

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FleetPride, Inc.		12/06/2011	CORPORATION: ALABAMA

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as Administrative Agent
<b>Street Address:</b>	101 N. Tryon Street, NC1-001-05-45
<b>Internal Address:</b>	One Independence Center
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28255-0001
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	2642094	OEM+
Registration Number:	2682136	FLEETPRIDE
Registration Number:	2992713	FLEETPRIDE HEAVY DUTY EXPERTS
Registration Number:	3025183	POWER PRODUCTS THE HEAVY DUTY CONNECTION
Registration Number:	3133482	WORLDWIDE HEAVY DUTY POWER PRODUCTS
Registration Number:	3194759	FLEETCARE BY FLEETPRIDE TRUCK SERVICE CENTER
Registration Number:	3199460	FSM FLEET SYSTEMS MANAGER
Registration Number:	3216715	POWERPRODUCTS THE HEAVY DUTY CONNECTION
Registration Number:	3246242	TORQUE TECHNOLOGY
Registration Number:	3291296	PRO-KLEEN
Registration Number:	3311988	OTR
Registration Number:	3521775	PBC PRIMA BRAKE COMPONENTS
Registration Number:	3522744	PRIMATRONICS

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Registration Number:	3545435	VANTAGEPOWER
Registration Number:	3612769	TORQUE TECHNOLOGY
Registration Number:	3668390	WE LIVE AND BREATHE HEAVY DUTY
Registration Number:	3668420	COUNT ON US
Registration Number:	3668445	FLEETCARE TRUCK SERVICE CENTER
Registration Number:	3683554	PRIMAPOWER
Registration Number:	3795986	PRIMATECH
Serial Number:	85255480	FLEETPRIDE TRUCK & TRAILER PARTS

**CORRESPONDENCE DATA**

Fax Number: (212)656-1342  
Phone: 212-701-3345  
Email: david.adams@thomsonreuters.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: James P. Murphy, Legal Assistant  
Address Line 1: 80 Pine Street  
Address Line 2: Cahill Gordon & Reindel LLP  
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	David Adams
Signature:	/david adams TR/
Date:	12/08/2011

**Total Attachments: 6**  
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EXECUTION VERSION

**TRADEMARK SECURITY AGREEMENT**, dated as of December 6, 2011 (this "Agreement"), between FLEETPRIDE, INC., an Alabama corporation, with offices located at 8401 New Trails Drive, Suite 150, The Woodlands, Montgomery, Texas ("FleetPride") and BANK OF AMERICA, N.A., with offices at One Independence Center, 101 N Tryon St., Charlotte, NC 28255-0001, as administrative agent for the Secured Parties (the "Administrative Agent").

Reference is made to the Guarantee and Collateral Agreement, dated as of December 6, 2011 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among FleetPride Corporation, a Delaware corporation (the "Borrower"), FleetPride, certain other subsidiaries of the Borrower party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower, subject to the terms and conditions set forth in the Credit Agreement dated as of December 6, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the several lenders from time to time parties thereto and the Administrative Agent. Bank of America, N.A. will act as administrative agent for the benefit of the Secured Parties under the Credit Documents (as defined in the Credit Agreement). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.2 of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, FleetPride, pursuant to the Collateral Agreement, did and hereby does assign and pledge to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and did and hereby does grant to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations thereof, and all applications for registration filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor thereto) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks"); and
- (b) all goodwill symbolized by the Trademarks or connected with the use thereof.

Notwithstanding anything herein to the contrary, in no event shall the security

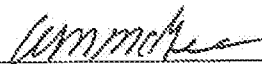
interest granted hereunder attach to any application to register any Trademark where such application has been filed on an intent-to-use basis and no statement of use has been accepted by the U.S. Patent and Trademark Office.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. FleetPride hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

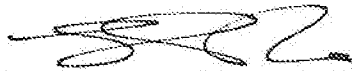
FLEETPRIDE, INC.

By:   
Name: Woody McGee  
Title: President and Chief  
Executive Officer

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 004674 FRAME: 0548**

BANK OF AMERICA, N.A., as  
Administrative Agent

By:   
Name: Joon Ko  
Title: Vice President

## Schedule I

### UNITED STATES TRADEMARKS:

Registrations:

Country	Mark	Application No.	Registration No.	Registration Date	Owner
U.S.	OEM+ & DESIGN	76/255,024	2,642,094	10/29/2002	FleetPride, Inc.
U.S.	FLEETPRIDE	75/809,826	2,682,136	2/4/2003	FleetPride, Inc.
U.S.	FLEETPRIDE HEAVY DUTY EXPERTS	75/811,238	2,992,713	9/6/2005	FleetPride, Inc.
U.S.	POWER PRODUCTS THE HEAVY DUTY CONNECTION & DESIGN	76/563,752	3,025,183	12/13/2005	FleetPride, Inc.
U.S.	WORLDWIDE HEAVY DUTY POWER PRODUCTS & DESIGN	76/585,044	3,133,482	8/22/2006	FleetPride, Inc.
U.S.	FLEETCARE BY FLEETPRIDE TRUCK SERVICE CENTER & DESIGN	76/521,559	3,194,759	1/2/2007	FleetPride, Inc.
U.S.	FSM FLEET SYSTEMS MANAGER	78/471,174	3,199,460	1/16/2007	FleetPride, Inc.
U.S.	POWERPRODUCTS THE HEAVY DUTY CONNECTION	76/564,000	3,216,715	3/13/2007	FleetPride, Inc.
U.S.	TORQUE TECHNOLOGY	78/639,309	3,246,242	5/29/2007	FleetPride, Inc.
U.S.	PRO-KLEEN	76/564,675	3,291,296	9/11/2007	FleetPride, Inc.
U.S.	OTR	78/842,336	3,311,988	10/16/2007	FleetPride, Inc.
U.S.	PBC PRIMA BRAKE COMPONENTS	77/214,294	3,521,775	10/21/2008	FleetPride, Inc.
U.S.	PRIMATRONICS	78/973,644	3,522,744	10/21/2008	FleetPride, Inc.
U.S.	VANTAGEPOWER	78/973,585	3,545,435	12/9/2008	FleetPride, Inc.
U.S.	TORQUE TECHNOLOGY & DESIGN	76/585,391	3,612,769	4/28/2009	FleetPride, Inc.
U.S.	WE LIVE AND BREATHE HEAVY DUTY	77/509,546	3,668,390	8/18/2009	FleetPride, Inc.
U.S.	COUNT ON US	77/515,863	3,668,420	8/18/2009	FleetPride, Inc.
U.S.	FLEETCARE TRUCK SERVICE CENTER & DESIGN	77/519,790	3,668,445	8/18/2009	FleetPride, Inc.
U.S.	PRIMAPOWER	77/137,997	3,683,554	9/15/2009	FleetPride, Inc.
U.S.	PRIMATECH	77/116,196	3,795,986	6/1/2010	FleetPride, Inc.

Applications:

Country	Mark	Application No.	Registration No.	Filing Date	Owner
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Country	Mark	Application No.	Registration No.	Filing Date	Owner
U.S.	FLEETPRIDE TRUCK & TRAILER PARTS & DESIGN	85/255,480	N/A	3/2/2011	FleetPride, Inc.

Trade Name:

Country	Mark	Application No.	Registration No.	Registration Date	Owner
U.S. State (Wyoming)	PRIMA COMMERCIAL PRODUCTS, INC.	N/A	2008-00562520	11/12/2008	FleetPride, Inc.

Licenses:

None.