantor, written or oral, providing for the grant by or to Grantor of any right to use any Trademark.

“UCC” means the Uniform Commercial Code as from time to time in effect in the State of New York.

2. **Grant of Security Interest.** As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations and any and all other covenants and obligations of the Grantor under the Loan Documents, Grantor hereby assigns and grants to Agent, for the ratable benefit of Lenders, a continuing security interest in all of Grantor’s right, title and interest in and to the Intellectual Property now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Collateral”), including all Proceeds and products of any and all of the Intellectual Property.

3. **Representations and Warranties Concerning the Intellectual Property.** Grantor represents and warrants that Grantor owns or has the right to use all material Intellectual Property necessary to continue to conduct its businesses as presently conducted by it and as proposed to be conducted by it immediately after the Closing Date, including but not limited to the Intellectual Property listed on *Schedule IV* to the Security Agreement (as defined in the Loan Agreement). To the Grantors’ Knowledge, each Grantor is conducting its business without infringement or claim of infringement of any license, patent, copyright, service mark, trademark, trade name, trade secret or other intellectual property right of any other Person, *other than* any infringements or claims that, if successfully asserted against or determined adversely to any Grantor, would not, individually or collectively, constitute a Material Adverse Event. To the knowledge of the Grantors, no infringement or claim of infringement by any other Person of any material Intellectual Property of any Grantor exists, except as would not, individually or collectively, constitute a Material Adverse Event.

4. **Covenants.** Grantor covenants and agrees with Agent that, from and after the date of this Agreement until the Obligations are paid in full:

(a) From time to time, upon the written request of Agent, and at the sole expense of Grantor, Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the UCC in effect in any jurisdiction with respect to the Liens created hereby. Grantor also hereby authorizes Agent to file any such financing or continuation statement without the

signature of Grantor to the extent permitted by applicable law. A carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

(b) Except as permitted pursuant to the Loan Agreement, Grantor will not create, incur or permit to exist, will take all commercially reasonable actions to defend the Collateral against, and will take such other commercially reasonable action as is necessary to remove, any Lien or claim on or to the Collateral, other than the Permitted Liens and the Liens created hereby, and other than as permitted pursuant to the Loan Agreement, and will take all commercially reasonable actions to defend the right, title and interest of Agent in and to any of the Collateral against the claims and demands of all persons whomsoever.

(c) Grantor will not sell, transfer, license or sub-license or otherwise dispose of any of the Collateral, or attempt, offer or contract to so do; *provided, that* Grantor may grant to its customers limited licenses to use the Collateral in the ordinary course of Grantor's business.

(d) Grantor will advise Agent promptly, in reasonable detail, at its address set forth in the Loan Agreement, (i) of any Lien (other than Liens created hereby and Permitted Liens) on, or claim asserted against, Collateral and (ii) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the Liens created hereunder.

(e)

(i) Grantor (either itself or through licensees) will, except with respect to any Trademark that Grantor shall reasonably determine is of immaterial economic value to it or otherwise reasonably determines not to so do, (A) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (B) maintain as in the past the quality of products and services offered under such Trademark, (C) use reasonable efforts to employ such Trademark with the appropriate notice of registration, (D) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless within thirty (30) days after such use or adoption Agent shall obtain a perfected security interest in such mark pursuant to this Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(ii) Grantor will not, except with respect to any Patent that Grantor shall reasonably determine is of immaterial economic value to it or otherwise reasonably determine so to do, do any act, or omit to do any act, whereby any Patent may become abandoned or dedicated. Without the prior written consent of Agent, Grantor shall not abandon any right to file a patent application, or abandon any pending patent application or patent if such abandonment would have a material adverse effect on the business of Grantor.

(iii) Grantor will promptly notify Agent if it knows, or has reason to know, that any application relating to any Patent, Trademark or Copyright may become abandoned or dedicated, or of any adverse determination or material development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark office or any court or tribunal in any country) regarding Grantor's ownership of any Patent, Trademark or Copyright, or its right to register the same or to keep and maintain the same.

