TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SPEEDSTAR HOLDING CORPORATION		12/21/2010	CORPORATION: DELAWARE
SPEEDSTAR ACQUISITION CORPORATION		12/21/2010	CORPORATION: DELAWARE
TRANSTAR HOLDING COMPANY		12/21/2010	CORPORATION: DELAWARE
TRANSTAR GROUP, INC.		12/21/2010	CORPORATION: DELAWARE
TRANSTAR INDUSTRIES, INC.		12/21/2010	CORPORATION: OHIO
TRANSTAR INTERNATIONAL, INC.		12/21/2010	CORPORATION: OHIO
TRANSTAR AUTOBODY TECHNOLOGIES, INC.		12/21/2010	CORPORATION: OHIO
AXIOM AUTOMOTIVE HOLDINGS CORPORATION		12/21/2010	CORPORATION: DELAWARE
AXIOM TECHNOLOGIES HOLDINGS CORP., INC.		12/21/2010	CORPORATION: DELAWARE
AXIOM AUTOMOTIVE TECHNOLOGIES, INC.		12/21/2010	CORPORATION: DELAWARE
DIY TRANSMISSION PARTS, LLC		12/21/2010	LIMITED LIABILITY COMPANY: DELAWARE

CH $765.00 1931852

RECEIVING PARTY DATA

Name:	ROYAL BANK OF CANADA
Street Address:	200 BAY STREET, SOUTH TOWER
Internal Address:	ROYAL BANK PLAZA
City:	TORONTO, ONTARIO
State/Country:	CANADA
Postal Code:	M5J 2W7
Entity Type:	CANADIAN BANK:

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark

Registration Number:	1931852	BODY-TEC
Registration Number:	1640116	BOND-TEC
Registration Number:	3025477	EURO CLASSIC
Registration Number:	3025476	EURO KWIK
Registration Number:	3379320	EURO ULTRAV
Registration Number:	1917076	FINISH TEC
Registration Number:	1884484	HYDROBASE
Registration Number:	1890743	HYDROFLEX
Registration Number:	3147099	TRUE FINISH
Registration Number:	1997058	ULTRA FLEX
Registration Number:	2878683	ENGINE WORKS
Registration Number:	2800078	ENGINE WORKS
Registration Number:	2800046	ENGINE WORKS
Registration Number:	2410617	NICKELS
Registration Number:	2790997	NICKELS PERFORMANCE
Registration Number:	1878571	TRANSTAR
Registration Number:	2685157	ALL AUTOMATIC TRANSMISSION PARTS
Registration Number:	2685156	ALL TRANSMISSION PARTS
Registration Number:	1744939	TM
Registration Number:	3386291	800PS
Registration Number:	3068752	AMBERSOL
Registration Number:	3294656	AXIOM
Registration Number:	3726782	AXIOM
Registration Number:	3197696	AXIOM
Registration Number:	3213344	AXIOM
Registration Number:	3181997	AXIOM ESOURCE
Registration Number:	1600009	SENTINEL
Registration Number:	1744938	TRANS MART
Registration Number:	3139694	TRANS MART
Registration Number:	3558582	TRANSTAR ESOURCE

CORRESPONDENCE DATA

Fax Number: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-848-4455
Email: jlik@shearman.com

Correspondent Name:	Gloria Jung
Address Line 1:	599 Lexington Avenue
Address Line 2:	Shearman & Sterling LLP
Address Line 4:	New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35614/157

DOMESTIC REPRESENTATIVE

Name:	
Address Line 1:	
Address Line 2:	
Address Line 3:	
Address Line 4:	

NAME OF SUBMITTER:	GLORIA JUNG
Signature:	/GLORIA JUNG/
Date:	01/12/2011

Total Attachments: 6
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EXECUTION VERSION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated December 21, 2010, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of ROYAL BANK OF CANADA, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, SPEEDSTAR HOLDING CORPORATION, a Delaware corporation ("Holdings") and SPEEDSTAR ACQUISITION CORPORATION ("Merger Sub" and, at any time prior to the consummation of the Assumption (as defined in the Credit Agreement), the "Borrower"), a Delaware corporation, and a direct wholly-owned subsidiary of Holdings, to be merged with and into TRANSTAR HOLDING COMPANY (the "Company" and, upon and at any time after the consummation of the Assumption, the "Borrower") have entered into that certain Second Lien Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with ROYAL BANK OF CANADA, as Administrative Agent and Collateral Agent, and each Lender from time to time party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Term Loan by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated as of the date hereof made by the Grantors to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(i) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or the marks that are the subject thereof under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(iii) the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the "Copyrights");

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(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(v) any and all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations, violations, misuses or breaches thereof, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, including, without limitation, obligations under such Grantor's Guaranty.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer, as applicable, record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Intercreditor Agreement. Notwithstanding any other provision contained herein, this IP Security Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement and, to the extent provided therein, the First Lien Security Documents (as such term is defined in the Intercreditor Agreement). In the event of any conflict or inconsistency between the provisions of this IP Security Agreement and the Intercreditor Agreement that relates solely to the rights or obligations of, or relationship between, the First Lien Secured Parties and the Second Lien Secured Parties (as each such term is defined in the Intercreditor Agreement), the provisions of the Intercreditor Agreement shall control.

[signature page follows]

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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SPEEDSTAR HOLDING CORPORATION

By: _____
Rajat Duggal
President and Chief Executive Officer

SPEEDSTAR ACQUISITION CORPORATION

By: _____
Rajat Duggal
President and Chief Executive Officer

TRANSTAR HOLDING COMPANY

By: _____
Jeff Marshall
Executive Vice President, Chief Financial Officer and Treasurer

TRANSTAR GROUP, INC.

By: _____
Jeff Marshall
Executive Vice President, Chief Financial Officer and Treasurer

TRANSTAR INDUSTRIES, INC.

By: _____
Jeff Marshall
Executive Vice President, Chief Financial Officer and Treasurer

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By: _____
Rajat Duggal
President and Chief Executive Officer

SPEEDSTAR ACQUISITION CORPORATION

By: _____
Rajat Duggal
President and Chief Executive Officer

TRANSTAR HOLDING COMPANY

By: _____
Jeff Marshall
Executive Vice President, Chief Financial Officer and Treasurer

TRANSTAR GROUP, INC.

By: _____
Jeff Marshall
Executive Vice President, Chief Financial Officer and Treasurer

TRANSTAR INDUSTRIES, INC.

By: _____
Jeff Marshall
Executive Vice President, Chief Financial Officer and Treasurer

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TRANSTAR INTERNATIONAL, INC.

By: _____

Jeff Marshall
Executive Vice President, Chief Financial Officer and Treasurer

TRANSTAR AUTOBODY TECHNOLOGIES, INC.

By: _____

Jeff Marshall
Executive Vice President, Chief Financial Officer and Treasurer

AXIOM AUTOMOTIVE HOLDINGS CORPORATION

By: _____

Jeff Marshall
Executive Vice President, Chief Financial Officer and Treasurer

AXIOM TECHNOLOGIES HOLDINGS CORP., INC.

By: _____

Jeff Marshall
Executive Vice President, Chief Financial Officer and Treasurer

AXIOM AUTOMOTIVE TECHNOLOGIES, INC.

By: _____

Jeff Marshall
Executive Vice President, Chief Financial Officer and Treasurer

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DIY TRANSMISSION PARTS, LLC

By: _____

Jeff Marshall
Executive Vice President, Chief Financial Officer and Treasurer