

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Auto Expressions, LLC		09/30/2010	LIMITED LIABILITY COMPANY: ILLINOIS
Kraco Enterprises, LLC		09/30/2010	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	Ableco, L.L.C., as agent
Street Address:	299 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 54

Property Type	Number	Word Mark
Serial Number:	77455375	IT'S OUR WORLD, LET'S TAKE CARE OF IT.
Serial Number:	77413428	ECOESSENTIAL
Registration Number:	1652242	KRACO
Registration Number:	1009297	KRACO
Registration Number:	3184364	AUTO EXPRESSIONS
Serial Number:	77446666	AE
Serial Number:	77463230	AE
Registration Number:	2140181	MEDO
Registration Number:	3323408	MEDO
Registration Number:	1338742	MEDO
Registration Number:	2333450	AXIUS
Registration Number:	1600287	OZIUM

CH \$1365.00 77455375

Registration Number:	3239263	ACRYLAMB
Registration Number:	2985318	ACTION GRIP
Registration Number:	2951795	BASIX
Registration Number:	3308093	BIOHAZARD
Registration Number:	1486666	CAN.O SCENT
Registration Number:	1188341	
Registration Number:	3421047	CAR COLOGNE
Registration Number:	2994577	CAR IN A BAG
Registration Number:	2324680	CLIP FRESH
Registration Number:	2891252	
Registration Number:	3044885	ERGO GRIP
Registration Number:	3197758	
Registration Number:	1820415	ILLUSIONS
Registration Number:	2974311	IT'S ALL FRESH
Registration Number:	1807010	
Registration Number:	1666630	MAGIC SHADE
Registration Number:	1206892	MAKE SCENTS
Registration Number:	2042424	MOUNTAIN MEDLEY
Registration Number:	1956363	MOUNTAIN PINE
Registration Number:	1773384	ODOR GUN
Registration Number:	2854188	ODOR OUT
Registration Number:	1973707	OUTDOOR BREEZE
Registration Number:	3034572	SAFE-ADJUST
Registration Number:	3209629	SNUG COVER
Registration Number:	2985319	STEP ON IT
Registration Number:	2955098	SUNCUTTERS
Registration Number:	1706555	SUN-SPOT
Registration Number:	1864512	SUPER STONE
Registration Number:	2208891	SWIRLING SCENTS
Registration Number:	3192271	THAT NEW CAR SMELL
Registration Number:	2925851	TIDY MITTS
Registration Number:	2363167	TROPICAL SHOWER
Registration Number:	3086416	ULTRA GEL
Registration Number:	1778632	ULTRA NORSK
Registration Number:	1794621	ULTRA NORSK

Registration Number:	2412254	UNDER THE SEAT
Registration Number:	3252788	URBAN EDGE
Registration Number:	1954969	VANILLA BLOSSOM
Registration Number:	2950242	VENOM
Registration Number:	1311978	VENT FRESH
Registration Number:	3455445	X LINE
Registration Number:	3255513	YOUR CAR. YOUR AIR. YOUR CHOICE.

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-756-2552
Email: marisa.davidson@srz.com
Correspondent Name: M. Davidson c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-1130
NAME OF SUBMITTER:	Marisa Davidson (014951-1130)
Signature:	/kc for md/
Date:	09/30/2010

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 30th day of September, 2010, by the Grantors listed on the signature pages hereof (collectively, the "Grantor") in favor of ABLECO, L.L.C., in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Grantor, its affiliates from time to time party thereto, the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make a term loan pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of Grantor's trademarks, trademark applications, service marks, trade names and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those U.S. trademarks and U.S. trademark applications referred to on Schedule I hereto; and

(b) all proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

Notwithstanding the foregoing, no Lien on or security interest shall be granted or shall be deemed granted in any "intent to use" trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. §1051(a).