(iv) Whenever Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for any Patent or for the registration of any Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or agency in any other country or any political subdivision thereof, Grantor shall report such filing to Agent within five (5) Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of Agent, Grantor shall execute and deliver any and all reasonably necessary agreements, instruments, documents, and papers as Agent may request to evidence Agent's security interest in any newly filed Patent, Copyright or Trademark and the goodwill and general intangibles of Grantor relating thereto or represented thereby, and Grantor hereby constitutes Agent its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full.

(v) Grantor, except with respect to any Patent, Trademark or Copyright Grantor shall reasonably determine is of immaterial economic value to it or it otherwise reasonably determines not to so do, will take all reasonable and necessary steps, including, without limitation, in any proceedings before any tribunal, office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration or Patent) and to maintain each Patent and each registration of Trademarks and Copyrights, including, without limitation, filing of applications, applications for reissue, renewal or extensions, the payment of maintenance fees, participation in reexamination, opposition and infringement proceedings, and the filing of renewal applications, affidavits of use and affidavits of incontestability, when appropriate. Any expenses incurred in connection with such activities shall be paid by Grantor.

(vi) In the event Grantor knows or has reason to know that any Patent, Trademark or Copyright included in the Collateral is infringed, misappropriated or diluted by a third party, Grantor shall promptly notify Agent after it learns thereof and shall, unless Grantor shall reasonably determine that such Patent, Trademark or Copyright is of immaterial economic value to Grantor which determination Grantor shall promptly report to Agent, promptly sue for infringement, misappropriation or dilution, or take such other actions as Grantor shall reasonably deem appropriate under the circumstances to protect such Patent, Trademark or Copyright.

(vii) If requested by Agent, Grantor will furnish to Agent each year, on the anniversary date of the execution of this Agreement, statements, schedules and an

inventory identifying and describing the Collateral, including without limitation, all Intellectual Property acquired subsequent to the date of this Agreement, all transfers, assignments, licenses or sub-licenses of the Collateral by Grantor, and such other information in connection with the Collateral as Agent may reasonably request, all in reasonable detail. Any such Intellectual Property shall automatically become part of the Collateral.

5. Agent's Appointment as Attorney-in-Fact.

(a) Grantor hereby irrevocably constitutes and appoints Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, from time to time after the occurrence, and during the continuation of, a Default in Agent's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, Grantor hereby grants Agent the power and right, on behalf of Grantor without notice to or assent by Grantor, to do the following:

(i) at any time when any Default shall have occurred and is continuing in the name of Grantor or its own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under, or with respect to, any Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Agent for the purpose of collecting any and all such moneys due with respect to such Collateral whenever payable;

(ii) to pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or part of the premiums therefor and the costs thereof; and

(iii) at any time when any Default shall have occurred and is continuing, (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to Agent or as Agent shall direct, (B) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral, (C) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral, (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral, (E) to defend any suit, action or proceeding brought against Grantor with respect to any Collateral, (F) to settle, compromise or adjust any suit, action or proceeding described in the preceding clause and, in connection therewith, to give such discharges or releases as Agent may deem appropriate, (G) to assign any Trademark or Copyright (along with goodwill of the

business to which such Trademark or Copyright pertains), throughout the world for such term or terms, on such conditions, and in such manner, as Agent shall in its sole discretion determine, and (H) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Agent were the absolute owner thereof for all purposes, and to do, at Agent's option and Grantor's expense, at any time, or from time to time, all acts and things which Agent deems necessary to protect, preserve or realize upon the Collateral and the Liens of Agent thereon and to effect the intent of this Agreement, all as fully and effectively as Grantor might do. Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(b) Grantor also authorizes Agent, at any time and from time to time, to execute, in connection with the sale provided for in Section 8 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) The powers conferred on Agent hereunder are solely to protect the interests of Agent in the Collateral and shall not impose any duty upon Agent to exercise any such powers. Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its partners, officers, directors, employees or agents shall be responsible to the Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct (**REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE INDEMNIFIED PARTIES**) or failure to comply with mandatory provisions of applicable law.

6. **Performance by Lenders of Grantor's Obligations.** If the Grantor fails to perform or comply with any of its agreements contained herein and Agent or Lenders, as provided for by the terms of the Loan Agreement or this Agreement, shall itself or themselves perform or comply, or otherwise cause performance or compliance, with such agreement, then the expenses of Agent or Lenders, as applicable, incurred in connection with such performance or compliance, together with interest thereon at the Default Rate, shall be payable by Grantor to Agent or Lenders, as applicable, on demand and shall constitute Obligations secured hereby.

