

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
- Name	Formerly	Execution Date	Entity Type
IDQ Operating, Inc.		03/27/2012	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon Trust Company, N.A.		
Street Address:	601 Travis Street, 16th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	UNITED STATES <i>OTHER - BANK: UNITED STATES</i>		
PROPERTY NUMBERS Total: 44			
Property Type	Number	Word Mark	
Registration Number:	3221087	QUEST Q	
Registration Number:	3105016	ARCTIC FREEZE	
Registration Number:	3080757	BIG CHILL	
Registration Number:	3277334	CERTIFIED A/C PRO	
Registration Number:	3207645	COOL DOWN	
Registration Number:	3212445	COOL ZONE	
Registration Number:	2752800	DIRECT CHARGE	
Registration Number:	2761612	E-Z CHARGE	
Registration Number:	2929481	EZ CHILL	

Registration Number:	3099680	EZGAUGE
Registration Number:	2752801	FAST COOL
Registration Number:	3845572	1ST CHARGE
Registration Number:	3106850	GLACIER ICE
Registration Number:	4069031	HIGH MILEAGE
Serial Number:	77923633	HIGH MILEAGE
Registration Number:	2816592	HIGH MILEAGE 5000001
Registration Number:	1115872	ID
Serial Number:	77283174	ID ATOMIC A/C LEAK SEALER
Registration Number:	4080535	IDQ
Serial Number:	77859168	IDQ
Registration Number:	2830634	INFLATE 'N SEAL
Registration Number:	1857416	INTERDYNAMICS
Registration Number:	1550742	LASER 250
Registration Number:	3149887	MACH SPEED
Registration Number:	2606484	MAXI COOL
Registration Number:	2868092	MEASURE & CHARGE
Registration Number:	3205219	POLAR AIR
Registration Number:	2637611	REFILL & TREATMENT
Serial Number:	77849762	SONIC BLAST
Registration Number:	3115139	TYPHOONMAX
Registration Number:	3038203	XYCLEEN
Registration Number:	2803871	QUEST Q
Registration Number:	3203601	QUICK COOL
Registration Number:	3203600	R-134A PLUS
Registration Number:	3297283	SUB-ZERO
Registration Number:	3210416	SUPER SEAL
Registration Number:	3207646	TOTAL TREATMENT
Serial Number:	85497185	
Serial Number:	85386984	ASK THE PRO
Registration Number:	3987098	A/C PRO

	78917040	ICE COLD
Serial Number:	75590954	QUEST R-134A COOL DOWN
Serial Number:	75590575	QUEST Q
Serial Number:	78917031	R134A ICE COLD

## CORRESPONDENCE DATA

Fax Number: (650)213-8158

Phone: 650-213-0300

Email: learnhardt@whitecase.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: White &amp; Case LLP/Lisa Earnhardt

Address Line 1: 3000 El Camino Real, Bldg. 5, 9th Floor

Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER: 1155732-0229

NAME OF SUBMITTER: Lisa Earnhardt

Signature: /Lisa Earnhardt/

Date: 04/03/2012

## Total Attachments: 12

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## RECEIPT INFORMATION

ETAS ID: TM231311

Receipt Date: 04/03/2012

Fee Amount: \$1115

900219491 04/03/2012

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Street Address:	601 Travis Street, 16th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	UNITED STATES <i>OTHER - BANK : UNITED STATES</i>		

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Registration Number:	2752801	FAST COOL
Registration Number:	3845572	1ST CHARGE
Registration Number:	3106850	GLACIER ICE
Registration Number:	4069031	HIGH MILEAGE

TRADEMARK  
REEL: 004757 FRAME: 0048

CH \$1115.00 3221087

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of March 27, 2012 is made by IDQ OPERATING, INC., a New York corporation (the "Grantor"), located at 560 White Plains Road, Sixth Floor, Tarrytown, NY 10591 in favor of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., located at 601 Travis Street, 16<sup>th</sup> Floor, Houston, Texas 77002, in its capacity as agent ("Agent") for itself and the other financial institutions (the "Lenders") from time to time party to the Loan Agreement (as defined herein).

