

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**  
SPECTRA PREMIUM INDUSTRIES INC.  
LES INDUSTRIES SPECTRA PREMIUM INC.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation  
 Limited Liability Company

Citizenship: Canada  
Execution Date(s) April 29, 2013  
Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  
Additional names, addresses, or citizenship attached?  No

Name: WELLS FARGO CAPITAL FINANCE CORPORATION  
CANADA

Street Address: 40 King Street West, Suite 2500  
City: Toronto  
State: Ontario  
Country: Canada                      Zip: M5H 3Y2

Association Citizenship:  
 General Partnership Citizenship:  
 Limited Partnership Citizenship:  
 Corporation Citizenship: Ontario  
 Other \_\_\_ Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance:**

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) See Page 1 of Attached Schedule  
B. Trademark Registration No.(s) See Page 1 of Attached Schedule

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

**5. Name address of party to whom correspondence concerning document should be mailed:**  
Name: Susan O'Brien

Internal Address: CT Lien Solutions  
Street Address: 187 Wolf Road, Suite 101  
City: Albany  
State: NY                      Zip: 12205  
Phone Number: 800-342-3676  
Fax Number: 800-962-7049  
Email Address: cls-udsalbany@wolterskluwer.com

**6. Total number of applications and registrations involved:** 2 US Marks

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 65.00  
 Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card                      Last 4 Numbers 1868  
Expiration Date 06/15

b. Deposit Account Number  
Authorized User Name:

**9. Signature:** Kareem Ansley                      May 1, 2013  
Signature                      Date


Kareem Ansley  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$65.00 78861977

**INTELLECTUAL PROPERTY  
LIST OF TRADE-MARKS REGISTERED  
WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE**

TRADE-MARK	DESCRIPTION	OWNER	REGISTRATION NUMBER	ISSUANCE DATE	REGISTRATION DATE	ATTORNEY	STATUS
<b>SPECTRA PREMIUM</b>	Air compressors for vehicles; ignition parts for internal combustion engines for land vehicles, namely, condensers, radiator components for land vehicles in the nature of heater cores, land vehicle parts namely fuel pumps, oil pans, exhaust manifolds, and radiators.  Electric accumulators for land vehicles.  Land vehicle parts, namely, cooling evaporators.  Land vehicle parts, namely, fuel tanks and blower motors.	Spectra Premium Industries Inc.	78861977	April 14, 2006		Lynne Boisineau McDermott Will & Emery LLP	LIVE
<b>CERTICOOL &amp; DESIGN</b> 	Air conditioner components and replacement parts, namely, heaters, air conditioner compressors, air conditioner hoses, accumulators, expansion devices, evaporators, and air conditioner accessories, namely, fittings, switches, relays, filters, adapters, o-rings and retrofit kits.  January 30, 2003	Spectra Premium Industries Inc.	76405749	May 10, 2002	July 20, 2004	Kimberley B. Herman, Esq. Sullivan & Worcester LLP	No longer used - To be abandoned

U.S. Patent Applications #12/325 051 filed November 28, 2008 re: "Fuel tank shell with structural support".

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 29<sup>th</sup> day of April 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO CAPITAL FINANCE CORPORATION CANADA ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 29, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and by and among Les Industries Spectra Premium Inc./Spectra Premium Industries Inc. and Spectra Premium (USA) Corp., as borrowers (each, individually, a "Borrower" and collectively, "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of April 29, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule J to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule J shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

LES INDUSTRIES SPECTRA PREMIUM  
INC./SPECTRA PREMIUM INDUSTRIES INC.

By:   
Name: Denis Poirier  
Title: Executive Vice President and  
Chief Financial Officer

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

WELLS FARGO CAPITAL FINANCE  
CORPORATION CANADA

By:   
Name:  
Title:

*(Signature Page - Trademark Security Agreement)*



TRADEMARK  
REEL: 005023 FRAME: 0787

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

(See attached)


**LIST OF TRADE-MARKS REGISTERED WITH THE  
CANADIAN INTELLECTUAL PROPERTY OFFICE**

TRADE-MARK	DESCRIPTION	CLASS	APPLICANT	SPRINKLING DATE FOR SERVICE	REGISTRATION NUMBER	REGISTRATION NUMBER	STATUS
SPI & DESIGN 	Parts and components for automotive vehicles, namely radiators, condensers, heating units, automotive lights and industrial lights; automobile parts and components, namely fuel tanks, fuel sender units and oil pans.	January 1999	Spectra/ Premium Industries Inc	Stikeman Elliott LLP Suite 1600 50 O'Connor Street Ottawa, ON K1P 6L2	1212856	TMA 644886	Registered on July 25, 2006  Renewal date: July 25, 2020
SPECTRA PREMIUM	Parts and components for motor vehicles, namely fuel tanks, fuel level sensors, oil pans.	Feb. 1993	Spectra/ Premium Industries Inc	Stikeman Elliott LLP Suite 1600 50 O'Connor Street Ottawa, ON K1P 6L2	1212857	TMA 669924	Registered August 7, 2006  Renewal date: August 7, 2021
CERTICOOL & DESIGN 	Auto replacement and heat transfer products, namely accumulators/driers; air conditioner accessories namely adapters, filters, fittings, o-rings, relays, retrofit kits, switches and universal components; blower motors; cabin air filters; clutches; compressors; condensers; evaporators; expansion devices; gaskets; heater valves; heat risers; hose assemblies; iclens; radiators; radiator fan motors; transmission coolers; and water outlets.	March 17, 2004	Spectra/ Premium Industries Inc.	Stikeman Elliott LLP Suite 1600 50 O'Connor Street Ottawa, ON K1P 6L2	1122049	TMA 608,153	Registered on April 21, 2004  No longer used - To be abandoned

Patent application filed in Canada on November 28, 2008 (see US Patent application details).



**LIST OF TRADE-MARKS REGISTERED WITH THE  
CANADIAN INTELLECTUAL PROPERTY OFFICE**

TRADE-MARK	DESCRIPTION IN FRENCH	CLASS	APPLICANT	REGISTRATION NO.	REGISTRATION DATE	STATUS
<b>RADIATEUR PRO-INTIER &amp; DESIGN</b> 	Exploitation d'une entreprise offrant des services de vente de radiateurs, de chaudières, de réservoirs à essence et de condenseurs; services de garantie sur les pièces ci-haut mentionnées	25	Former: Radiateur Laniel Lée  Current: 3494416 Canada Inc.	0715631	TMA 443,085	REGISTERED  No longer used - To be abandoned
<b>THE GREAT CANADIAN RADIATOR &amp; DESIGN</b>	Automotive and Industrial Radiators and parts thereof namely heater cores, side plates headers and tubes	25	Canadian Automotive Radiator Exchange and Manufacturing Limited		TMA 237561	REGISTERED