7. **Proceeds.** It is agreed that if a Default shall occur and be continuing, then (a) all Proceeds received by the Grantor consisting of cash, checks and other cash equivalents shall be held by the Grantor in trust for Agent, segregated from other funds of the Grantor, and shall, forthwith upon receipt by the Grantor, be turned over to Agent in the exact form received by the Grantor (duly endorsed by the Grantor to Agent, if required), and (b) any and all such Proceeds received by Agent (whether from a Grantor or otherwise) shall promptly be applied by Agent against, the Obligations (whether matured or unmatured), such application to be in such order as set forth in the Loan Agreement.

8. **Remedies Upon Default.** Upon a Default under and as defined in the Loan Agreement, Agent may pursue any remedy available under the Loan Agreement or any other Loan Document or otherwise available to Agent at law or equity.

9. **Limitation on Duties Regarding Preservation of Collateral.** Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as Agent would deal with similar property for its own account. Neither Agent nor any of its partners, directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Grantor or otherwise.

10. **Powers Coupled with an Interest.** All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

11. **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. **Section Headings.** The section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

13. **No Waiver: Cumulative Remedies.** Agent shall not by any act (except by a written instrument pursuant to Section 14 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Agent of any right or remedy hereunder on any occasion shall not be construed as a bar to any right or remedy which Agent would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

14. **Waivers and Amendments; Successors and Assigns; Interpretation.** None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by Grantor and Agent, provided that any provision of this Agreement may be waived by Agent in a written letter or agreement executed by Agent or by facsimile transmission from Agent. This Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of Agent and its successors and assigns. When used herein, the singular shall include the plural, and vice versa, and the use of any gender shall include all other genders, as appropriate.

15. **Notices.** Any and all notices, elections or demands permitted or required to be made under this Agreement shall be in writing, signed by the party giving such notice, election or demand and shall be delivered personally, telecopied, or sent by certified mail or overnight via nationally recognized courier service (such as Federal Express), to the other party at the address

set forth below, or at such other address as may be supplied in writing and of which receipt has been acknowledged in writing. The date of personal delivery or telecopy or two (2) Business Days after the date of mailing (or the next Business Day after delivery to such courier service), as the case may be, shall be the date of such notice, election or demand. For notices under this Agreement, the parties hereto shall use the addresses and information set forth in the Loan Agreement.

16. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York applicable to contracts to be wholly performed in such State, or to the extent required, by federal law.

17. **Counterparts.** This Agreement may be executed and delivered (including by facsimile, email or other electronic transmission) in any number of counterparts and by different parties to this Agreement in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

18. **Consent to Jurisdiction; Exclusive Venue.** Grantor hereby irrevocably consents to the jurisdiction of the United States District Court for the Southern District of New York and of all New York state courts sitting in New York County, New York, for the purpose of any litigation to which Agent or any Lender may be a party and which concerns this Agreement or the Obligations. It is further agreed that venue for any such action shall lie exclusively with courts sitting in New York County, New York, unless Agent agrees to the contrary in writing.

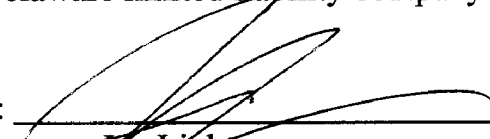
19. **Waiver of Trial by Jury.** Agent and Grantor hereby knowingly and voluntarily with the benefit of counsel waive trial by jury in any actions, proceedings, claims or counter-claims, whether in contract or tort or otherwise, at law or in equity, arising out of or in any way relating to this Agreement or the Loan Documents.