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations,

whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice (and in any event not later than 5 Business Days) in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new U.S. trademarks (to the extent provided in the Credit Agreement), U.S. trademark applications or Licenses for Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement, the Credit Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement, the Credit Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement, the Credit Agreement or any Other Document refer to this Trademark Security Agreement, the Credit Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement, the Credit Agreement or such Other Document, as the case may

be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement, the Credit Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in the Credit Agreement or any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

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

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

AUTO EXPRESSIONS, LLC,
an Illinois limited liability company

By: Robert R. Brocoff
Name: Robert R. Brocoff
Title: President, COO and CFO

KRACO ENTERPRISES, LLC,
an Illinois limited liability company

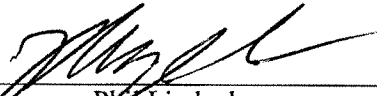
By: Robert R. Brocoff
Name: Robert R. Brocoff
Title: President, COO and CFO

Trademark Security Agreement

TRADEMARK
REEL: 004287 FRAME: 0239

ACCEPTED AND
ACKNOWLEDGED BY:

ABLECO, L.L.C.,
as Agent

By: 
Name: Phil Lindenbaum
Title: Senior Vice President

Trademark Security Agreement

TRADEMARK
REEL: 004287 FRAME: 0240

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Jurisdiction	Mark	Application Ser. No./ Filing Date	Registration No. / Registration Date
US	It's Our World, Let's Take Care of It	77/455,375 4/23/2008	
US	Ecoessential	77/413,428 3/5/2008	
US	Kraco	74/082,539 7/27/1990	1,652,242 7/30/1991
US	Kraco	72/448,474 2/12/1973	1,009,297 4/22/1975
US	AUTO EXPRESSIONS	78/294268	3184364
US	AE	77446666	
US	AE (Design)	77463230	
US	MEDO	75147952	2140181
US	MEDO & DESIGN LOGO 2	77108332	3323408
US	MEDO AND DESIGN	73484516	1338742
US	AXIUS	75067932	2333450
US	OZIUM	73/802,020	1600287
US	ACRYLAMB	78851106	3239263
US	ACTION GRIP	78423592	2985318

US	BASIX	78415685	2951795
US	BIOHAZARD	78308090	3308093
US	CAN.O SCENT	73681329	1486666
US	CAR AND BOW DESIGN	73256413	1188341
US	CAR COLOGNE	78946279	3421047
US	CAR IN A BAG	78376525	2994577
US	CLIP FRESH	74430801	2324680
US	DRAGON DESIGN	78245252	2891252
US	ERGO GRIP	78423572	3044885
US	HIGHWAY IN SUNGLASSES (DESIGN)	78703021	3197758
US	ILLUSIONS	74316325	1820415
US	IT'S ALL FRESH	78342547	2974311
US	LEAF DESIGN	74/325,167	1807010
US	MAGIC SHADE	74058214	1666630
US	MAKE SCENTS	73/282,754	1206892
US	MOUNTAIN MEDLEY	74/719,871	2042424
US	MOUNTAIN PINE	74/652,916	1956363
US	ODOR GUN	74/234,288	1773384
US	ODOR OUT	76121238	2854188
US	OUTDOOR BREEZE	74/646,734	1973707

US	SAFE ADJUST	78415675	3034572
US	SNUG COVER	78507527	3209629
US	STEP ON IT	7842594	2985319
US	SUNCUTTERS	78415678	2955098
US	SUN-SPOT	74/058,210	1706555
US	SUPER STONE	74468142	1864512
US	SWIRLING SCENTS	75378111	2208891
US	THAT NEW CAR SMELL	78727988	3192271
US	TIDY MITTS	78205165	2925851
US	TROPICAL SHOWER	75/534,379	2363167
US	ULTRA GEL	78423586	3086416
US	ULTRA NORSE	74/325,168	1778632
US	ULTRA NORSE AND LEAF DESIGN	74/325,241	1794621
US	UNDER THE SEAT	75/808536	2412254
US	URBAN EDGE	77014085	3252788
US	VANILLA BLOSSOM	74/651,267	1954969
US	VENOM	78301080	2950242
US	VENT FRESH	73461931	1311978
US	X LINE	78800899	3455445
US	YOUR CAR. YOUR AIR. YOUR CHOICE.	78851126	3255513

Licenses

None.