

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AUTO METER PRODUCTS, INC.		03/30/2012	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL CORPORATION, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85560280	GATOR CLAMP	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	3972.024		
NAME OF SUBMITTER:	Nancy Brougher		
Signature:	/njb/		

Date:

04/04/2012

**Total Attachments: 6**

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**AMENDMENT NO. 3 TO  
PATENT, TRADEMARK AND COPYRIGHT  
SECURITY AGREEMENT**

THIS AMENDMENT NO. 3 ("**Amendment**") to that certain Patent, Trademark and Copyright Security Agreement dated as of August 29, 2002 (the "**Security Agreement**") made by Auto Meter Products, Inc., an Illinois corporation (the "**Borrower**"), in favor of Antares Capital Corporation, a Delaware corporation, as agent ("**Agent**") for its own benefit and the benefit of the Lenders, is made as of March 30, 2012.

WHEREAS, the Borrower and Agent are parties to that certain Amended and Restated Credit Agreement dated as of June 30, 2006 (as it has been and may be further amended, restated, supplemented or otherwise modified from time to time, "**Credit Agreement**"), pursuant to which the Agent and Lenders agreed to extend loans and certain other financial accommodations to the Borrower;

WHEREAS, in connection with the Credit Agreement, Borrower and Agent entered into a Security Agreement dated as of August 29, 2002 (as it has been and may be further amended, restated, supplemented or otherwise modified from time to time), pursuant to which the Borrower granted to the Agent a security interest in substantially all of the Borrower's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, tradenames, service marks, service mark applications, goodwill and licenses (collectively, "**Intellectual Property**");

WHEREAS, the Security Agreement was duly recorded in the United States Copyright Office and in the United States Patent and Trademark Office on September 4, 2002 and supplements thereto were duly recorded on July 28, 2006, December 29, 2008 and January 9, 2012;

WHEREAS, on the date hereof, Borrower has acquired interests in certain specific Intellectual Property (the "**New Intellectual Property**"); and

WHEREAS, in accordance with Section 3 of the Security Agreement, the Borrower has agreed to amend the Security Agreement to confirm the inclusion of such New Intellectual Property;


NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Security Agreement as follows:

1. Schedules. Schedules A (Patents), B (Copyrights) and C (Trademarks) as referred to in the Security Agreement are hereby supplemented by the schedules attached hereto.

2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Security Agreement shall remain in full force and effect as executed.

IN WITNESS WHEREOF, the Borrower and Agent have each caused this  
Amendment to be duly executed and delivered by an officer thereunto duly authorized as of  
the date first above written.

AUTO METER PRODUCTS, INC.

By:   
Name: Gary D. Beinke  
Its: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

ANTARES CAPITAL CORPORATION, as Agent

By:   
Name: Stephanie Krebs  
Its: Duly Authorized Signatory

**SUPPLEMENT TO**

**SCHEDULE A**

**PATENTS**

<b>PATENT</b>	<b>PATENT / APPLICATION NUMBER</b>	<b>ISSUE or FILE DATE</b>	<b>OWNER INFORMATION</b>
Battery clamp for use with top post and side post batteries and methods for using the same	7909662	03/22/11	Auto Meter Products, Inc.
Battery clamp for use with top post and side post batteries and methods for using the same	7736201	06/15/10	Auto Meter Products, Inc.

**SUPPLEMENT TO SCHEDULE B**

**COPYRIGHTS**

<b>TITLE</b>	<b>REGISTRATION NUMBER</b>	<b>OWNER INFORMATION</b>
Auto Meter Dial and Pointer logo	VA0001795090	Auto Meter Products, Inc.
Artwork for Auto Meter tachometer packaging	VA0001795089	Auto Meter Products, Inc.

**SUPPLEMENT TO SCHEDULE C**

**TRADEMARKS**

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	FIRST USE DATE	OWNER INFORMATION
Gator Clamp	85560280	Pending -- Application filed 03/05/12	NA	NA	03/22/11	Auto Meter Products, Inc.