[Signatures Appear on Following Page]


IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:


NITROFILL, LLC
a Delaware limited liability company

By: 
Name: Jay Lighter
Title: CEO, President and Secretary

BESSER INDUSTRIAL TOOLS, LLC
a Delaware limited liability company

By: 
Name: Jay Lighter
Title: CEO, President and Secretary

VEHICLE SAFETY SOLUTIONS, LLC
a Florida limited liability company

By: 
Name: Jay Lighter
Title: CEO, President and Secretary

AGENT:

DEERPATH FUNDING, LP
a Delaware limited partnership,
as Agent

By: Deerpath Funding General Partner, Inc.
its general partner

By: _____
Name: James H. Kirby
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

NITROFILL, LLC
a Delaware limited liability company

By: _____
Name: Jay Lighter
Title: CEO, President and Secretary

BESSER INDUSTRIAL TOOLS, LLC
a Delaware limited liability company

By: _____
Name: Jay Lighter
Title: CEO, President and Secretary

VEHICLE SAFETY SOLUTIONS, LLC
a Florida limited liability company

By: _____
Name: Jay Lighter
Title: CEO, President and Secretary

AGENT:

DEERPATH FUNDING, LP
a Delaware limited partnership,
as Agent

By: Deerpath Funding General Partner, Inc.
its general partner

By:  _____
Name: James H. Kirby
Title: President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE IV
TO SECURITY AGREEMENT
INTELLECTUAL PROPERTY

Patents:

| <u>Country</u> | <u>Title</u> | <u>Owner</u> | <u>Registration Number</u> | <u>Application Number</u> | <u>Filing Date</u> | <u>Date Issued</u> |
|----------------|--|----------------|----------------------------|---------------------------|--------------------|--------------------|
| US | Portable, Remote, Fast-Fill Inflator and Nitrogen Converter Unit | NitroFill, LLC | 7,624,774 | 11/447,079 | 6 June 2006 | 1 December 2009 |
| US | Portable, Remote, Fast-Fill Inflator and Nitrogen Converter Unit | NitroFill, LLC | 7,677,274 | 12/355,472 | 16 January 2009 | 16 March 2010 |
| US | Portable, Remote, Fast-Fill Inflator and Nitrogen Converter Unit | NitroFill, LLC | 7,770,608 | 12/355,528 | 16 January 2009 | 10 August 2010 |
| US | Portable, Remote, Fast-Filler Inflator and Nitrogen Converter Unit | NitroFill, LLC | N/A | 12/845,100 | 28 July 2010 | N/A |

Patent Licenses:

NY1:1823340.3

1. Patent License Agreement dated February 19, 2010 between NitroFill, LLC and Haltec Corporation.

Trademarks:

| <u>Country</u> | <u>Name</u> | <u>Owner</u> | <u>Registration Number</u> | <u>Date Issued</u> |
|----------------|-------------------------------|----------------|----------------------------|--------------------|
| US | NitroFill | NitroFill, LLC | 3,217,001 | 13 March 2007 |
| Canada | NitroFill | NitroFill, LLC | 706,136 | 30 January 2008 |
| US | TM Tire Inflation Maintenance | NitroFill, LLC | 3,509,462 | 30 September 2008 |
| US | Purigen98 | NitroFill, LLC | 3,279,417 3,279,407 | 14 August 2007 |

Internet Domain Names:

www.nitrofill.com
www.nitrofillnow.com
www.saftrack.com
www.purigen98.com
www.timcare.com
www.customercareclub.com
www.myserviceshield.com
www.gogreenautoclub.com
www.puriflate.com
www.awrswarranty.com

Business Names:

Vehicle Safety Solutions, LLC
The Besser Group, LLC
Besser Industrial Tools, LLC
Purigen98, LLC
SafTrack Group, LLC

Logos and Slogans: None.

September 17, 2010

010977-0013

Mail Stop Assignment Recordation Services
Director of the USPTO
PO Box 1450
Alexandria, VA 22313-1450

Re: RECORDATION OF TRADEMARKS - CONVEYANCE

To whom it may concern:

Enclosed for recording/assigning is the Recordation Form Cover Sheet – TRADEMARKS ONLY dated September 16, 2010, and a fully executed original the Security Agreement dated August 31, 2010. This firm's check in the amount of \$200.00 in payment of the required fee is enclosed.

Also enclosed is a self-addressed, postage-paid envelope for your convenience in returning any necessary documentation. Please contact me should any additional information be required to provide us with the recordation of Patents - Assignment. Thank you in advance,

Sincerely,

PORTER & HEDGES, L.L.P.


Elena R. Fitzgerald
Paralegal

Enclosures

cc: Andrew C. Fertitta, Esq., *firm, w/out enclosures*