

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
Auto Meter Products, Inc.		05/31/2013	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Cole Taylor Bank		
Street Address:	9550 W. Higgins Road		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	1497472	AUTO GAGE	
Registration Number:	1683615	AUTO METER	
Registration Number:	1732643	AUTO METER COMPETITION INSTRUMENTS	
Registration Number:	1875140	PHANTOM	
Registration Number:	1967655	ULTRA-LITE	
Registration Number:	2370310	PRO-LITE	
Registration Number:	2564743		
Registration Number:	2652966	PROPARTS	
Registration Number:	2690587	WEDGE	
Registration Number:	2756383	BATTERY EXTENDER	
Registration Number:	2883435		
Registration Number:	3076477		
Registration Number:	3105738	SPEK	
Registration Number:	3221394	C2	

Registration Number:	3251019	
Registration Number:	3274254	NEXUS
Registration Number:	3455688	SULLY
Registration Number:	3506818	WIDE ANGLE DIAL
Registration Number:	3711089	STACK
Registration Number:	3759773	AUTO METER
Registration Number:	3912688	AUTO GAGE

CORRESPONDENCE DATA

Fax Number: 3125584380

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

Phone: 312-849-3672

Email: scanoy@mcguirewoods.com

Correspondent Name: Salina R. Canoy

Address Line 1: 77 W. Wacker Drive

Address Line 2: Suite 4100

Address Line 4: Chicago, ILLINOIS 60601-1818

ATTORNEY DOCKET NUMBER:	2054423.0118
NAME OF SUBMITTER:	Salina R. Canoy
Signature:	/Salina R. Canoy/
Date:	06/12/2013

Total Attachments: 8

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PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "**Agreement**") dated as of May 31, 2013, is made by AUTO METER PRODUCTS, INC., an Illinois corporation ("**AMP**"), and DEDENBEAR PRODUCTS, INC., a California corporation ("**Dedenbear**," and together with AMP, the "**Grantors**" and each a "**Grantor**"), in favor of COLE TAYLOR BANK, an Illinois corporation ("**Bank**").

A. Grantors, Bank and certain other parties are parties to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "**Loan Agreement**"), pursuant to which Bank has agreed to extend loans and other financial accommodations to Grantors and Grantors have granted to Bank a security interest in substantially all the assets of Grantors, including all right, title, and interest of Grantors in, to, and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications, and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Loan Agreement.

B. Pursuant to the Loan Agreement, Grantors are required to execute and deliver this Agreement to Bank.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Loan Agreement, each Grantor does hereby grant to Bank a continuing security interest in all of such Grantor's right, title, and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application of such Grantor, including, without limitation, each trademark and trademark application of such Grantor referred to in **Schedule 1** annexed hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (2) each trademark license of such Grantor, including, without limitation, each trademark license of such Grantor listed on **Schedule 1** annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in **Schedule 1** annexed hereto, any trademark issued pursuant to a trademark application referred to in **Schedule 1** annexed hereto and any trademark licensed under any trademark license listed on **Schedule 1** annexed hereto (items (1) through (3) being herein collectively referred to as the "**Trademark Collateral**");
- (4) each patent and patent application of such Grantor, including, without limitation, each patent and patent application of such Grantor referred to in **Schedule 2** annexed hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (5) each patent license of such Grantor, including, without limitation, each patent license of such Grantor listed on **Schedule 2** annexed hereto, together with all goodwill associated therewith;

- (6) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in *Schedule 2* annexed hereto, any patent issued pursuant to a patent application referred to in *Schedule 2* annexed hereto and any patent licensed under any patent license listed on *Schedule 2* annexed hereto (items (4) through (6) being herein collectively referred to as the "*Patent Collateral*").

This security interest is granted in conjunction with the security interests granted to Bank pursuant to the Loan Agreement and subject to limitations set forth therein. Grantors hereby acknowledge and affirm that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed to them in the Loan Agreement.

