

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
STANT USA CORP.		07/25/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ALLY COMMERCIAL FINANCE LLC, as agent (formerly known as GMAC Commercial Finance LLC)		
Street Address:	500 West Madison Street, Suite 3130		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0778188	MICRO-SEAL	
Registration Number:	4067944	STANT	
Registration Number:	0760626	TRU-TEMP	
Registration Number:	1021975	WEIR-STAT	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-609-7897		
Email:	hmiller@vedderprice.com		
Correspondent Name:	Holly Miller		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	31656000048		

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NAME OF SUBMITTER:	Holly Miller
Signature:	/Holly Miller/
Date:	07/31/2013
Total Attachments: 10 source=A 8 Trademark and License Security Agreement#page1.tif source=A 8 Trademark and License Security Agreement#page2.tif source=A 8 Trademark and License Security Agreement#page3.tif source=A 8 Trademark and License Security Agreement#page4.tif source=A 8 Trademark and License Security Agreement#page5.tif source=A 8 Trademark and License Security Agreement#page6.tif source=A 8 Trademark and License Security Agreement#page7.tif source=A 8 Trademark and License Security Agreement#page8.tif source=A 8 Trademark and License Security Agreement#page9.tif source=A 8 Trademark and License Security Agreement#page10.tif	

TRADEMARK AND LICENSE SECURITY AGREEMENT

THIS TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement") dated as of July 25, 2013 is made by STANT USA CORP., a Delaware corporation, located at 1620 Columbia Avenue, Connorsville, Indiana 47331 (individually and collectively, "Grantor"), in favor of ALLY COMMERCIAL FINANCE LLC (formerly known as GMAC Commercial Finance LLC), a Delaware limited liability company, located at 500 West Madison Street, Suite 3130, Chicago, Illinois 60661, in its capacity as agent ("Agent") for itself and the other financial institutions (the "Lenders") from time to time party to the Loan Agreement (as defined herein).

WITNESSETH:

WHEREAS, Grantor, certain of Grantor's affiliates (together with Grantor, collectively "Borrower"), Vapor Acquisition Corp., Agent and the Lenders have entered into that certain Loan and Security Agreement dated as of October 27, 2009, as amended by that certain First Amendment to Loan and Security Agreement dated as of May 19, 2010, that certain Second Amendment to Loan and Security Agreement dated as of November 19, 2010, that certain Third Amendment to Loan and Security Agreement dated as of November 1, 2011, that certain Fourth Amendment to Loan and Security Agreement dated as of May 3, 2012, that certain Fifth Amendment to Loan and Security Agreement dated as of July 6, 2012 and that certain Sixth Amendment to Loan and Security Agreement dated of even date herewith (as so amended, as amended as of even date herewith, and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Agent and the Lenders have, subject to certain conditions precedent, agreed to make Loans (as defined in the Loan Agreement) to Borrower; and

WHEREAS, Agent and the Lenders have required as a condition, among others, to the making of the Loans, in order to secure the prompt and complete payment, observance and performance of all of Borrower's Obligations (as defined in the Loan Agreement) that Grantor execute and deliver this Agreement to Agent, for its benefit and the benefit of the Lenders.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agrees as follows:

1. Defined Terms.

- (i) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.
- (ii) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.

- (iii) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.
2. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Grantor hereby grants to Agent, on behalf of itself and the Lenders, a first priority security interest, mortgage, pledge and assignment, having priority over all other security interests, mortgages, pledges and assignments, in all of Grantor's now owned or existing and filed and hereafter acquired or arising and filed:
- (i) (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, all registrations thereof, and all applications in connection therewith, excluding any United States intent-to-use applications to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use applications under applicable law; (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing (the "Trademarks"), including, without limitation, the U.S. registered trademarks, U.S. trademark applications, U.S. registered service marks and U.S. service mark applications listed on Schedule A attached hereto; and
- (ii) license agreements with any other party in connection with any of Grantor's Trademarks where Grantor is a licensor under any such license agreement or such other party's trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications, where Grantor is a licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B attached hereto (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreements that do not constitute Collateral.
3. Incorporation of Loan Agreement. The terms and conditions of the Loan Agreement are hereby incorporated into this Agreement by this reference.
4. Nature and Continuation of Agent's and Lenders' Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Obligations have been paid in full and the

Loan Agreement terminated in accordance with its terms. At such time, the Liens granted to Agent and the Lenders hereunder shall also terminate and Agent, on behalf of itself and the Lenders, shall promptly deliver to Grantor all such documents and instruments as may reasonably be necessary to terminate the Liens created pursuant to this Agreement and to evidence such termination.

