

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
ABRA Automotive Systems, Inc.		10/31/2011	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NXT Capital, LLC, as Agent		
<b>Street Address:</b>	191 N. Wacker Drive		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2677947	ABRA	
<b>Registration Number:</b>	2677946	ABRA	
<b>Registration Number:</b>	1371738	ABRA	
<b>Serial Number:</b>	85428358	RIGHT THE FIRST TIME, ON TIME.	
<b>Serial Number:</b>	85377242	AMERICA'S MOST RECOMMENDED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)993-9767		
<b>Phone:</b>	312-993-2698		
<b>Email:</b>	magdalini.rizakos@lw.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>	Magdalini Rizakos c/o Latham & Watkins		
<b>Address Line 1:</b>	233 S. Wacker Drive		
<b>Address Line 2:</b>	Suite 5800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		

CH \$140.00 2677947

ATTORNEY DOCKET NUMBER:	050074-0003
NAME OF SUBMITTER:	Magdalini Rizakos
Signature:	/mr/
Date:	11/01/2011
<b>Total Attachments: 5</b> source=ABRA Automotive Systems, Inc. Trademark Security Agreement#page1.tif source=ABRA Automotive Systems, Inc. Trademark Security Agreement#page2.tif source=ABRA Automotive Systems, Inc. Trademark Security Agreement#page3.tif source=ABRA Automotive Systems, Inc. Trademark Security Agreement#page4.tif source=ABRA Automotive Systems, Inc. Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of this 31st day of October, 2011, by **ABRA Automotive Systems, Inc.**, a Minnesota corporation ("**Grantor**"), in favor of **NXT Capital, LLC**, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "**Grantee**"):

### WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of October 31, 2011 (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "**Credit Agreement**"), providing for extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders; and

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of October 31, 2011 among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "**Collateral Agreement**"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

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

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:


(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, renewals, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

**[Signature page follows]**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ABRA AUTOMOTIVE SYSTEMS, INC., a  
Minnesota corporation, as Grantor

By:   
Name: Duane A. Rouse  
Title: CEO, President and Secretary

Agreed and Accepted  
As of the Date First Written Above

NXT CAPITAL, LLC,  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ABRA AUTOMOTIVE SYSTEMS, INC., a  
Minnesota corporation, as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

NXT CAPITAL, LLC,  
as Agent

By:   
Name: Joseph W. Lapinski  
Title: CEO

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

	<b>ENTITY</b>	<b>SERIAL/REGISTRATION NUMBER</b>	<b>TITLE</b>
1.	ABRA Automotive Systems, Inc.	85/428,358	Right the First Time, on Time
2.	ABRA Automotive Systems, Inc.	85/377,242	America's Most Recommended
3.	ABRA Automotive Systems, Inc.	2,677,947	ABRA and Design
4.	ABRA Automotive Systems, Inc.	2,677,946	ABRA
5.	ABRA Automotive Systems, Inc.	1,371,738	ABRA and Design