

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
AP Exhaust Technologies, Inc.		03/28/2013	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	301 Fayetteville St.
Internal Address:	Suite 1000
City:	Raleigh
State/Country:	NORTH CAROLINA
Postal Code:	27601
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	1516307	MSL BIG MAX
Registration Number:	1317984	SILENTONE
Registration Number:	1604348	MODULARAK
Registration Number:	1316608	MERIT
Registration Number:	2037427	MAX-FIT
Registration Number:	2426737	CHALLENGE
Registration Number:	2426735	CHALLENGE PREMIUM MUFFLER LINE
Serial Number:	76711080	ANSA
Serial Number:	76711317	ANSA SPORT
Registration Number:	1151635	ANSA MARMITTE
Serial Number:	76711325	OUR PRODUCT LINE IS EXHAUSTIVE
Registration Number:	1567021	XLERATOR
Registration Number:	1269748	MSL

OP \$740.00 1516307

Registration Number:	2426736	BIG MAX
Registration Number:	2846018	TRUCKEX
Registration Number:	3159602	AP
Registration Number:	3167215	MERIT
Registration Number:	3175898	AP
Registration Number:	3429096	MSL MAXIMUM
Registration Number:	3545676	ENFORCER
Registration Number:	1649420	SILENTONE PLUS
Registration Number:	2493182	XLERATOR PERFORMANCE EXHAUST
Registration Number:	2502113	THE SOUND OF ACCELERATION
Registration Number:	3037185	XSS
Registration Number:	3944422	CLEAN BY DESIGN
Registration Number:	1528145	ANSA
Serial Number:	76711324	SILVERLINE
Registration Number:	1581389	ROADMATES
Registration Number:	1581390	ROADMATES

CORRESPONDENCE DATA

Fax Number: 9197831075
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 919-783-2802
Email: johale@poynerspruill.com
Correspondent Name: John W. O'Hale
Address Line 1: 301 Fayetteville St.
Address Line 2: Suite 1900
Address Line 4: Raleigh, NORTH CAROLINA 27601

NAME OF SUBMITTER:	John W. O'Hale
Signature:	/John W. O'Hale/
Date:	03/28/2013

Total Attachments: 16
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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the "Agreement"), dated as of March 28, 2013 is entered into by and between **AP EXHAUST TECHNOLOGIES, INC.**, a North Carolina corporation (the "Pledgor"), and **PNC BANK, NATIONAL ASSOCIATION** (the "Bank").

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and among the Pledgor as borrower, the Guarantors from time to time party thereto and the Bank (all as defined in the Credit Agreement), the Bank has agreed to provide certain loans to the Pledgor, and the Pledgor has agreed, among other things, to grant a security interest to the Bank in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in State of North Carolina as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by each Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Debt" shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of each and every Pledgor to the Bank, or any Affiliate of the Bank in connection with a Bank-Provided Interest Rate Hedge (such Affiliate, an "IRH Provider"), under the Credit Agreement or any of the other Loan Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every one of the Pledgors to the Bank, or any IRH Provider, now existing or hereafter incurred under the Credit Agreement or the Notes or the Guaranty Agreement or any

of the other Loan Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Borrower and the Pledgors or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of each and every Pledgor with respect to any one or more Letters of Credit issued by the Bank; (iii) all indebtedness, loans, obligations, expenses and liabilities of each and every of the Pledgors to the Bank, or any IRH Provider, arising out of any Bank-Provided Interest Rate Hedge provided by the Bank or such IRH Provider pursuant to the Credit Agreement; and (iv) any sums advanced by the Bank or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, or any other Loan Documents or pursuant to any other document or instrument at any time delivered to the Bank in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Debt.

2. To secure the full payment and performance of all Debt, each Pledgor hereby grants, and conveys a security interest to the Bank in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor jointly and severally covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by Pledgor not to sue third persons;

(d) such Pledgor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;

(g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Section 11 hereof

(h) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice the Bank;

(i) such Pledgor will not change its name without providing thirty (30) days prior written notice to the Bank; and

(j) such Pledgor shall preserve its corporate existence and except as permitted by the Credit Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (ii) sell all or substantially all of its assets.

