

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM305942

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CPS Products Canada Ltd.		05/06/2014	CORPORATION: ONTARIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Madison Capital Funding LLC, as Agent		
<b>Street Address:</b>	30 South Wacker Drive, Suite 3700		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2359894	SPOTGUN	
<b>Registration Number:</b>	2640450	TEMPSCAN	
<b>Registration Number:</b>	4257259	COOL SMOKE	
<b>Registration Number:</b>	2794150	SPOTGUN	
<b>Registration Number:</b>	2816417	UVIEW	
<b>Registration Number:</b>	2820852	AIRLIFT	
<b>Registration Number:</b>	2955814	SMART GAUGE	
<b>Registration Number:</b>	3514415	MIST	
<b>Registration Number:</b>	3654507	LEAKGUARD	
<b>Registration Number:</b>	3796836	BUILT BY TECHNICIANS FOR TECHNICIANS	
<b>Registration Number:</b>	3777197	TERRACLEAN	
<b>Registration Number:</b>	1484884	CARBONCLEAN	
<b>Registration Number:</b>	2829315	MOTORVAC CARBONCLEAN SYSTEM	
<b>Registration Number:</b>	2945600	AUTOMOTIVE SOLUTIONS	
<b>Registration Number:</b>	3929569	TERRACOOOL	
<b>Registration Number:</b>	3929568	TERRASTEER	
<b>Registration Number:</b>	3929570	TERRATRANS	
<b>Registration Number:</b>	3941600	TERRADIESEL	
<b>Registration Number:</b>	4281339	EBOOST	
<b>Registration Number:</b>	4010866	THE TUNE UP FOR THE 21ST CENTURY	
<b>TRADEMARK</b>			

OP \$740.00 2359894

Property Type	Number	Word Mark
Registration Number:	3906607	STEERCLEAN
Registration Number:	3964162	CARBONCLEAN
Registration Number:	3915868	MOTORVAC
Registration Number:	3915867	DIESEL TUNE
Registration Number:	4058567	DIESELTUNE
Registration Number:	4044840	THE TUNE-UP FOR THE 21ST CENTURY
Registration Number:	4124519	MOTORVAC YOUR PARTNER IN PREVENTIVE MAIN
Registration Number:	4203424	HYDROBOND
Registration Number:	4238770	IVIEW

**CORRESPONDENCE DATA**

**Fax Number:** 3123322196

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 312.863.7266

**Email:** justin.debruyne@goldbergkohn.com

**Correspondent Name:** Justin DeBruyne

**Address Line 1:** c/o Goldberg Kohn, 55 E. Monroe St.

**Address Line 2:** Suite 3300

**Address Line 4:** Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	4975.279
<b>NAME OF SUBMITTER:</b>	Justin DeBruyne
<b>SIGNATURE:</b>	/justin debruyne/
<b>DATE SIGNED:</b>	05/29/2014

**Total Attachments: 8**

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## CANADIAN TRADEMARK SECURITY AGREEMENT

CANADIAN TRADEMARK SECURITY AGREEMENT (the “**Trademark Security Agreement**”), dated as of May 6, 2014, by **CPS PRODUCTS CANADA LTD.**, an Ontario corporation (“**Grantor**”), in favor of **MADISON CAPITAL FUNDING LLC**, in its capacity as agent (“**Agent**”) for Lenders (as hereinafter defined).

### W I T N E S S E T H:

**WHEREAS**, pursuant to that certain Amended and Restated Credit Agreement of even date herewith by and among Grantor, as a Borrower, certain affiliates of Grantor, 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 make Loans and to issue Letters of Credit for the benefit of Grantor;

**WHEREAS**, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor execute that certain Canadian Guarantee and Collateral Agreement dated as of May 6, 2014 (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 the ratable benefit of Lenders, this Trademark Security 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 Credit Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, for the ratable benefit of 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 (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the PPSA) (collectively, the “**Trademark Collateral**”):
  - (a) all of its Trademarks (as such term is defined in the Collateral Agreement) and Trademark Licenses (as such term is defined in the Collateral Agreement) to which it is a party including those referred to on Schedule I hereto;
  - (b) all reissues, continuations or extensions of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

- (d) 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 Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Notwithstanding anything to the contrary set out herein, the grant by the Grantor of security in trade-marks (as defined in the *Trademarks Act* (Canada)) under this Trademark Security Agreement or any other security agreement shall be limited to a grant by the Grantor of a security interest in all of the Grantor's right, title and interest in such trade-marks and does not constitute an assignment or mortgage of such Collateral to the Agent or the Lenders.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the ratable benefit of 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. COUNTERPARTS. This Trademark Security 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 Trademark Security Agreement by signing and delivering one or more counterparts. Receipt by telecopy or other electronic method of transmission of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.
5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISION REGARDING GOVERNING LAW SET FORTH IN SECTION 8.11 OF THE COLLATERAL AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

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

**CPS PRODUCTS CANADA LTD.**, an Ontario corporation

By: 

Name: Robert Kevin Klebe

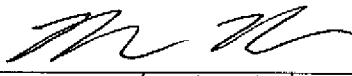
Title: Treasurer and Secretary

[Signature Page to Canadian Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005290 FRAME: 0796**

ACCEPTED AND ACKNOWLEDGED BY:

**MADISON CAPITAL FUNDING LLC,**  
as Agent

By   
Name Michael Nativi  
Title SVP

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS**

See attached.

**TRADEMARK APPLICATIONS**

Nil.

**TRADEMARK LICENSES**

Nil.

