

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FleetPride, Inc.		11/19/2012	CORPORATION: ALABAMA

**RECEIVING PARTY DATA**

<b>Name:</b>	Deutsche Bank Trust Company Americas, as Collateral Agent
<b>Street Address:</b>	60 Wall Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10005
<b>Entity Type:</b>	CORPORATION: GERMANY

**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
Registration Number:	3545435	VANTAGEPOWER

OP \$540.00 2642094

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
Registration Number:	4127809	FLEETPRIDE TRUCK & TRAILER PARTS

**CORRESPONDENCE DATA**

Fax Number:

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

Email: daniel.cote@thomsonreuters.com

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:	James P. Murphy, Legal Assistant
Signature:	/daniel cote thomsonreuters/
Date:	11/27/2012

**Total Attachments: 6**

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**SECOND LIEN TRADEMARK SECURITY AGREEMENT**

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of November 19, 2012, by and among **FLEETPRIDE, INC.**, a Delaware corporation (“Grantor”), and **DEUTSCHE BANK TRUST COMPANY AMERICAS**, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors, the “Collateral Agent”).

WITNESSETH:

WHEREAS, Grantor is party to a Second Lien Pledge and Security Agreement, dated as of November 19, 2012 (as it may be from time to time amended, restated, modified or supplemented, the “Second Lien Security Agreement”), in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement (as defined in the Second Lien Security Agreement), Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Second Lien Security Agreement and used herein have the meaning given to them in the Second Lien Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following pledged Collateral of Grantor:

- (a) Trademarks of Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Second Lien Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Second Lien Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Second Lien Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Second Lien Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the First Lien/Second Lien Intercreditor Agreement, dated as of November 19, 2012 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "First Lien/Second Lien Intercreditor Agreement") and to the provisions of the ABL/First Lien Intercreditor Agreement, dated as of November 19, 2012 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "ABL/First Lien Intercreditor Agreement"). In the event of any conflict among the terms of the First Lien/Second Lien Intercreditor Agreement or the ABL/First Lien Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement or the ABL/First Lien Intercreditor Agreement shall govern and control.

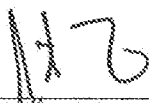
SECTION 7. Governing Law. This Second Lien Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FLEETPRIDE, INC.,  
as Grantor

By:



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Name: John Mosunic  
Title: Vice President, Chief Financial  
Officer and Secretary

[Second Lien - Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004907 FRAME: 0065**

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,  
as Collateral Agent

By: 

Name: Omayra Laucella  
Title: Director

By: 

Name: Evelyn Thierry  
Title: Director

*[Signature Page to Trademark Security Agreement -- Second Lien]  
For internal use only*

**TRADEMARK**  
**REEL: 004907 FRAME: 0066**

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

**UNITED STATES TRADEMARKS:**

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
FleetPride, Inc.	2,642,094	OEM+ & DESIGN
FleetPride, Inc.	2,682,136	FLEETPRIDE
FleetPride, Inc.	2,992,713	FLEETPRIDE HEAVY DUTY EXPERTS
FleetPride, Inc.	3,025,183	POWER PRODUCTS THE HEAVY DUTY CONNECTION & DESIGN
FleetPride, Inc.	3,133,482	WORLDWIDE HEAVY DUTY POWER PRODUCTS & DESIGN
FleetPride, Inc.	3,194,759	FLEETCARE BY FLEETPRIDE TRUCK SERVICE CENTER & DESIGN
FleetPride, Inc.	3,199,460	FSM FLEET SYSTEMS MANAGER
FleetPride, Inc.	3,216,715	POWERPRODUCTS THE HEAVY DUTY CONNECTION
FleetPride, Inc.	3,246,242	TORQUE TECHNOLOGY
FleetPride, Inc.	3,291,296	PRO-KLEEN
FleetPride, Inc.	3,311,988	OTR
FleetPride, Inc.	3,521,775	PBC PRIMA BRAKE COMPONENTS
FleetPride, Inc.	3,522,744	PRIMATRONICS
FleetPride, Inc.	3,545,435	VANTAGEPOWER
FleetPride, Inc.	3,612,769	TORQUE TECHNOLOGY & DESIGN
FleetPride, Inc.	3,668,390	WE LIVE AND BREATHE HEAVY DUTY
FleetPride, Inc.	3,668,420	COUNT ON US
FleetPride, Inc.	3,668,445	FLEETCARE TRUCK SERVICE CENTER & DESIGN
FleetPride, Inc.	3,683,554	PRIMAPOWER
FleetPride, Inc.	3,795,986	PRIMATECH
FleetPride, Inc.	4,127,809	FLEETPRIDE TRUCK & TRAILER PARTS & DESIGN

Applications:

None.