4. Each of the obligations of each Pledgor under this Agreement is joint and several.

The Bank may, in its sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Bank shall not be a defense to any action the Bank may elect to take against any Pledgor. The Bank hereby reserves all right against each Pledgor.

5. Pledgor agrees that, until all of the Debt shall have been indefeasibly satisfied in full, the Revolving Credit Commitment has terminated and the Letters of Credit have expired, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Pledgor's obligations under this Agreement, without the Bank's prior written consent which shall not be unreasonably withheld except Pledgor may license technology in the ordinary course of business without the Bank's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.

6. If, before the Debt shall have been indefeasibly satisfied in full and the Revolving Credit Commitment has terminated and the Letters of Credit have expired, Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to the Bank prompt notice thereof in writing. Each Pledgor and the Bank agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark

applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

7. The Bank shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Bank may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Bank shall designate by notice to the Pledgors, in Raleigh, North Carolina or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Debt as the Bank, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Debt shall be paid over to Pledgors. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Bank may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

8. If any Event of Default shall have occurred and be continuing, Pledgor hereby authorizes and empowers the Bank to make, constitute and appoint any officer or agent of the Bank, as the Bank may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Bank to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

9. At such time as Pledgors shall have indefeasibly paid in full all of the Debt and the Revolving Credit Commitment shall have terminated and the Letters of Credit have expired, this Agreement shall terminate and the Bank shall execute and deliver to Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in Pledgor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Bank pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by the Bank in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Pledgor within fifteen (15) days of demand by the Bank, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the Credit Agreement.

11. Pledgor shall have the duty, through counsel reasonably acceptable to the Bank, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Debt shall have been indefeasibly paid in full and the Revolving Credit Commitment shall have terminated, and the Letters of Credit have expired, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Pledgors. No Pledgor shall abandon any Patent, Trademark or Copyright without the consent of the Bank, which shall not be unreasonably withheld.

12. Each Pledgor shall have the right, with the consent of the Bank, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Bank, if necessary, as a party to such suit so long as the Bank is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Bank for all damages, costs and expenses, including reasonable legal fees, incurred by the Bank as a result of such suit or joinder by such Pledgor.

13. No course of dealing between Pledgor and the Bank, nor any failure to exercise nor any delay in exercising, on the part of the Bank, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. All of the Bank's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such

jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 6.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that Pledgor may not assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

18. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of North Carolina without regard to its conflicts of law principles.

19. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any North Carolina State or Federal Court sitting in Raleigh, North Carolina, in any action or proceeding arising out of or relating to this Agreement, and Pledgors hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such North Carolina State or Federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding. Each Pledgor hereby appoints the process agent identified below (the "Process Agent") as its agent to receive on behalf of such party and its respective property service of copies of the summons and complaint and any other process which may be served in any action or proceeding. Such service may be made by mailing or delivering a copy of such process to any of the Pledgors in care of the Process Agent at the Process Agent's address, and each of the Pledgors hereby authorizes and directs the Process Agent to receive such service on its behalf. Each Pledgor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions (or any political subdivision thereof) by suit on the judgment or in any other manner provided by law. Each Pledgor further agrees that it shall, for so long as the Revolving Credit Commitment or any obligation of any Loan Party to the Bank remains outstanding, continue to retain Process Agent for the purposes set forth in this Section 19. The Process Agent is AP Exhaust Technologies, Inc., with an office on the date hereof at 300 Dixie Trail, Goldsboro, North Carolina 27530, United States. Each Pledgor shall produce to the Bank evidence of the acceptance by Process Agent of such appointment.

20. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy transmission to the Bank of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

21. Dispute Resolution.

(a) Arbitration of Disputes. Each Pledgor and the Bank shall submit any and all disputes arising out of or relating to this Agreement or any other Loan Document or the

breach thereof (a "Dispute") to binding arbitration pursuant to and in accordance with the American Arbitration Association ("AAA") Commercial Arbitration Rules and, where applicable, the Supplementary Rules for Large, Complex Commercial Disputes, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted in Raleigh, North Carolina. The procedures specified herein shall be the sole and exclusive procedures for the resolution of Disputes; provided, however, that nothing contained in this Section shall limit the right of the any Pledgor or the Bank to: (i) exercise self-help remedies including, without limitation, setoff; (ii) initiate judicial or non-judicial foreclosure against any real or personal property collateral; (iii) exercise any judicial or power of sale rights; or (iv) seek any other provisional or ancillary remedies, such as preliminary injunctive relief, from a court having jurisdiction, before, during or after the pendency of any arbitration proceeding. The institution and maintenance of any action for such judicial relief, or pursuit of provisional or ancillary remedies, shall not constitute a waiver of the right or obligation of any party to submit any claim or dispute to arbitration.

(b) Motion Practice. In any arbitration hereunder, the arbitrator(s) shall decide any pre-hearing motions which are substantially similar to pre-hearing motions to dismiss for failure to state a claim or motions for summary adjudication.

(c) Discovery. Discovery shall be limited to the pre-hearing exchange of all documents which any Pledgor and the Bank intend to introduce at the hearing and any expert reports prepared by any expert who will testify at the hearing.

(d) Sequential Hearing Days. At the administrative conference conducted by the AAA, each Pledgor and the Bank and the AAA shall determine how to ensure that the hearing is started and completed on sequential hearing days. Potential arbitrators shall be informed of the anticipated length of the hearing and they shall not be subject to appointment unless they agree to abide by the parties' intent that, absent exigent circumstances, the hearing shall be conducted on sequential days.

(e) Award. The award of the arbitrator(s) shall be accompanied by a statement of the reasons upon which such award is based.

(f) Fees and Expenses. Each Pledgor and the Bank shall bear equally all fees and costs and expenses of the arbitration, and each shall bear its own legal fees and expenses and the costs of its experts and witnesses; provided, however, that if the arbitration panel shall award to a party substantially all relief sought by such party, then, notwithstanding any applicable governing law provisions, the other party shall pay all costs, fees and expenses incurred by the prevailing party and such costs, fees and expenses shall be included in such award.

(g) Confidentiality of Disputes. The entire procedure shall be confidential and none of the parties nor arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the written consent of all parties to the Dispute, except (i) to the extent disclosure is required to enforce any applicable arbitration award or may otherwise be required by law and (ii) that either party may make such disclosures to its regulators, auditors,

accountants, attorneys and insurance representatives. No conduct, statements, promises, offers, views, or opinions of any party involved in an arbitration hereunder shall be discoverable or admissible for any purposes in litigation or other proceedings involving the parties to the Dispute and shall not be disclosed to anyone not an agent, employee, expert, witness, or representative for any of such parties.

22. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 10.5 of the Credit Agreement.

23. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Bank hereunder and under the other Loan Documents, because the Bank's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Bank's rights (i) to inspect the books and records related to the Pledged Collateral, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Pledged Collateral, (iv) to enforce the provisions hereof pursuant to which such Pledgor has appointed the Bank its attorney-in-fact, and (v) to enforce the Bank's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

**[SIGNATURE PAGE 1 OF 1 TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]**

The parties hereto have caused this Agreement to be executed under seal by their respective officers or agents thereunto duly authorized, as of the date first above written.

PLEDGOR:

AP EXHAUST TECHNOLOGIES, INC.,
a North Carolina corporation

By: Evangelos P. Proimos (SEAL)
Name: Evangelos P. Proimos
Title: President

BANK:

PNC BANK, NATIONAL ASSOCIATION

By: _____ (SEAL)
Name: Richard Marshall
Title: Vice President

**[SIGNATURE PAGE 1 OF 1 TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]**

The parties hereto have caused this Agreement to be executed under seal by their respective officers or agents thereunto duly authorized, as of the date first above written.

