

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
TRIM PARTS ACQUISITION CORP., successor in interest to Trim Parts, Inc.		11/30/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	NORTHSTAR MEZZANINE PARTNERS V L.P.
Street Address:	45 SOUTH 7TH STREET
Internal Address:	2310 PLAZA VII
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2284469	CMD
Registration Number:	1755170	TRIM PARTS WHEN QUALITY COUNTS!!
Serial Number:	85080544	TRIM PARTS WHEN QUALITY COUNTS!!

**CORRESPONDENCE DATA**

Fax Number: 6129778650  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 612-977-8483  
 Email: sbourdaux@briggs.com  
 Correspondent Name: Sarina Bourdaux, Paralegal  
 Address Line 1: 80 South Eighth Street  
 Address Line 2: 2200 IDS Center  
 Address Line 4: Minneapolis, MINNESOTA 55402

CH \$90.00 2284469

ATTORNEY DOCKET NUMBER:	33324.91
NAME OF SUBMITTER:	Marcus A. Ploeger, Esq.
Signature:	/MARCUS A. PLOEGER, ESQ./
Date:	12/04/2012
Total Attachments: 6 source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif source=IP Security Agreement#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of November 30, 2012 by and among NORTHSTAR MEZZANINE PARTNERS V L.P., a Delaware limited partnership (together with its successors and assigns, "Grantee"), TRIM PARTS ACQUISITION CORP., a Delaware corporation ("Grantor").

### RECITALS

WHEREAS, Grantor owns, or will own, the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor owns, or will own, the patents, patent registrations, and patent applications listed on Schedule 2 annexed hereto, and is a party to the patent licenses listed on Schedule 2 annexed hereto; and

WHEREAS, Grantor and Grantee are parties to a Note Purchase Agreement, dated on or about the date hereof (as the same may be amended and in effect from time to time, the "Note Purchase Agreement"), providing for the purchase by Grantee from Borrower of certain promissory notes in the aggregate original principal amount of \$8,500,000; and

WHEREAS, pursuant to the terms of the Security Agreement (as defined in the Note Purchase Agreement), dated on or about the date hereof by and between Grantee and Grantor (as the same may be amended and in effect from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in all or substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications, Trademark Licenses (as defined in the Security Agreement), Patents (as defined in the Security Agreement), Patent registrations, Patent applications, Patent Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks and Patents, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Note Purchase Agreement and the other Credit Documents (as defined in the Note Purchase Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "IP Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in

Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License;

(3) each Patent, Patent registration and Patent application including, without limitation, the Patents, Patent registrations (together with any reissues, continuations or extensions thereof) and Patent applications referred to in Schedule 2 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, Patent registration and Patent application;

(4) each Patent License referred to in Schedule 2 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Patent License; and

(5) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, (b) infringement or dilution of any Patent or Patent registration including, without limitation, the Patents and Patent registrations referred to in Schedule 2 annexed hereto, the Patent registrations issued with respect to the Patent applications referred in Schedule 2 and the Patents licensed under any Patent License, or (c) injury to the goodwill associated with any Trademark, Trademark registration, Trademark licensed under any Trademark License, Patent, Patent registration or Patent licensed under any Patent License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank;  
signature pages follow]

IN WITNESS WHEREOF, Grantors have caused this Intellectual Property Security Agreement to be duly executed by its duly authorized officer thereunto as of the day and year first above written.

GRANTOR:

TRIM PARTS ACQUISITION CORP.,  
a Delaware corporation

By: *Brent Paris*  
Name: Brent L. Paris  
Title: President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ACKNOWLEDGED AND ACCEPTED ON  
THE DATE FIRST WRITTEN ABOVE:

NORTHSTAR MEZZANINE PARTNERS V L.P.,  
a Delaware limited partnership

By: Northstar Capital, LLC  
Its: General Partner

By:   
Name: Charles L. Schroeder  
Title: Managing Partner

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**Schedule 1 to  
Intellectual Property Security Agreement**

TRADEMARK REGISTRATIONS

MARK	REG. NO.	DATE	FIRST USE	GOODS
CMD ®	2,284,469	10/12/99		C1 12—replacement and restoration parts for automotive vehicles
Trim Parts When Quality Counts ®	1,755,170	3/2/03		C1 12—auto accessories, namely, moldings and insignias

TRADEMARK APPLICATIONS

MARK	REG. NO.	DATE	FIRST USE	GOODS
Trim Parts When Quality Counts ™	85/080,544	7/08/10		C1 12—automobile accessories, namely, replacement body moldings and insignias

TRADEMARK LICENSES

None

COMMON LAW TRADEMARKS

None

**Schedule 2 to  
Intellectual Property Security Agreement**

PATENT REGISTRATIONS

None

PATENT APPLICATIONS

None

PATENT LICENSES

None