

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
Griplock Systems, LLC		07/10/2013	LTD LIAB JT ST CO: DELAWARE

RECEIVING PARTY DATA

Name:	Global Leveraged Capital Advisors, L.L.C.
Street Address:	451 Jackson Street
Internal Address:	2nd Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3803209	CABLE FAST
Registration Number:	3736979	CABLEFAST
Registration Number:	3738582	GRIP LOCK SYSTEMS
Registration Number:	3740065	GRIP LOCK SYSTEMS
Registration Number:	3003541	GRIPLOCK
Registration Number:	2978771	THE ART OF SUSPENSION
Registration Number:	3707364	WHERE IT STOPS IT LOCKS

CORRESPONDENCE DATA

Fax Number: 3102291972
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 310-788-1000
 Email: judi.ehrlich@kayescholer.com

CH \$190.00 3803209

Correspondent Name: Judi Ehrlich c/o Kaye Scholer LLP
Address Line 1: 1999 Avenue of the Stars
Address Line 2: 17th Floor
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	#2021 C/M: 26108-0002
NAME OF SUBMITTER:	Judi Ehrlich
Signature:	/s/ Judi Ehrlich
Date:	07/10/2013

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, this "Agreement"), dated as of July 10, 2013, by Griplock Systems, LLC, a Delaware limited liability company (the "Grantor"), in favor of Global Leveraged Capital Advisors, L.L.C., as administrative agent for the Secured Parties (as defined in the Security Agreement, which is defined below) under the NPA (in such capacity, "Agent").

WITNESSETH:

WHEREAS, the Grantor, KCA Suspension Design, LLC, the Guarantors from time to time party thereto, the Purchasers named therein and Agent have entered into that certain Note Purchase Agreement dated as of July 10, 2013, (as the same may be may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "NPA"); and

WHEREAS, to secure the payment and performance of the Obligations (as defined in the NPA), the Grantor, each Subsidiary (as defined in the NPA) of the Grantor and any other Person (as defined in the NPA) that from time to time becomes an Additional Grantor (as defined in the Security Agreement) and Agent have entered into that certain Security Agreement dated as of July 10, 2013 (as the same may be may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, to further secure its present and future Obligations, the Grantor wishes to grant a specific security in respect of the Trademark Collateral (as hereinafter defined).

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the parties hereto agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the due and punctual performance and payment of its Obligations, the Grantor does hereby mortgage, pledge and hypothecate to Agent for the benefit of the Secured Parties a security interest in all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

A. all of its Trademarks, trade names, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Commonwealth thereof, and any corresponding offices in other countries in the world (all of the foregoing items in this clause A being collectively called a "Trademark"), including, without limitation, those referred to in Exhibit A hereto;

B. all Trademark licenses (including those, if any, referred to in Exhibit A hereto), and all income and royalties with respect to such licenses;

C. all renewals, reissues, continuations, extensions or the like of any trademarks and like protection, including without limitation, those obtained or permissible under past, present and future laws and statutes of any of the items described in clauses A and B;

D. all of the goodwill of the business connected with the use of and symbolized by the foregoing;

E. all rights of action on account of past, present and future unauthorized use of any said trademarks, and for infringement of said trademarks and like protection, including any Trademark or Trademark license referred to in Exhibit A hereto or for breach of enforcement of any Trademark license;

F. the right to file and prosecute applications for trademarks on any of said inventions, or for similar intellectual property in the United States or any other country or place anywhere in the world; and

G. all proceeds of any and all of the foregoing including, without limitation, license royalties, rights to payment, accounts and proceeds of infringement suits.

SECTION 3. Governing Document. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement. This Agreement is governed by the Security Agreement, to which reference should be made for a full description of the rights and remedies of the Agent with respect to the Trademarks. In the case of a conflict or inconsistency between any provision of this Agreement and any provision of the Security Agreement, the provisions of the Security Agreement shall control and govern.

SECTION 4. Security Document. This Agreement is a Security Document (as defined in the NPA) subject to and for the purposes of the NPA.

SECTION 5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, AS MORE FULLY SET FORTH IN SECTION 11 OF THE SECURITY AGREEMENT, WHICH SECTION 11 IS INCORPORATED HEREIN BY THIS REFERENCE AS THOUGH SET FORTH FULLY HEREIN, *MUTATIS MUTANDIS*, SUBJECT HOWEVER TO THE APPLICABILITY OF UNITED STATES FEDERAL LAW.

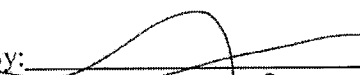
SECTION 6. Counterparts. This agreement may be executed in any number of counterparts, all of which shall be deemed to be an original and such counterparts taken together shall constitute one agreement, and any of the parties hereto may execute this agreement by signing any such counterpart.

[Signatures appear on the next page.]

IN WITNESS WHEREOF, the Grantor have caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

GRIPLOCK SYSTEMS, LLC
a Delaware limited liability company

By: 
Name: Marsha Gruszewski
Title: CEO

Accepted and Agreed:

AGENT:

GLOBAL LEVERAGED CAPITAL
ADVISORS, L.L.C.


By: 
Name: Thomas M. Beavins
Title: Member

EXHIBIT A
TRADEMARKS

Mark	Country	Class	Type	Registration Number	Registration Date
CABLEFAST and Design	USA	06	Registered	3,803,209	15-Jun-2010
CABLEFAST	USA	06	Registered	3,736,979	12-Jan-2010
GRIPLOCK SYSTEMS and Design	USA	09	Registered	3,738,582	19-Jan-2010
GRIPLOCK SYSTEMS and Design	USA	06	Registered	3,740,065	19-Jan-2010
GRIPLOCK	USA	06,20	Registered	3,003,541	4-Oct-2005
THE ART OF SUSPENSION	USA	07,20	Registered	2,978,771	26-Jul-2005
WHERE IT STOPS IT LOCKS	USA	06	Registered	3,707,364	10-Nov-2009