## WITNESSETH:

WHEREAS, Grantor, certain of Grantor's affiliates (together with Grantor, collectively "Borrower"), Agent and the Lenders have entered into that certain Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"); and

WHEREAS, Agent and the Lenders have required pursuant to the Loan Agreement, in order to secure the payment and performance of Borrower's Secured Obligations (as defined in the Loan Agreement), that Grantor execute and deliver this Agreement to Agent, for its benefit and the benefit of the Lenders.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agrees as follows:

1. Defined Terms.

- (i) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.
- (ii) References to "Sections", and "Schedules" shall be to Sections, and Schedules, respectively, of this Agreement unless otherwise specifically provided. In this Agreement, the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation"; and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or".
- (iii) Any of the terms defined in this Agreement may, unless the context otherwise requires, be used in the singular or the plural depending on the reference.

2. Security Interest in Trademarks. To secure the payment and performance of the Secured Obligations, including all renewals, extensions, restructurings and refinancings of any or all of the Secured Obligations, Grantor hereby grants to Agent, for the benefit of Agent and Lenders, a continuing security interest in, lien

and mortgage in and to and right of setoff against all of Grantor's now owned or existing and filed and hereafter acquired or arising and filed (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade names, trade dress, service marks, logos, other business identifiers, all registrations and recordings thereof, and all applications in connection therewith including, without limitation, the U.S. registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A attached hereto, (b) all renewals thereof, (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including damages and payments for past, present and future infringements of any of the foregoing, (d) the right to sue for past, present and future infringements of any of the foregoing, (e) all rights corresponding to any of the foregoing throughout the world, and (f) all goodwill associated with and symbolized by any of the foregoing (collectively, the "Trademarks"); provided that the foregoing shall not include any applications for trademarks or service marks filed in the United States Patent and Trademark Office (the "PTO") pursuant to 15 U.S.C. §1051(b) unless and until evidence of use of the mark in interstate commerce is submitted to the PTO pursuant to 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d).

3. Incorporation of Loan Agreement. The terms and conditions of the Loan Agreement are hereby incorporated into this Agreement by this reference. To the extent of any conflict between the terms and conditions of this Agreement and of the Loan Agreement, the terms and conditions of the Loan Agreement shall govern.
4. Nature and Continuation of Agent's and Lenders' Security Interest. This Agreement is made for collateral security purposes only.
5. Authority of Agent. Grantor hereby acknowledges that the rights and responsibilities of Agent under this Agreement with respect to any action taken by Agent or the exercise or non-exercise by Agent of any right or remedy provided for herein or resulting or arising out of this Agreement, shall be governed by the Loan Agreement.
6. Severability. The invalidity, illegality or unenforceability in any jurisdiction of any provision in or obligation under this Agreement or the other Loan Documents shall not affect or impair the validity, legality or enforceability of the remaining provisions or obligations under this Agreement, or the other Loan Documents.
7. Modification. This Agreement cannot be altered, amended or modified in any way, except by a writing signed by all the parties hereto.
8. Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, Grantor may not assign its rights or obligations hereunder without the written consent of Lenders.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the applicable laws set forth in the Loan Agreement.
10. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.
11. Section Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.
12. Execution in Counterparts. This Agreement and any amendments, waivers, consents, or supplements may be executed via telecopier or facsimile or .PDF transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.
13. Right to Record Security Interest. Agent, on behalf of itself and the Lenders, shall have the right, but not the obligation, at the expense of Grantor, to record this Agreement in the United States Patent and Trademark Office, and Agent shall advise Grantor of such recordings. Upon satisfaction in full of the Secured Obligations and termination of the Loan Agreement in accordance with its terms, Grantor shall have the right to effect the recording of such satisfaction or termination at the expense of Grantor, in the United States Patent and Trademark Office. Agent and Grantor shall promptly cooperate to effect all such recordings hereunder.

