

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fabco Automotive Corporation		09/26/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Monroe Capital Partners Fund LP		
<b>Street Address:</b>	311 South Wacker Drive		
<b>Internal Address:</b>	Suite 6400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3937210	FABCO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)698-4597		
<b>Phone:</b>	312.849.8206		
<b>Email:</b>	szabela@mcguirewoods.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Stephanie A. Zabela, McGuireWoods LLP		
<b>Address Line 1:</b>	77 W. Wacker Drive		
<b>Address Line 2:</b>	Suite 4100		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601-1818		
<b>ATTORNEY DOCKET NUMBER:</b>	2058659		
<b>NAME OF SUBMITTER:</b>	Stephanie Zabela		
<b>Signature:</b>	/Stephanie Zabela/		

OP \$40.00 3937210

Date:

09/27/2011

**Total Attachments: 3**

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## GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of September 26, 2011, by Fabco Automotive Corporation ("Grantor"), in favor of Monroe Capital Partners Fund LP, in its capacity as administrative agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated September 26, 2011 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

FABCO AUTOMOTIVE CORPORATION

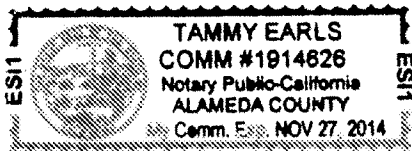
By: *M. Chapman*  
Name: Michael Chapman  
Title: Vice President of Finance, Secretary and Treasurer

STATE OF California

ss.:

COUNTY OF Alameda

On this 23<sup>rd</sup> day of SEPTEMBER, 2011, before me personally came Michael Chapman to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that ~~she~~ is the Controller of Fabco Automotive Corporation, a Delaware corporation, and that ~~she~~ executed the foregoing instrument in the firm name of such corporation, and that ~~she~~ had authority to sign the same, and ~~she~~ acknowledged to me that ~~she~~ executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



*Tammy Earls*  
[NOTARY SEAL]

Schedule A

Trademarks

Description	Application / Reg. No.	Issue Date
FABCO	3,937,210	March 29, 2011