PLEDGOR:

AP EXHAUST TECHNOLOGIES, INC.,
a North Carolina corporation

By: _____ (SEAL)
Name: Evangelos P. Proimos
Title: President

BANK:

PNC BANK, NATIONAL ASSOCIATION

By: _____ (SEAL)
Name: Richard Marshall
Title: Vice President

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS

1. Registered Patents:

Description of Patent	Application No.	Registration No.	Issue Date	Country of Registration
EXHAUST MUFFLER WITH STAMP FORMED INTERNAL ASSEMBLY	2000482776	6,341,664	01/29/2002	U.S.
EXHAUST MUFFLER WITH STAMP FORMED INTERNAL ASSEMBLY	2,315,970	2,315,970	Unknown	CANADA

2. **Trademarks:**

U.S. Trademarks:

Description of Mark	Registration No.	Serial No.	Registration Date
MSL BIG MAX	1,516,307	73/673,707	12/13/1988
SILENTONE	1,317,984	73/451,599	02/05/1985
MODULARAK & DESIGN	1,604,348	73/832,498	07/03/1990
MERIT	1,316,608	73/455,255	01/29/1985
MAX-FIT	2,037,427	74/496,528	02/11/1997
CHALLENGE	2,426,737	75/879,354	02/06/2001
CHALLENGE PREMIUM MUFFLER LINE	2,426,735	75/879,352	02/06/2001
ANSA	Pending; Published for opposition 01/22/2013	76/711,080	Application filing date 03/30/2012
ANSA SPORT	Pending; Published for opposition 01/22/2013	76/711,317	Application filing date 04/23/2010
ANSA MARMITTE & DESIGN	1,151,635	73/181,876	04/21/1981
OUR PRODUCT LINE IS EXHAUSTIVE	Pending	76/711,325	Application filing date 04/23/2012
XLERATOR	1,567,021	73/790,958	11/21/1989
MSL	1,269,748	73/412,427	03/13/1984

BIG MAX	2,426,736	75/879,353	02/06/2001
TRUCKEX	2,846,018	76/456,428	05/25/2004
AP	3,159,602	76/627,729	10/17/2006
MERIT	3,167,215	76/643,697	11/07/2006
AP (STYLIZED)	3,175,898	76/652,144	11/28/2006
MSL MAXIMUM	3,429,096	76/672,939	05/20/2008
ENFORCER	3,545,676	76/687,311	12/16/2008
SILENTONE PLUS	1,649,420	74/091,897	07/02/1991
XLERATOR PERFORMANCE EXHAUST (STYLIZED)	2,493,182	75/680,653	09/25/2001
THE SOUND OF ACCELERATION	2,502,113	76/207,458	10/30/2001
XSS	3,037,185	76/580,739	01/03/2006
CLEAN BY DESIGN	3,944,422	76/701,519	04/12/2011
ANSA	1,528,145	73/739,637	03/07/1989
SILVERLINE	Pending	76/711,324	Application filing date 04/23/2012
ROADMATES & DESIGN	1,581,389	73/784,158	02/06/2000
ROADMATES	1,581,390	73/784,160	02/06/2000

Foreign Trademarks:

Description of Mark	Registration No.	Application Serial No.	Registration Date	Country(ies) of Registration
ANSA	Pending	Pending	Pending	Canada
ANSA	Pending, to be registered pursuant to Madrid Protocol	Pending	Pending	TBD
AP	Pending	Pending	Pending	Mexico
AP	Pending	Pending	Pending	Mexico
MSL MAXIMUM	682,520	1,222,732	02/27/2007	Canada
TRUCKEX	611,399	1,161,881	05/28/2004	Canada
MSL	682,282	1,222,733	02/23/2007	Canada
AP	TMA 702,616	1,310,561	12/07/2007	Canada
AP	0 947 124, registered pursuant to Madrid Protocol	N/A	12/03/2007	Belarus, Croatia, EU Community, Germany, Norway, Switzerland, Ukraine

3. **Trade Names:**

NONE

4. Copyrights:

NONE