

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM308301

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WAYNE FUELING SYSTEMS, LLC		06/20/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Collateral Agent		
Street Address:	580 Crosspoint Parkway		
City:	Getzville		
State/Country:	NEW YORK		
Postal Code:	14068		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3455169	CENTURY	
Registration Number:	3828703	FUSION	
Registration Number:	3742852	GLOBAL VISION	
Registration Number:	4286468	HELIX	
Registration Number:	3570771	IDPOS	
Registration Number:	3482037	ISENSE	
Registration Number:	3934815	IX PAY	
Registration Number:	2131848	NUCLEUS	
Registration Number:	2847871	OVATION	
Registration Number:	3496970	RELIANCE	
Registration Number:	0891975	WAYNE	
Registration Number:	3655918	XFLO	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<i>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.</i>			
Phone:	212.318.6824		
Email:	christinedionne@paulhastings.com		
TRADEMARK			

CH \$315.00 3455169

Correspondent Name: Christine Dionne c/o Paul Hastings LLP
Address Line 1: 75 East 55th Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	79362.00011 (SECOND LIEN)
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NAME OF SUBMITTER:	Christine Dionne
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SIGNATURE:	/Christine Dionne/
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DATE SIGNED:	06/20/2014
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Total Attachments: 5

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SECOND LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of June 20, 2014, (this “**Agreement**”), between WAYNE FUELING SYSTEMS LLC, a Delaware limited liability company (the “**Grantor**”) and CITIBANK, N.A., as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Second Lien Security Agreement dated as of June 20, 2014 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among ALFRED FUELING SYSTEMS HOLDCO LTD., an exempted company incorporated with limited liability in the Cayman Islands (“**Holdings**”), ALFRED FUELING SYSTEMS INTERMEDIATE HOLDCO LTD., an exempted company incorporated with limited liability in the Cayman Islands (the “**Cayman Borrower**”), ALFRED FUELING SYSTEMS INC., a Delaware corporation (the “**U.S. Borrower**” and, together with the Cayman Borrower, the “**Borrowers**” and each a “**Borrower**”), the subsidiaries of Holdings from time to time party thereto and the Collateral Agent and (b) the Second Lien Credit Agreement dated as of June 20, 2014 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Borrowers, Holdings, the other Guarantors from time to time party thereto, the CITIBANK, N.A., as Administrative Agent and Collateral Agent, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”) and the other agents named therein. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest under the laws of the United States; (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all

extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”), and

(b) all goodwill associated with or symbolized by the Trademarks

excluding, in each case of (a) and (b) any intent-to-use application trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable law.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to any Loan Document (including, without limitation, this Agreement) and the exercise of any right or remedy by the Collateral Agent hereunder or under any other Loan Document are subject to the provisions of the Intercreditor Agreement. Without limiting the generality of the foregoing, and notwithstanding anything herein to the contrary, all rights and remedies of the Collateral Agent (and the Administrative Agent and the Second Lien Lenders) shall be subject to the terms of the Intercreditor Agreement, and until the Discharge of First Lien Obligations, no Grantor shall be required hereunder or under any other Loan Document to take any action that is inconsistent with such Grantor’s obligations under the First Lien Credit Facilities Documentation. Until the Discharge of First Lien Obligations, the Collateral Agent may not require any Grantor to take any action with respect to the creation, perfection or priority of its security interest, whether pursuant to the express terms hereof or of any other Loan Document or pursuant to the further assurances provisions hereof or any other Loan Document, unless the First Lien Collateral Agent shall have required such Grantor to take similar action, and delivery of any Collateral to the First Lien Collateral Agent pursuant to the First Lien Credit Facilities Documentation shall satisfy any delivery requirement hereunder or under any other Loan Document. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

[Remainder of this page intentionally left blank]

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

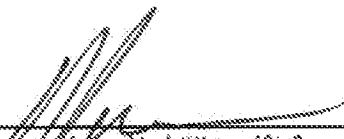
WAYNE FUELING SYSTEMS LLC,
By: Alfred Fueling Systems Inc., its Sole
Member,
as a Grantor

By: _____

Name: Jeffrey Lass

Title: Vice President

CITIBANK, N.A.
as Collateral Agent

By: 
Name: Mark Villanueva
Title: Vice President

[Second Lien Trademark Security Agreement]

TRADEMARK

REEL: 005306 FRAME: 0974

United States Trademarks and Trademark Applications

Mark	Country	Record Owner	App. No/Reg. No
CENTURY	United States of America	Wayne Fueling Systems LLC	78335216/3455169
FUSION	United States of America	Wayne Fueling Systems LLC	77294883/3828703
GLOBAL VISION	United States of America	Wayne Fueling Systems LLC	77307579/3742852
HELIX	United States of America	Wayne Fueling Systems LLC	85076923/4286468
IDPOS	United States of America	Wayne Fueling Systems LLC	78379375/3570771
ISENSE	United States of America	Wayne Fueling Systems LLC	78412012/3482037
IX PAY	United States of America	Wayne Fueling Systems LLC	77500048/3934815
NUCLEUS	United States of America	Wayne Fueling Systems LLC	75119424/2131848
OVATION	United States of America	Wayne Fueling Systems LLC	76147327/2847871
RELIANCE	United States of America	Wayne Fueling Systems LLC	78428713/3496970
WAYNE	United States of America	Wayne Fueling Systems LLC	72283747/891975
XFLO	United States of America	Wayne Fueling Systems LLC	78631683/3655918