

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Second Amendment to Grant of Trademark Security Interest (Second Lien)	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Environmental Systems Products Holdings Inc.		02/28/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	225 Asylum Street, 23rd Floor		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103		
Entity Type:	Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3435045	RAPIDPASS	
CORRESPONDENCE DATA			
Fax Number:	(860)251-5312		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	860-251-5703		
Email:	trademarks@goodwin.com		
Correspondent Name:	Barb Villandry, Paralegal		
Address Line 1:	Shipman & Goodwin LLP		
Address Line 2:	One Constitution Plaza		
Address Line 4:	Hartford, CONNECTICUT 06103-1919		
ATTORNEY DOCKET NUMBER:	65919-796		
NAME OF SUBMITTER:	Barb Villandry, Paralegal		
Signature:	/Barb Villandry/		

OP \$40.00 3435045

900186154

**TRADEMARK
 REEL: 004496 FRAME: 0062**

Date:

03/11/2011

Total Attachments: 4

source=US ESPH 2nd Amd Trademark Sec Agrmt#page1.tif

source=US ESPH 2nd Amd Trademark Sec Agrmt#page2.tif

source=US ESPH 2nd Amd Trademark Sec Agrmt#page3.tif

source=US ESPH 2nd Amd Trademark Sec Agrmt#page4.tif

**SECOND AMENDMENT TO GRANT OF TRADEMARK SECURITY INTEREST
(SECOND LIEN)**

This **SECOND AMENDMENT TO GRANT OF TRADEMARK SECURITY INTEREST (SECOND LIEN)** (this "Second Amendment") is dated as of February 28, 2011, and entered into by and between **ENVIRONMENTAL SYSTEMS PRODUCTS HOLDINGS INC.**, a Delaware corporation (the "Grantor"), and **U.S. BANK NATIONAL ASSOCIATION** ("U.S. Bank"), as collateral agent (in such capacity, the "Second Lien Collateral Agent") under the Second Lien Credit Agreement (as defined below). Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Second Lien Credit Agreement.

RECITALS

WHEREAS, Grantor entered into that certain Grant of Trademark Security Interest dated as of December 12, 2003 (as amended, restated, supplemented and/or modified, the "Trademark Agreement") pursuant to that certain Second Lien Credit Agreement dated as of December 12, 2003 ("Prior Agreement") by and between Grantor, the lenders party thereto, and Credit Suisse First Boston, in its capacity as collateral agent, administrative agent and syndication agent;

WHEREAS, pursuant to Grantor's request, the Prior Agreement was amended, restated and replaced by that certain First Amended and Restated Second Lien Credit Agreement dated as of September 12, 2007 (as amended, restated, supplemented and/or modified, the "Second Lien Credit Agreement") entered into by and between Grantor, the Lenders, and the Second Lien Collateral Agent; and

WHEREAS, pursuant to such Second Lien Credit Agreement, Grantor ratified the First Amendment to Grant of Trademark Security Interest (Second Lien) ("First Amendment") as of September 12, 2007.

NOW THEREFORE, in consideration of the facts set forth hereinabove and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor hereby grants a continuing security interest in and a continuing lien on all of Grantor's right, title and interest in the trademarks set forth on Schedule A hereto, and the parties agree the contents of Schedule A to the Trademark Agreement and Schedule A of the First Amendment are supplemented by Schedule A attached hereto.

Grantor hereby ratifies, confirms and approves the Trademark Agreement and First Amendment, as amended hereby.

The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, be deemed to be an amendment or modification of, or operate as a waiver of, any provision of the Trademark Agreement or any right, power or remedy thereunder, nor constitute a waiver of any provision of the Trademark Agreement or any other document, instrument and/or agreement executed or delivered in connection therewith. This Second Amendment shall not preclude the future exercise of any right, remedy, power or privilege available to the parties whether under the

Trademark Agreement, at law or otherwise. All the terms, conditions, and provisions of the Trademark Agreement as amended and modified by this Amendment shall continue in full force and effect.

This Second Amendment may be executed in any number of counterparts (including by facsimile), and by the different parties hereto or thereto on the same or separate counterparts, each of which shall be deemed to be an original instrument but all of which together shall constitute one and the same agreement. Each party agrees that it will be bound by its own facsimile signature and that it accepts the facsimile signature of each other party.

The validity of this Second Amendment, its construction, interpretation and enforcement, and the rights of the parties hereunder, shall be determined under, governed by, and construed in accordance with the choice of law provisions set forth in the Trademark Agreement and the Second Lien Credit Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed and delivered by their respective officers thereunder duly authorized as of the date first written above.

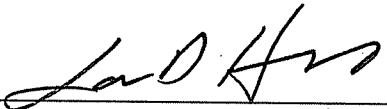
GRANTOR:

**ENVIRONMENTAL SYSTEMS
PRODUCTS HOLDINGS INC.**

By: _____

Name: _____

Title: _____


LAURENCE O HVRWITZ
SR. V.P.

SECOND LIEN COLLATERAL AGENT:

U.S. BANK NATIONAL ASSOCIATION,
as the Second Lien Collateral Agent

By: _____

Name: _____

Title: _____

Trademark Agreement, at law or otherwise. All the terms, conditions, and provisions of the Trademark Agreement as amended and modified by this Amendment shall continue in full force and effect.

This Second Amendment may be executed in any number of counterparts (including by facsimile), and by the different parties hereto or thereto on the same or separate counterparts, each of which shall be deemed to be an original instrument but all of which together shall constitute one and the same agreement. Each party agrees that it will be bound by its own facsimile signature and that it accepts the facsimile signature of each other party.

The validity of this Second Amendment, its construction, interpretation and enforcement, and the rights of the parties hereunder, shall be determined under, governed by, and construed in accordance with the choice of law provisions set forth in the Trademark Agreement and the Second Lien Credit Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed and delivered by their respective officers thereunder duly authorized as of the date first written above.

GRANTOR:

**ENVIRONMENTAL SYSTEMS
PRODUCTS HOLDINGS, INC.**

By: _____
Name:
Title:

SECOND LIEN COLLATERAL AGENT:

**U.S. BANK NATIONAL ASSOCIATION,
as the Second Lien Collateral Agent**

By: *M. Y. Dufresne*
Name: Maryanne Y. Dufresne
Title: Vice President

**SCHEDULE A
TO
SECOND AMENDMENT TO GRANT OF TRADEMARK SECURITY INTEREST
(SECOND LIEN)**

Reg. No. 3435045 RAPIDPASS

DAL02:5779301747849v1

RECORDED: 03/11/2011

**TRADEMARK
REEL: 004496 FRAME: 0067**