

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
INNOVATIVE AFTERMARKET SYSTEMS L.P.		01/24/2014	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	MADISON CAPITAL FUNDING LLC, as Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2863566	SMARTEYE	
Registration Number:	2867707	SMARTTRAC	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4975.233		
NAME OF SUBMITTER:	Nancy Brougher		

OP \$65.00 2863566

Signature:	/njb/
Date:	01/24/2014
Total Attachments: 5 source=IAS Trademark Security Agreement#page1.tif source=IAS Trademark Security Agreement#page2.tif source=IAS Trademark Security Agreement#page3.tif source=IAS Trademark Security Agreement#page4.tif source=IAS Trademark Security Agreement#page5.tif	

SECOND TRADEMARK SECURITY AGREEMENT

SECOND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 24, 2014, by INNOVATIVE AFTERMARKET SYSTEMS L.P., a Texas limited partnership ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of even date herewith by and among Grantor, certain affiliates of Grantor (collectively, with Grantor, the "Borrowers"), Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to continue to make Loans and continue to issue Letters of Credit for the benefit of Grantor and the other Borrowers;

WHEREAS, Agent and Lenders are willing to continue to make the Loans and continue to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Amended and Restated Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the benefit of all Lenders, this 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of all Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (except to the extent constituting Excluded Property) (collectively, the "Trademark Collateral"):

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of all

Lenders, pursuant to the Collateral Agreement. 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. TERMINATION. When the Secured Obligations have been Paid in Full (as defined in the Credit Agreement) the security interests created hereunder shall automatically terminate and be of no further force or effect, and Agent agrees that it shall, at Grantor's expense, execute, acknowledge and deliver to Grantor any and all instruments reasonably requested by Grantor to evidence the termination of such security interest in the Trademark Collateral.

5. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission (including ".pdf" file) shall be effective as delivery of a manually executed counterpart of this Agreement.

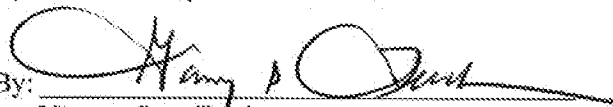
6. NO NOVATION. The execution and delivery of this Agreement shall not constitute a novation of that certain Trademark Security Agreement dated December 22, 2011, by and between Grantor and Agent.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INNOVATIVE AFTERMARKET SYSTEMS L.P.

By: IAS Warranty Services, LLC, its General Partner

By: 

Name: Gary Teich
Title: Secretary and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Kevin Bolash
Title: Senior Vice President

SCHEDULE I
to
SECOND TRADEMARK SECURITY AGREEMENT

Grantor	Trademark	Serial Number	Registration Date	Registration Number
Innovative Aftermarket Systems L.P.	SMARTEYE	78095700	July 13, 2004	2863566
Innovative Aftermarket Systems L.P.	SMARTTRAC	78095688	July 13, 2004	2867707