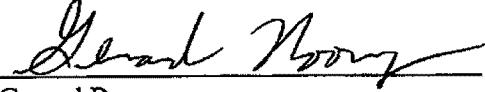
*(Signature pages follow.)*

*Signature Page to Notes Trademark Security Agreement*

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

**GRANTOR:**

**IDQ OPERATING, INC.**, a New York  
corporation

By:   
Gerard Rooney  
Chief Financial Officer



**AGENT:**


**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.**

By: Alejandro Hoyos  
Name: Alejandro Hoyos  
Title: Associate

*Notary Page to Notes Trademark Security Agreement*

STATE OF New York )  
 ) SS  
COUNTY OF Westchester )

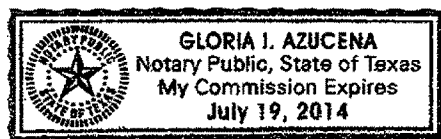
The foregoing TRADEMARK SECURITY AGREEMENT was executed and acknowledged before me this 26 day of March, 2012, by Gerard Rooney, personally known to me to be the Chief Financial Officer of IDQ OPERATING, INC., a New York corporation, on behalf of such entity.

  
Notary Public  
My commission expires: \_\_\_\_\_

SUSAN JERYL ROBINSON  
Notary Public, State of New York  
No. 01RO4923130  
Qualified in New York County  
My Commission Expires April 4, 2014

STATE OF TEXAS )  
COUNTY OF HARRIS ) SS

The foregoing TRADEMARK SECURITY AGREEMENT was executed and acknowledged before me this 26<sup>th</sup> day of March, 2012, by Alejandro Hoyos, an Associate of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and he acknowledged to me that he executed the same in his capacity, on behalf of such entity.



Gloria I. Azucena  
Notary Public  
My commission expires: 7/19/2014





**SCHEDULE A**

to Trademark Security Agreement


## TRADEMARKS

See attached.


## Registrations and Applications for Trademarks:

TRADEMARK & REG. NO.	CLASS	COUNTRY	APPLICATION NO.	REG DATE (APP. DATE)	ASSIGNEE / OWNER	STATUS/ COMMENTS
QUEST Q AND DESIGN® 3,221,087	001	US	76/646,511	03/27/2007	IDQ Operating, Inc.	Registered
ARTIC FREEZE® 3,105,016	001	US	78/453,227	06/13/2006	IDQ Operating, Inc.	Registered
 (Stylized, word only) 3,080,757	001	US	78/484,298	04/11/2006	IDQ Operating, Inc.	Registered
CERTIFIED AC/PRO® 3,277,334	001	US	78/710,836	08/07/2007	IDQ Operating, Inc.	Registered
COOL DOWN® 3,207,645	001	US	78/694,841	02/13/2007	IDQ Operating, Inc.	Registered
COOL ZONE® 3,212,445	001	US	78/694,857	02/27/2007	IDQ Operating, Inc.	Registered
DIRECT CHARGE® 2,752,800	001	US	76/475,585	08/19/2003	IDQ Operating, Inc.	Registered
E-Z CHARGE® 2,761,612	001	US	76/475,815	09/09/2003	IDQ Operating, Inc.	Registered
EZ CHILL® 2,929,481	001	US	76/545,822	03/01/2005	IDQ Operating, Inc.	Registered
EZGAUGE® 3,099,680	009	US	76/584,219	06/06/2006	IDQ Operating, Inc.	Registered
FAST COOL 2,752,801	001	US	76/475,591	08/19/2003	IDQ Operating, Inc.	Cancelled
FIRST CHARGE 3,845,572	001	US	77/182,930	09/07/2010	IDQ Operating, Inc.	Registered
GLACIER ICE® 3,106,850	001	US	78/670,428	06/20/2006	IDQ Operating, Inc.	Registered
HIGH MILEAGE® 4,069,031	001	US	77/923,445	12/13/2011	IDQ Operating, Inc.	Registered
	001	US	77/923,633	(01/29/2010)	IDQ Operating, Inc.	Pending
 2,816,592	001	US	76/493,961	02/24/2004	IDQ Operating, Inc.	Cancelled
 1,115,872	001, 007, 012, 017	US	73/151,307	04/03/1979	IDQ Operating, Inc.	Registered
ID ATOMIC A/C LEAK SEALER	007	US	77/283,174	(09/19/2007)	Interdynamics, Inc.	Abandoned
IDQ 4,080,535	001	US	77/859,189	01/03/2012	IDQ Operating, Inc.	Registered
IDQ (pending)	011	US	77/859,168	(10/28/2009)	IDQ Operating, Inc.	Pending

