

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
Automotive Technologies, Inc.		12/03/2012	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA

Name:	Bank of Montreal
Street Address:	595 Burrard Street, 6th Floor
City:	Vancouver, British Columbia
State/Country:	BRITISH COLUMBIA
Postal Code:	V7X 1L7
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	2336387	WIRELESS ZONE
Registration Number:	2881710	WIRELESS ZONE FOUNDATION FOR GIVING
Registration Number:	2139503	WIRELESS ANYWHERE
Registration Number:	2393726	WIRELESS ANYWHERE
Registration Number:	2550880	WIRELESS ZONE
Registration Number:	2568161	WIRELESS ZONE
Registration Number:	2852582	SAFETY ZONE USE YOUR PHONE SAFELY WHILE DRIVING
Registration Number:	2854985	WIRELESS DATA ZONE
Registration Number:	2881706	WIRELESS ZONE
Registration Number:	2881707	WIRELESS ZONE
Registration Number:	2881708	WIRELESS ZONE
Registration Number:	2881709	WIRELESS ZONE
Registration Number:	2881711	WIRELESS ZONE
Registration Number:	2938270	NATIONAL STRENGTH, PERSONAL SERVICE

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Registration Number:	3017477	NATIONAL STRENGTH, PERSONAL SERVICE
Registration Number:	3012906	WIRELESS ZONE
Registration Number:	3022935	WIRELESS ZONE
Registration Number:	3022936	WIRELESS ZONE
Registration Number:	3022937	WIRELESS ZONE
Registration Number:	3231491	WIRELESS ZONE HOT SPOT
Registration Number:	3386888	DIGO
Registration Number:	3617563	WIRELESS ZONE
Registration Number:	3953877	WIRELESS ZONE
Registration Number:	3957041	WIRELESS ZONE
Registration Number:	3957042	WIRELESS ZONE
Registration Number:	4051612	WIRELESS ZONE
Registration Number:	4122177	4G ZONE
Registration Number:	3441636	MIND OVER FATTER
Serial Number:	85062895	WIRELESS ZONE
Serial Number:	85657474	ZONE
Serial Number:	85657463	ZONE
Serial Number:	85653116	CELLULAR CHLOE
Serial Number:	85653103	CELLULAR CHLOE
Serial Number:	85653084	CELLULAR CHLOE

**CORRESPONDENCE DATA**

Fax Number: 3128035299  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: (312) 845-3430  
Email: kalwa@chapman.com  
Correspondent Name: Richard Kalwa  
Address Line 1: 111 West Monroe Street  
Address Line 2: Chapman and Cutler LLP  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1983386

**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Richard Kalwa

Signature:

/richard kalwa/

Date:

01/07/2013

Total Attachments: 7

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## TRADEMARK COLLATERAL AGREEMENT

This 3 day of DECEMBER, 2012, Automotive Technologies, Inc., a Connecticut corporation ("*Debtor*") with its principal place of business and mailing address at 34 Industrial Park Place Middletown, CT 06457, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal ("*BMO*"), with its mailing address at 595 Burrard Street, 6<sup>th</sup> Floor, Vancouver, BC V7X 1L7, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;


to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of October 25, 2012 (such Security Agreement, as the same may from time to time be amended, modified or restated, including supplements thereto which add additional parties as Debtors thereunder, being hereinafter referred to as the "*Security Agreement*") by and among the Debtor, certain affiliates of the Debtor, and the Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

AUTOMOTIVE TECHNOLOGIES, INC.

By   
Name Kevin Lacroix  
Title Managing Director

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

[Signature Page to Trademark Collateral Agreement]


IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

AUTOMOTIVE TECHNOLOGIES, INC.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL

By  \_\_\_\_\_  
Name \_\_\_\_\_ Robert Tuck  
Title \_\_\_\_\_ Senior Relationship Manager  
Corporate Finance

[Signature Page to Trademark Collateral Agreement]

