

10/25/2011



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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)
Automotive Technologies, Inc.

Individual(s)
 General Partnership
 Corporation- State: CT
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No



2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: M&T Bank

Internal Address: _____

Street Address: One M&T Plaza

City: Buffalo

State: New York

Country: USA Zip: 14203

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship New York
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) October 19, 2011

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elizabeth A. Brower

Internal Address: _____

Street Address: Berkowitz, Trager & Trager
8 Wright Street

City: Westport

State: CT Zip: 06880

Phone Number: (203) 291-8224
Fax Number: (203) 226-3801
Email Address: eab@bertralaw.com

6. Total number of applications and registrations involved: 31

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

Paid for 2

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number 00000018 2139503

Authorized User Name _____ 40.00 DP
25.00 DP

9. Signature: Elizabeth A. Brower _____ Date _____

Signature
Elizabeth A. Brower
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Schedule A

Trademarks and Trademark Applications

Mark

Registration or Serial No.

WIRELESS ANYWHERE
WIRELESS ZONE

2,139,503
2,336,387

Schedule A

Trademarks and Trademark Applications

Registration or Serial No.

WIRELESS ANYWHERE
WIRELESS ZONE

2,139,503
2,336,387

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement") dated as of October 19, 2011, is made by and among **AUTOMOTIVE TECHNOLOGIES, INC.**, a Connecticut corporation, ("Grantor") and **M&T BANK**, a New York banking corporation with its principal banking office at One M&T Plaza, Buffalo, New York 14203, Attention: Office of General Counsel ("Secured Party").

Recitals

A. Schedule A hereto lists all registered trademarks and applications for trademarks in which Grantor is the owner.

B. Reference is made to that certain Commercial Revolving Loan Agreement, dated as of October 19, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") between Grantor and Secured Party.

C. Pursuant to the Loan Agreement, Grantor has granted to Secured Party a security interest in all of its assets.

D. Secured Party has required that Grantor execute this Agreement to evidence the security interest granted to Secured Party in any trademarks or trademark applications and for recording with the United States Patent and Trademark Office.

ACCORDINGLY, in consideration of the foregoing, each Grantor hereby agrees as follows:

1. Definitions. Terms defined in the Loan Agreement and not otherwise defined herein shall have the meanings given them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Trademarks" means all of Grantors' right, title and interest in and to: trademarks, service marks, certification marks, collective marks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the names, likeness, signature and biographical data of natural persons, now or hereafter in force, and, with respect to any and all of the foregoing: (i) all registrations and recordation thereof and all applications in connection therewith including, but not limited to, the registrations and applications referred to in Schedule A hereto (as such exhibit may be amended or supplemented from time to time), (ii) all renewals and extensions thereof, (iii) the goodwill of the business associated therewith and symbolized thereby, (iv) all rights corresponding to any of the foregoing throughout the world, (v) all rights to sue at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, including, without limitation, the right to receive all proceeds of suit and damage awards therefore, and (vi) all payments, income, and

royalties and rights to payments, income, and royalties arising out of the sale, lease, license assignment or other disposition thereof.

“Event of Default” means (i) an Event of Default, as defined in the Loan Agreement or any other loan agreement or security agreement now in existence or hereafter entered into by Borrower and the Bank, or (ii) any breach by Grantor of any of its obligations under this Agreement.

2. Security Interest. In order to secure the Obligations, Grantor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create) a security interest, with power of sale to the extent permitted by law, in the Trademarks. This security interest is in any and all rights that may exist or hereafter arise under any trademark law now or hereinafter in effect in the United States of America or in any other country.

3. Representations and Warranties. Grantor represents and warrants that the it owns each of the Trademarks listed in Schedule A, free and clear of any lien or encumbrance other than liens permitted under the Loan Agreement, and (b) the Trademarks listed in Schedule A include all Trademarks owned or controlled by Grantor as of the effective date hereof.

4. Satisfaction. Upon full payment or satisfaction of the Obligations and termination of any credit facilities extended to Borrower by Secured Party, this Agreement and the rights granted hereunder to Secured Party, shall terminate and be of no further force and effect.

5. Administration of Trademarks. As long as no Event of Default shall have occurred and be continuing, Grantor may control and manage the Trademarks, including the right to receive and use the income, revenue, profits, and royalties that arise from the use of the Trademarks and any licenses thereunder, in the same manner and to the same extent as if this Agreement had not been entered into. Grantor shall give Secured Party prompt notice of any material change in the status of said Trademarks or Grantor’s rights thereunder.

6. Protection of Trademarks. Grantor covenants that it will at its own expense protect, defend and maintain the Trademarks to the extent reasonably advisable in its business as determined by Grantor in its sole discretion, provided that if Grantor fails to do so, Secured Party may (but shall have no obligation to) do so in Grantor’s name or in Secured Party’s name, but at Grantor’s expense, and Grantor shall reimburse Secured Party in full for all expenses, including reasonable attorney’s fees incurred by Secured Party in protecting, defending and maintaining the Trademarks.

7. Remedies. Upon the occurrence of an Event of Default and during the continuation thereof, Secured Party may, at its option, exercise any one or more of the following remedies: (a) exercise all rights and remedies available under the UCC, or under any applicable law; (b) sell, assign, transfer, pledge, encumber or otherwise dispose of any Trademark; (c) enforce any Trademark, and any licenses thereunder; and (d) exercise or enforce any or all other rights or remedies available to Secured Party by law or agreement against the Trademarks, against Grantor or against any other person or property. If Secured Party shall exercise any

remedy under this Agreement, Grantor shall, at the reasonable request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid thereof. For the purposes of this Section 7, Grantor appoints Secured Party as its attorney with the right, but not the duty, to endorse Grantor's name on all applications, documents, papers and instruments necessary for Secured Party to (i) act in its own name or enforce or use the Trademarks, (ii) grant or issue any exclusive or non-exclusive licenses under the Trademarks to any third party, and/or (iii) sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of any Trademark. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until satisfaction of this Agreement in accordance with Section 4 hereof. Grantor shall reimburse Secured Party for all reasonable attorney's fees and expenses of all types incurred by Secured Party, or its counsel, in connection with the exercise of the rights of Secured Party under this Agreement.

8. General Rights and Obligations. Except as expressly set forth herein, the rights and obligations of Grantor and Secured Party with respect to the Trademarks shall in all respects be governed by the Loan Agreement and the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein.

[Remainder of page intentionally left blank; signature page follows]

Registration or Serial No.

2,139,503
2,336,387
2,393,726
2,550,880
2,568,161
2,852,582
2,854,985
2,881,706
2,881,707
2,881,708
2,881,709
2,881,710
2,881,711
2,938,270
3,017,499
3,012,906
3,022,937
3,022,935
3,022,936
3,022,934
3,231,491
3,386,888
2,529,307
77/092105
3,617,563
3,953,877
3,957,041
3,957,042
77/789,129
85/062,895
85/062,957