\* The Company has determined not to expend further efforts for such registrations/applications, and thus such registrations/applications either have been abandoned or will become abandoned in due course.

TRADEMARK & REG. NO.	CLASS	COUNTRY	APPLICATION NO.	REG DATE (APP. DATE)	ASSIGNEE / OWNER	STATUS/ COMMENTS
INFLATE 'N SEAL® 2,830,634	007	US	76/439,878	04/06/2004	IDQ Operating, Inc.*	Cancelled
INTERDYNAMICS® 1,857,416	001, 007, 009, 012, 017	US	74/405,151	10/11/1994	IDQ Operating, Inc.	Registered
<b>LASER ESQ</b> 1,550,742	007	US	73/747,558	08/08/1989	IDQ Operating, Inc.	Cancelled
MACH SPEED® (words only) 3,149,887	007	US	78/560,508	09/26/2006	IDQ Operating, Inc.	Registered
MAXI COOL® 2,606,484	001	US	75/936,801	08/13/2002	IDQ Operating, Inc.	Registered
MEASURE & CHARGE® 2,868,092	001	US	76/497,722	07/27/2004	IDQ Operating, Inc.*	Cancelled
POLAR AIR® 3,205,219	001	US	78/694,854	02/06/2007	IDQ Operating, Inc.	Registered
REFILL & TREATMENT® 2,637,611	001	US	76/093,423	10/15/2002	IDQ Operating, Inc.	Registered
SONIC BLAST (pending)	009	US	77/849,762	(10/15/2009)	IDQ Operating, Inc.	Abandoned
TYPHOONMAX® 3,115,139	007	US	78/465,435	07/11/2006	IDQ Operating, Inc.	Registered
XYCLEEN® 3,038,203	001	US	76/549,285	01/03/2006	IDQ Operating, Inc.	Registered
ARTIC FREEZE® 853,921	001	Mexico	667,545	07/20/2004	Interdynamics, Inc.	Registered
AUTO FREEZE® 2491815	001	United Kingdom	2,491,815	11/21/2008	IDQ Operating, Inc.	Registered
BIG CHILL® 881,378	001	Mexico	674,811	09/01/2004	Interdynamics, Inc.	Registered
EZ CHILL® 2491541	001	United Kingdom	2491541	01/02/2009	IDQ Operating, Inc.**	Registered
 ® 2,870,699	001, 007, 009, 012, 017	European Community	2,870,699	06/03/2004	IDQ Operating, Inc.	Registered
INTERDYNAMICS® 1,535,725 (2011777-Current Reg. #)	011	Argentina	2,526,618	02/17/2005	Interdynamics, Inc.	Registered
INTERDYNAMICS® A624,913	N/A	Australia	624,913	03/15/1994	IDQ Operating, Inc.	Expired
INTERDYNAMICS® 441,136	N/A	Canada	754,421	03/24/1995	Interdynamics, Inc.*	Expired
INTERDYNAMICS® 1,971,055	001	China	20011163288	12/14/2002	Interdynamics, Inc.	Registered
INTERDYNAMICS® 2,015,000	007	China	2001163289	02/07/2005	Interdynamics, Inc.	Registered
INTERDYNAMICS® 1,984,625	009	China	2001163290	12/07/2003	Interdynamics, Inc.	Registered
INTERDYNAMICS® 1,979,969	011	China	2001163291	01/28/2003	Interdynamics, Inc.	Registered
INTERDYNAMICS® 2,015,001	012	China	2001163292	11/21/2004	Interdynamics, Inc.	Registered