## Registered Trademarks

Country	Mark	File Date	Application #	Registration #	Registration Date	Status
UNITED STATES	SPOTGUN & Design	5/3/1999	75/695,962	2,359,894	6/20/2000	REGISTERED
UNITED STATES	TEMPSCAN	5/18/2000	76/068,628	2,640,450	10/22/2002	REGISTERED
CANADA	COOL SMOKE	10/23/2012	159934900			PENDING
UNITED STATES	COOL SMOKE	4/23/2012	85/605,437	4,257,259	12/11/2012	REGISTERED
UNITED STATES	UV POWERATING & Design	1/25/2013	85/832,206			PENDING
UNITED STATES	PURUS					PROPOSED
UNITED STATES	A/C SMARTDYE					PROPOSED
UNITED STATES	UV POWERATING & Design	10/21/2013	86/097,139			PENDING
UNITED STATES	A/C ExtenDye	11/8/2013	86/113,403			PENDING
CANADA	MIST Design	12/10/2013	1,655,715			PENDING
UNITED STATES	SPOTGUN	11/6/2002	76/464,634	2,794,150	12/16/2003	REGISTERED
UNITED STATES	UVIEW	11/6/2002	76/464,635	2,816,417	2/24/2004	REGISTERED
UNITED STATES	AIRLIFT	11/6/2002	76/464,924	2,820,852	3/9/2004	REGISTERED
UNITED STATES	SMART GAUGE	8/8/2002	76/438,649	2,955,814	5/24/2005	REGISTERED
CANADA	TERRALOGIX	4/7/1998	087451300	TMA544264	4/30/2001	REGISTERED
CANADA	TERRALOGIX & Design	4/1/1999	101078400	TMA538570	12/12/2000	REGISTERED
CANADA	TERRACLEAN & Design	4/1/1999	101078500	TMA534865	10/17/2000	REGISTERED
CANADA	TERRA-CLEAN & Design	4/7/1998	087451700	TMA508436	2/24/1999	REGISTERED
UNITED STATES	MIST (Stylized)	5/2/2007	77/170,746	3,514,415	10/7/2008	REGISTERED
UNITED STATES	LEAKGUARD	1/8/2009	77/645,493	3,654,507	7/14/2009	REGISTERED



UNITED STATES	BUILT BY TECHNICIANS FOR TECHNICIANS	1/8/2009	77/645,496	3,796,836	6/1/2010	REGISTERED
UNITED STATES	TERRACLEAN	7/21/2009	77/785,498	3,777,197	4/20/2010	REGISTERED
UNITED STATES	CARBONCLEAN	7/16/1987	73/672,349	1,484,884	4/19/1988	REGISTERED
UNITED STATES	MOTORVAC CARBONCLEAN SYSTEM	9/18/2002	76/450,632	2,829,315	4/6/2004	REGISTERED
UNITED STATES	AUTOMOTIVE SOLUTIONS	10/8/2003	76/550,181	2,945,600	5/3/2005	REGISTERED
UNITED STATES	TERRACOOOL	10/14/2009	77/848,821	3,929,569	3/8/2011	REGISTERED
UNITED STATES	TERRASTEER	10/14/2009	77/848,820	3,929,568	3/8/2011	REGISTERED
UNITED STATES	TERRATRANS	10/14/2009	77/848,822	3,929,570	3/8/2011	REGISTERED
UNITED STATES	TERRADIESEL	11/30/2009	77/882,010	3,941,600	4/5/2011	REGISTERED
UNITED STATES	EBOOST	9/24/2010	85/137,654	4,281,339	1/29/2013	REGISTERED
UNITED STATES	THE TUNE UP FOR THE 21ST CENTURY	1/15/2010	77/912,540	4,010,866	8/16/2011	REGISTERED
UNITED STATES	STEERCLEAN	1/13/2010	77/910,937	3,906,607	1/18/2011	REGISTERED
UNITED STATES	CARBONCLEAN	1/13/2010	77/910,918	3,964,162	5/24/2011	REGISTERED
UNITED STATES	MOTORVAC	1/13/2010	77/910,916	3,915,868	2/8/2011	REGISTERED
UNITED STATES	DIESEL TUNE	1/13/2010	77/910,913	3,915,867	2/8/2011	REGISTERED
CANADA	MOTORVAC	11/18/1994	076900700	TMA452859	1/12/1996	REGISTERED
UNITED STATES	DIESEL TUNE	9/24/2010	85/137,652	4,058,567	11/22/2011	REGISTERED
UNITED STATES	THE TUNE-UP FOR THE 21ST CENTURY	3/25/2011	85/276,569	4,044,840	10/25/2011	REGISTERED
UNITED STATES	MOTORVAC YOUR PARTNER IN PREVENTIVE MAINTENANCE	5/4/2011	85/311,780	4,124,519	4/10/2012	REGISTERED

UNITED STATES	HYDROBOND & Design	6/30/2011	85/360,581	4,203,424	9/4/2012	REGISTERED
UNITED STATES	IVIEW	8/3/2011	85/387,880	4,238,770	11/6/2012	REGISTERED
California	CARBONCLEAN & Design			30682		Registered 10/27/1987
California	CARBONCLEAN & Design			85444		Registered 10/27/1987
California	INDUSTRIAL DIESEL TUNE			89741		Registered 3/13/1989
California	INDUSTRIAL DIESEL TUNE			34457		Registered 3/13/1989
Canada	GERMINATOR	9/14/1999	102884500	TMA543900	4/19/2001	Registered
US	GOFER					
California	HELPING YOU GET THE MOST [sic] OF TODAY'S ENGINES			34458		Registered 3/13/1989

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