5. Authority of Agent. Each party hereto acknowledges that the rights and responsibilities of Agent under this Agreement with respect to any action taken by Agent or the exercise or non-exercise by Agent of any right or remedy provided for herein or resulting or arising out of this Agreement, shall be governed by the Loan Agreement.
6. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or 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 other clause or provision of this Agreement in any jurisdiction.
7. Modification. This Agreement cannot be altered, amended or modified in any way, except by a writing signed by all the parties hereto.
8. Binding Effect; Benefits. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns as permitted by the Loan Agreement. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however that Grantor shall not voluntarily assign its obligations hereunder without the prior written consent of Agent.
9. Governing Law. This Agreement shall be governed by and construed in accordance with the applicable laws set forth in the Loan Agreement.
10. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.
11. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.
12. Execution in Counterparts. 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 to be an original and all of which taken together shall constitute one and the same agreement.
13. Right to Record Security Interest. Agent, on behalf of itself and the Lenders, shall have the right, but not the obligation, to record this Agreement in the United States Patent and Trademark Office, provided that Agent shall redact Schedule B in its entirety from this Agreement before such recordings, and Agent shall advise Grantor of such recordings. Grantor agrees to pay documented expenses for such

recordation. Upon satisfaction in full of the Obligations and termination of the Loan Agreement in accordance with its terms, Grantor shall have the right to effect the recording of such satisfaction or termination at the expense of Grantor in the United States Patent and Trademark Office. Agent and Grantor shall promptly cooperate to effect all such recordings hereunder.

14. Effect on Existing Trademark and License Security Agreement. This Agreement supplements that certain Trademark and License Security Agreement dated as of October 27, 2009 by Grantor in favor of Agent (the “Existing Trademark and License Security Agreement”) and shall not amend and restate or otherwise replace the terms thereof. Such Existing Trademark and License Security Agreement shall remain in full force and effect upon the execution of this Agreement.


[SIGNATURE PAGES FOLLOW]

Signature Page to Trademark and License Security Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

AGENT:

ALLY COMMERCIAL FINANCE LLC (formerly known as GMAC Commercial Finance LLC), a Delaware limited liability company,

By: 

Joel Richards
Managing Director

Signature Page to Trademark and License Security Agreement

GRANTOR:

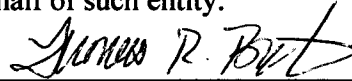
STANT USA CORP., a Delaware corporation

By: 
Philip W. Fitzpatrick
Secretary and Treasurer

Notary Page to Trademark and License Security Agreement

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

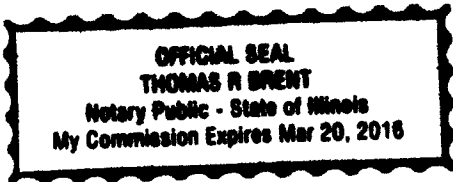
The foregoing TRADEMARK AND LICENSE SECURITY AGREEMENT was executed and acknowledged before me this 19 day of JULY, 2013, by Joel Richards, personally known to me to be the Managing Director of ALLY COMMERCIAL FINANCE LLC (formerly known as GMAC Commercial Finance LLC), a Delaware limited liability company, on behalf of such entity.



Notary Public

My commission expires: 3/20/16

(SEAL)



SCHEDULE A

to Trademark and License Security Agreement

TRADEMARKS

Trademark Name	Country	Application Number	Filing Date	Registration Number	Registration Date	Owner
LEV-R-VENT U.S. (Customs Registration)	United States of America			740831M	9/13/1966	Stant USA Corp.
MICRO-SEAL	United States of America	72-186285	2/7/1974	778188	10/6/1964	Stant USA Corp.
PRE.VENT AND DESIGN (Customs Registration)	United States of America			450268DC	10/4/1988	Stant USA Corp.
STANT (Customs Registration)	United States of America			726911M	12/20/1983	Stant USA Corp.
STANT and Star Design	United States of America	77-951663	3/5/2010	4067944	12/6/2011	Stant USA Corp.
STANT U.S. CUSTOMS REG. - CASE	United States of America			726911M	7/31/1979	Stant USA Corp.
TRU-TEMP	United States of America	72-110177	12/13/1960	760626	11/26/1963	Stant USA Corp.
WEIR-STAT	United States of America	73-043593	2/6/1975	1021975	10/7/1975	Stant USA Corp.

SCHEDULE B

to Trademark and License Security Agreement

LICENSES

None.