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INTERDYNAMICS® 2,007,800	017	China	2001163293	10/28/2002	Interdynamics, Inc.	Registered
INTERDYNAMICS® 2,088,952	009	Germany	I 30715/9 Wz	12/30/1994	IDQ Operating, Inc.	Registered
INTERDYNAMICS® 462,076	011	Mexico	193,654	03/14/1994	IDQ Operating, Inc.	Registered
INTERDYNAMICS® RU 140698	011	Russia	94032597	09/14/1994	IDQ Operating, Inc.	Registered
INTERDYNAMICS® 330/28	011	Saudi Arabia	24558	01/22/1995	Interdynamics, Inc.	Registered
INTERDYNAMICS® 319787	011	South Korea	40-1994- 0010231	08/14/1995	IDQ Operating, Inc.	Registered
INTERDYNAMICS® 1,565,546	011	United Kingdom	1,565,546	03/14/1994	IDQ Operating, Inc.	Registered
INTERDYNAMICS AND ID & DESIGN®	001	China	5,950,641	(03/19/2007)	Interdynamics, Inc.*	Abandoned
INTERDYNAMICS AND ID & DESIGN® 5,950,645	007	China	5,950,645	(03/19/2007)	Interdynamics, Inc.*	Cancelled
INTERDYNAMICS AND ID & DESIGN® 5,950,642	009	China	5,950,642	(03/19/2007)	Interdynamics, Inc.*	Cancelled
INTERDYNAMICS AND ID & DESIGN® 5,950,643	011	China	5,950,643	(03/19/2007)	Interdynamics, Inc.*	Cancelled
INTERDYNAMICS AND ID & DESIGN® 5,950,644	017	China	5,950,644	(03/19/2007)	Interdynamics, Inc.*	Cancelled
QUEST Q AND DESIGN® 2,803,871	001	US	75/592,489	01/13/2004	IDQ Operating, Inc.*	Cancelled
QUICK COOL® 3,203,601	001	US	78/694,839	01/30/2007	IDQ Operating, Inc.	Registered
R-134a PLUS® 3,203,600	001	US	78/694,835	01/30/2007	IDQ Operating, Inc.	Registered
SUB-ZERO® 3,297,283	001	US	78/694,831	09/25/2007	IDQ Operating, Inc.*	Registered
SUPER SEAL® 3,210,416	001	US	78/694,825	02/20/2007	IDQ Operating, Inc.	Registered
TOTAL TREATMENT® 3,207,646	001	US	78/694,848	02/13/2007	IDQ Operating, Inc.	Registered
ARCTIC FREEZE	001	United Kingdom	2423598	(06/05/2006)	IDQ Operating, Inc.	Abandoned
	001	US	85/497,185	(12/16/2011)	IDQ Operating, Inc.	Pending
ASK THE PRO	042	US	85/386,984	(08/02/2011)	IDQ Operating, Inc.	Pending
A/C PRO 3,987,098	001	US	85/073,117	06/28/2011	IDQ Operating, Inc.	Registered
A/C/PRO		US			IDQ Operating, Inc.	Application

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						being prepared
ICE COLD	001	US	78/917,040	(06/26/2006)	E F Products, Inc.	Abandoned
QUEST R-134a COOL DOWN	001	US	75/590,954	(11/18/1998)	E F Products, Inc.	Abandoned
QUEST Q	008	US	75/590,575	(11/18/1998)	E F Products, Inc.	Abandoned
R134a ICE COLD	001	US	78/917,031	(06/26/2006)	E F Products, Inc.	Abandoned
HIDE A TENNA F073272	007 009 011	Venezuela	1972-004379	05/24/1973	Interdynamics, Inc.	Registered