

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
ABRA Automotive Systems, Inc.		12/24/2013	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	GCI Capital Markets LLC, as Agent		
Street Address:	666 Fifth Avenue		
Internal Address:	18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85428358	RIGHT THE FIRST TIME, ON TIME.	
Serial Number:	85377242	AMERICA'S MOST RECOMMENDED	
Registration Number:	2677947	ABRA	
Registration Number:	2677946	ABRA	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	31199/067		

CH \$115.00 85428358

NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	01/02/2014
Total Attachments: 5 source=Holdco Trademark Security Agreement (ABRA Automotive Systems Inc)#page1.tif source=Holdco Trademark Security Agreement (ABRA Automotive Systems Inc)#page2.tif source=Holdco Trademark Security Agreement (ABRA Automotive Systems Inc)#page3.tif source=Holdco Trademark Security Agreement (ABRA Automotive Systems Inc)#page4.tif source=Holdco Trademark Security Agreement (ABRA Automotive Systems Inc)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 24th day of December, 2013, by **ABRA Automotive Systems, Inc.**, a Minnesota corporation ("**Grantor**"), in favor of **GCI Capital Markets LLC**, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "**Grantee**");

W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the Lenders identified therein are parties to that certain Credit Agreement dated as of December 24, 2013 (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "**Credit Agreement**"), providing for extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders; and

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of December 24, 2013 among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "**Collateral Agreement**"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

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

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, renewals, continuations or extensions thereof, and all of the

goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ABRA AUTOMOTIVE SYSTEMS, INC., a Minnesota corporation, as Grantor

By: 

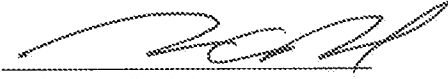
Name: Brent A. Moen

Title: Chief Financial Officer, Executive Vice President,
Treasurer and Secretary

Agreed and Accepted
As of the Date First Written Above

GCI CAPITAL MARKETS LLC,
as Agent

By: GC Advisors LLC, its sole member

By: 

Name: Marc C. Robinson

Title: Managing Director

SCHEDULE 1

TRADEMARK REGISTRATIONS

	ENTITY	SERIAL/REGISTRATION NUMBER	TITLE
1.	ABRA Automotive Systems, Inc.	85/428,358	Right the First Time, on Time
2.	ABRA Automotive Systems, Inc.	85/377,242	America's Most Recommended
3.	ABRA Automotive Systems, Inc.	2,677,947	ABRA
4.	ABRA Automotive Systems, Inc.	2,677,946	ABRA