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

<b>MARK</b>	<b>COUNTRY</b>	<b>OWNER</b>	<b>STATUS</b>	<b>APP. OR REG. NO.</b>	<b>APP. OR REG. DATE</b>
Wireless Zone word mark class 038	United States	Automotive Technologies, Inc.	Registered	2,336,387	3/28/2000
Wireless Zone Foundation for Giving class 036	United States	Automotive Technologies, Inc.	Registered	2,881,710	9/7/2004
WIRELESS ANYWHERE word mark class 038	United States	Automotive Technologies, Inc.	Registered	2,139,503	2/24/1998
WIRELESS ANYWHERE and Design class 038	United States	Automotive Technologies, Inc.	Registered	2,393,726	10/10/2000
WIRELESS ZONE "Y2K" Design horizontal class 035, 038	United States	Automotive Technologies, Inc.	Registered	2,550,880	3/19/2002
WIRELESS ZONE "Y2K" Design - vertical class 035, 038	United States	Automotive Technologies, Inc.	Registered	2,568,161	5/7/2002
SAFETY ZONE & Design class 035	United States	Automotive Technologies, Inc.	Registered	2,852,582	6/15/2004
WIRELESS DATA ZONE word mark class 035, 038	United States	Automotive Technologies, Inc.	Registered	2,854,985	6/15/2004
"Wireless Zone" class 016 pens	United States	Automotive Technologies, Inc.	Registered	2,881,706	9/7/2004
"Wireless Zone" class 021 water bottles	United States	Automotive Technologies, Inc.	Registered	2,881,707	9/7/2004
"Wireless Zone" class 025 clothing	United States	Automotive Technologies, Inc.	Registered	2,881,708	9/7/2004
"Wireless Zone" charitable fundraising & charitable services class 036	United States	Automotive Technologies, Inc.	Registered	2,881,709	9/7/2004



"Wireless Zone" class 028 balloons	United States	Automotive Technologies, Inc.	Registered	2,881,711	9/7/2004
NATIONAL STRENGTH, PERSONAL SERVICE - class 035	United States	Automotive Technologies, Inc.	Registered	2,938,270	4/5/2005
NATIONAL STRENGTH, PERSONAL SERVICE - class 035	United States	Automotive Technologies, Inc.	Registered	3,017,477	11/22/2005
"Wireless Zone" accessories for telecommunications equipment class 009	United States	Automotive Technologies, Inc.	Registered	3,012,906	11/8/2005
"Wireless Zone" class 035 retail telecommunications & electronics stores	United States	Automotive Technologies, Inc.	Registered	3,022,935	12/6/2005
"Wireless Zone" horizontal logo class 35	United States	Automotive Technologies, Inc.	Registered	3,022,936	12/6/2005
"Wireless Zone" stacked logo class 35	United States	Automotive Technologies, Inc.	Registered	3,022,937	12/6/2005
"Wireless Zone Hot Spot" logo class 038	United States	Automotive Technologies, Inc.	Registered	3,231,491	4/17/2007
"Digo" word mark, class 38	United States	Automotive Technologies, Inc.	Registered	3,386,888	2/19/2008
"Wireless Zone" class 038 internet services	United States	Automotive Technologies, Inc.	Registered	3,617,563	5/5/2009
"Wireless Zone" class 036 extended warranties	United States	Automotive Technologies, Inc.	Registered	3,953,877	5/3/2011
"Wireless Zone" class 016 printed training materials	United States	Automotive Technologies, Inc.	Registered	3,957,041	5/10/2011
"Wireless Zone" class 035 franchise services	United States	Automotive Technologies, Inc.	Registered	3,957,042	5/10/2011
"Wireless Zone" class 009 training materials, class 041 educational services	United States	Automotive Technologies, Inc.	Registered	4,051,612	11/8/2011
"4G Zone" word mark class 035	United States	Automotive Technologies, Inc.	Registered	4,122,177	4/3/2012

Mind Over Fatter, class 16	United States	Automotive Technologies, Inc.	Registered	3,441,636	6/3/2008
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**FEDERAL TRADEMARK APPLICATIONS**

"Wireless Zone" class 037 cell phone repair services	United States	Automotive Technologies, Inc.	Notice of Allowance	85/062,895	4/12/2011
ZONE, class 38	United States	Automotive Technologies, Inc.	Notice of Publication	85/657,474	12/12/2012
ZONE, class 35	United States	Automotive Technologies, Inc.	Notice of Publication	85/657,463	12/12/2012
Cellular Chloe, class 38	United States	Automotive Technologies, Inc.	Notice of Publication	85/653,116	12/5/2012
Cellular Chloe, class 35	United States	Automotive Technologies, Inc.	Notice of Publication	85/653,103	12/5/2012
Cellular Chloe, class 41	United States	Automotive Technologies, Inc.	Notice of Publication	85/653,084	12/5/2012