

Form PTO-1594 (Rev. 07/05)

OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
 United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

CEQUENT CONSUMER PRODUCTS, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Ohio
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) February 22, 2012

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. as Second Lien Agent

Internal

Address: _____

Street Address: 2 NORTH LASALLE STREET, SUITE 1020

City: CHICAGO

State: IL

Country: USA

Zip: 60602

- ☒ Association Citizenship USA
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☐ 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)

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

A. Trademark Application No.(s)

PLEASE SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)

PLEASE SEE ATTACHED SCHEDULE

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: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD

Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved:

3

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

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

DongHwa Kim

Name of Person Signing

March 29, 2012

Date

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

6

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

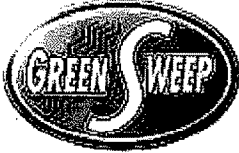

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TRADEMARK
 REEL: 004746 FRAME: 0030

Schedule II

I. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Cequent Consumer Products, Inc.		3,234,325	April 24, 2007
Cequent Consumer Products, Inc.	GRIP-IT	2,987,010	August 23, 2005
Cequent Consumer Products, Inc.		3,487,094	August 19, 2008

II. Trademark Applications

None.

III. Trademark Licenses

None.

TRADEMARK SECURITY AGREEMENT, dated as of February 22, 2012, among TRIMAS CORPORATION, a Delaware corporation (the "Issuer"), each Subsidiary a party to the Indenture referred to below (the "Guarantors" and, together with the Issuer, the "Grantors") and The Bank of New York Mellon Trust Company, N.A., ("BNYMTC"), as second lien agent (in such capacity, the "Second Lien Agent") for the Secured Parties (as defined below).

Reference is made to the Security Agreement dated as of December 29, 2009 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Issuer, the Guarantors and the Second Lien Agent, and to the Indenture dated as of December 29, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Indenture"), among the Issuer, the Guarantors and BNYMTC, as trustee and second lien agent.

Pursuant to the terms of the Indenture, the Issuer issued 9.75% Senior Secured Notes due 2017 (the "Notes") and the Issuer's obligations under the Indenture and Notes are guaranteed by the Guarantors. The Issuer and the Guarantors derive substantial benefits from the transactions contemplated by the Indenture. Pursuant to the Indenture, the Grantors have agreed to grant a security interest in the Collateral for the benefit of the Holders to secure the payment and performance of the Second Lien Obligations set forth in the Indenture, subject to the terms of the Intercreditor Agreement, including with respect to the relative rights and priorities in respect of the Collateral.

Accordingly, the Grantors and the Second Lien Agent, on behalf of itself and each Holder (together with the Trustee and the Second Lien Agent, and the successors and assigns of each, the "Secured Parties"), hereby agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.03 of the Security 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 Second Lien Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Second Lien Agent, its successors and assigns, for the 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, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature,

now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office 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 II (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Second Lien Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Second Lien Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Agent with respect to the Trademark 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Subordination. The lien and security interest created by this Agreement on the property described herein is junior and subordinate, in accordance with the provisions of the Intercreditor Agreement dated as of December 29, 2009, among JPMorgan Chase Bank, N.A., as First Lien Agent, The Bank of New York Mellon Trust Company, N.A., as Second Lien Agent, TriMas Corporation, TriMas Company LLC and the other Loan Parties referred to therein, as amended from time to time, to the lien and security interest on such property created by any similar instrument now or hereafter granted to JPMorgan Chase Bank, N.A., as collateral agent under the Senior Credit Facility, and its successors and assigns, in such property.

[Remainder of Page Intentionally Left Blank]

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

TRIMAS CORPORATION,


by



Name: A. Mark Zeffiro
Title: Chief Financial Officer

EACH OF THE GUARANTORS LISTED ON
SCHEDULE I HERETO,


By



Name: Joshua A. Sherbin
Title: Vice President & Secretary

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as
Second Lien Agent,

by



Name: R. Tamas
Title: Vice President

Signature Page to the Trademark Security Agreement

TRADEMARK
REEL: 004746 FRAME: 0034

Schedule I

Guarantors

Cequent Consumer Products, Inc.