

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
AUTO EXPRESSION, LLC		09/30/2010	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION, AS AGENT
Street Address:	2 NORTH LAKE AVENUE
Internal Address:	SUITE 440
City:	PASADENA
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
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
Registration Number:	3239263	ACRYLAMB
Registration Number:	2985318	ACTION GRIP
Registration Number:	2951795	BASIX
Registration Number:	3308093	BIOHAZARD
Registration Number:	1486666	CAN.O SCENT

CH \$1265.00 3184364

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 NORSE
Registration Number:	1794621	ULTRA NORSE
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

TRADEMARK

REEL: 004287 FRAME: 0508

Registration Number:	3455445	X LINE
Registration Number:	3255513	YOUR CAR. YOUR AIR. YOUR CHOICE.

CORRESPONDENCE DATA

Fax Number: (213)830-8743
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213-680-6400
Email: kimberley.lathrop@bingham.com
Correspondent Name: BINGHAM MCCUTCHEN LLP
Address Line 1: 355 SOUTH GRAND AVENUE
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	3008309.334977
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/
Date:	09/30/2010

Total Attachments: 10
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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 Grantor listed on the signature pages hereof ("Grantor") in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Revolving Credit, 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 certain financial accommodations available to Grantor from time to time 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(e) 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 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 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 or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security 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 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 any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. 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.

GRANTOR:

AUTO EXPRESSIONS, LLC,
an Illinois limited liability company

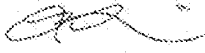
By: Robert R. Brocoff
Name: Robert R. Brocoff
Title: President, COO and CFO

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004287 FRAME: 0513

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Robin Arriola
Title: Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004287 FRAME: 0514

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Country	Description of Trademark	Application/ Registration Number	Application/ Registration Date
US	Auto Expressions	78/294268 3184364	
US	AE	77/446666	
US	AE (Design)	77/463230	
US	Medo	75/147952 2140181	
US	Medo & Design Logo 2	77/108332 3323408	
US	Medo and Design	73/484516 1338742	
US	Axius	75/067932 2333450	
US	Ozium	73/802020 1600287	
US	Acrylamb	78/851106 3239263	
US	Action Grip	78/423592 2985318	
US	Basix	78/415685 2951795	

Country	Description of Trademark	Application/ Registration Number	Application/ Registration Date
US	Biohazard	78/308090 3308093	
US	Can.O Scent	73/681329 1486666	
US	Car and Bow Design	73/256413 1188341	
US	Car Cologne	78/946279 3421047	
US	Car in a Bag	78/376525 2994577	
US	Clip Fresh	74/430801 2324680	
US	Dragon Design	78/245252 2891252	
US	Ergo Grip	78/423572 3044885	
US	Highway in Sunglasses (Design)	78/703021 3197758	
US	Illusions	74/316325 1820415	
US	It's All Fresh	78/342547 2974311	
US	Leaf Design	74/325167 1807010	

Country	Description of Trademark	Application/ Registration Number	Application/ Registration Date
US	Magic Shade	74/058214 1666630	
US	Make Scents	73/282754 1206892	
US	Mountain Medley	74/719871 2042424	
US	Mountain Pine	74/652916 1956363	
US	Odor Gun	74/234288 1773384	
US	Odor Out	76/121238 2854188	
US	Outdoor Breeze	74/646734 1973707	
US	Safe Adjust	78/415675 3034572	
US	Snug Cover	78/507527 3209629	
US	Step On It	78/423594 2985319	
US	Suncutters	78/415678 2955098	
US	Sun-Spot	74/058210 1706555	

Country	Description of Trademark	Application/ Registration Number	Application/ Registration Date
US	Super Stone	74/468142 1864512	
US	Swirling Scents	75/378111 2208891	
US	That New Car Smell	78/727988 3192271	
US	Tidy Mitts	78/205165 2925851	
US	Tropical Shower	75/534379 2363167	
US	Ultra Gel	78/423586 3086416	
US	Ultra Norsk	74/325168 1778632	
US	Ultra Norsk and Leaf Design	74/325241 1794621	
US	Under the Seat	75/808536 2412254	
US	Urban Edge	77/014085 3252788	
US	Vanilla Blossom	74/651267 1954969	
US	Venom	78/301080 2950242	

Country	Description of Trademark	Application/ Registration Number	Application/ Registration Date
US	Vent Fresh	73/461931 1311978	
US	X Line	78/800899 3455445	
US	Your Car. Your Air. Your Choice.	78/851126 3255513	