[SIGNATURE PAGE FOLLOWS]

Each Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

AUTO METER PRODUCTS, INC.,
an Illinois corporation

By: 

Name: Jeffrey G. King

Title: President

DEDENBEAR PRODUCTS, INC.,
a California corporation

By: 

Name: Jeffrey G. King

Title: President

Acknowledged:

COLE TAYLOR BANK,
an Illinois banking corporation

By: _____

Name: Melissa Bleiweis

Title: Senior Vice President

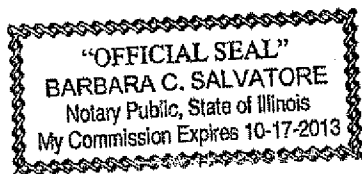
Patent and Trademark Security Agreement

W8148325

TRADEMARK
REEL: 005046 FRAME: 0107

STATE OF Illinois)
COUNTY OF DeKalb) ss

On this 31st day of May 2013, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Auto Meter Products, Inc., and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

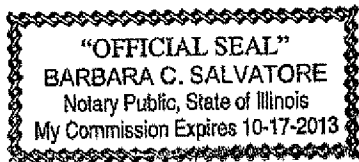


Barbara C Salvatore
Notary Public

STATE OF Illinois)
COUNTY OF DeKalb) ss

On this 31st day of May 2013, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Dedenbear Products, Inc., and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Barbara C Salvatore
Notary Public



Each Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

AUTO METER PRODUCTS, INC.,
an Illinois corporation

By: _____
Name: Jeffrey G. King
Title: President

DEDENBEAR PRODUCTS, INC.,
a California corporation

By: _____
Name: Jeffrey G. King
Title: President

Acknowledged:







COLE TAYLOR BANK,
an Illinois banking corporation



By: Melissa Bleiweis
Name: Melissa Bleiweis
Title: Senior Vice President

Patent and Trademark Security Agreement

V48148325

TRADEMARK
REEL: 005046 FRAME: 0110

Auto Meter Registered US Trademarks				
Title	Mark	Description	United States Registration No.	United States Registration Date
AUTO GAGE (block letter)	"Auto Gage"	Typed Drawing	3,912,688	Feb. 1, 2011
AUTO GAGE (stylized)		Stylized word mark	1,497,472	July 26, 1988
AUTO METER (block letter)	"Auto Meter"	Typed Drawing	3,759,773	16-Mar-10
AUTO METER (stylized)		Stylized word mark	1,683,615	21-Apr-92
AUTO METER COMPETITION INSTRUMENTS & design		WORD PLUS DESIGN MARK, THE DRAWING IS LINED FOR THE COLORS	1,732,643	Nov. 17, 1992
BATTERY EXTENDER	"Battery Extender"	Typed Drawing	2,756,383	Aug. 26, 2003
C-2	"C2"	Typed Drawing	3,221,394	March 27, 2007
Dial and Pointer Logo		DESIGN ONLY	3,076,477	April 4, 2006
Monster Bezel		DESIGN ONLY	3,251,019	June 12, 2007
NEXUS (block letter)	"NEXUS"	Typed Drawing	3,274,254	7-Aug-07
PHANTOM		Stylized word mark	1,875,140	January 24, 1995

Auto Meter Registered US Trademarks				
Title	Mark	Description	United States Registration No.	United States Registration Date
PRO-LITE	PRO-LITE	Typed Drawing	2,370,310	July 25, 2000
Shock Strap and Super Bezel (supplemental registration)		DESIGN ONLY	2,564,743	April 23, 2002
STACK (block letter)	"Stack"	Typed Drawing	3,711,089	November 17, 2009
Super Bezel		DESIGN ONLY	2,883,435	September 14, 2004
SULLY			3,455,688	June 24, 2008
WIDE ANGLE DIAL (Supplemental)			3,506,818	Sept. 23, 2008
SPEK			3,105,738	June 20, 2006
WEDGE			2,690,587	February 25, 2003
PROPARTS (Supplemental)			2,652,966	November 19, 2002
ULTRA-LITE (Stylized)	ULTRA-LITE		1,967,655	April 16, 1996