

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312363

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cobb Tuning Products, LLC		07/29/2014	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	111 West Monroe Street, RM/5W		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3337509	ACCESSPORT	
Registration Number:	3478641	C	
Registration Number:	3944673	COBB TUNING	
Registration Number:	3566371	COBB	
Registration Number:	3354532	STREETTUNER	
CORRESPONDENCE DATA			
Fax Number:	3125232557		
<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:	312-977-4400		
Email:	ipdocket@uhl.com		
Correspondent Name:	Richard C. Himelhoch		
Address Line 1:	70 West Madison Street, Suite 3500		
Address Line 2:	Unagretti & Harris LLP, Attn: IP Docket		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	1003812-0012		
NAME OF SUBMITTER:	Richard C. Himelhoch		
SIGNATURE:	/Richard C. Himelhoch/		
DATE SIGNED:	07/30/2014		

CH \$140.00 3337509

Total Attachments: 19

source=1003812-0012 Intellectual Property Security Agreement#page1.tif
source=1003812-0012 Intellectual Property Security Agreement#page2.tif
source=1003812-0012 Intellectual Property Security Agreement#page3.tif
source=1003812-0012 Intellectual Property Security Agreement#page4.tif
source=1003812-0012 Intellectual Property Security Agreement#page5.tif
source=1003812-0012 Intellectual Property Security Agreement#page6.tif
source=1003812-0012 Intellectual Property Security Agreement#page7.tif
source=1003812-0012 Intellectual Property Security Agreement#page8.tif
source=1003812-0012 Intellectual Property Security Agreement#page9.tif
source=1003812-0012 Intellectual Property Security Agreement#page10.tif
source=1003812-0012 Intellectual Property Security Agreement#page11.tif
source=1003812-0012 Intellectual Property Security Agreement#page12.tif
source=1003812-0012 Intellectual Property Security Agreement#page13.tif
source=1003812-0012 Intellectual Property Security Agreement#page14.tif
source=1003812-0012 Intellectual Property Security Agreement#page15.tif
source=1003812-0012 Intellectual Property Security Agreement#page16.tif
source=1003812-0012 Intellectual Property Security Agreement#page17.tif
source=1003812-0012 Intellectual Property Security Agreement#page18.tif
source=1003812-0012 Intellectual Property Security Agreement#page19.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 29th day of July, 2014 by Auto Meter Products, Inc., an Illinois corporation (the "Borrower"), AMEI Holdings, Inc., a Delaware corporation ("Holdings"), Cobb Tuning Products, LLC, a Utah limited liability company ("Cobb" and together with the Borrower and Holdings, the "Grantors" and each a "Grantor"), in favor of Bank of Montreal, a Canadian chartered bank by and through its Chicago branch, in its capacity as agent (the "Agent") for the Lenders (as defined herein).

W I T N E S S E T H

WHEREAS, Grantors, together with each Person joined thereto as a guarantor from time to time, have entered into that certain Credit Agreement dated as of the date hereof (as the same has been and may hereafter be amended, modified, restated or replaced from time to time, the "Credit Agreement") with Agent and the various lenders from time to time party thereto (the "Lenders" and each a "Lender"), providing for the extensions of credit to be made to Borrower by Lenders; and

WHEREAS, as security for the Obligations, Hedging Liability and Funds Transfer and Deposit Account Liability under the Credit Agreement (the "Secured Obligations"), pursuant to a Security Agreement dated as of the date hereof (the "Security Agreement") each Grantor has granted to Agent, for its benefit and the benefit of the Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights and patents, together with the goodwill of the business symbolized by such Grantor's trademarks, copyrights and patents and all products and proceeds thereof.

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, each Grantor agrees as follows:

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

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, each Grantor hereby grants to Agent, for the benefit of itself and the Lenders, and hereby reaffirms its grant under the Security Agreement of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, copyright, copyright application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks", such copyrights and copyright applications, the "Copyrights" and such patents and patent applications, the "Patents"), together with any reissues, 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 foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Except as otherwise permitted under the Credit Agreement or the other Loan Documents, no Grantor shall sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks, Copyrights or Patents without prior written consent of Agent.

4. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule 1 attached hereto constitute all trademarks and trademark applications registered with the United States Patent and Trademark Office (other than any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed)), copyrights and copyright applications registered with the United States Copyright Office, and patents and patent applications registered with the United States Patent and Trademark Office, owned or registered to such Grantor under the laws of the United States of America as of the date of this Agreement.

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 by facsimile or electronic transmission shall bind the parties hereto.

6. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of Illinois, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signatures to appear on following page]

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

AUTO METER PRODUCTS, INC., an Illinois corporation

By: _____
Jeffrey G. King, President

AMEI HOLDINGS, INC., a Delaware corporation

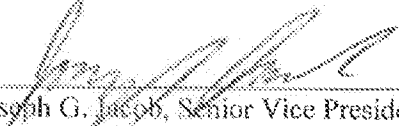
By: _____
Jeffrey G. King, President

COBB TUNING PRODUCTS, LLC, a Utah limited liability company

By: _____
Steven R. Brown, Vice President

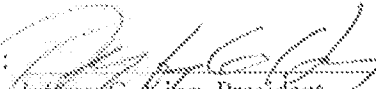
Agreed and Accepted
As of the Date First Written Above

BANK OF MONTREAL:


By: 
Joseph G. Jacob, Senior Vice President

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

AUTO METER PRODUCTS, INC., an Illinois corporation

By: 
Jeffrey G. King, President

AMEI HOLDINGS, INC., a Delaware corporation

By: 
Jeffrey G. King, President

COBB TUNING PRODUCTS, LLC, a Utah limited liability company

By:
Steven R. Brown, Vice President

Agreed and Accepted
As of the Date First Written Above

BANK OF MONTREAL:

By:
Joseph G. Jacob, Senior Vice President

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

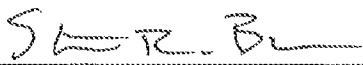
AUTO METER PRODUCTS, INC., an Illinois corporation

By: _____
Jeffrey G. King, President

AMEI HOLDINGS, INC., a Delaware corporation

By: _____
Jeffrey G. King, President

COBB TUNING PRODUCTS, LLC, a Utah limited liability company

By:  _____
Steven R. Brown, Vice President

Agreed and Accepted
As of the Date First Written Above

BANK OF MONTREAL:




By: _____
Joseph G. Jacob, Senior Vice President

SCHEDULE 1


Trademarks

Auto Meter Products, Inc. Registered U.S. Trademarks

Title	Mark	Description	Registration No.	United States Registration Date
AUTO GAGE (block letter)	"Auto Gage"	Typed Drawing	3,912,688	Feb. 1, 2011
AUTO GAGE (stylized)		Stylized word mark	1,497,472	July 26, 1988
AUTO METER (block letter)	"Auto Meter"	Typed Drawing	3,759,773	16-Mar-10
AUTO METER (stylized)		Stylized word mark	1,683,615	21-Apr-92
AUTO METER COMPETITION INSTRUMENTS & design		WORD PLUS DESIGN MARK, THE DRAWING IS LINED FOR THE COLORS	1,732,643	Nov. 17, 1992
BATTERY EXTENDER	"Battery Extender"	Typed Drawing	2,756,383	Aug. 26, 2003
C-2	"C2"	Typed Drawing	3,221,394	
Dial and Pointer Logo		DESIGN ONLY	3,076,477	
Monster Bezel		DESIGN ONLY	3,251,019	
NEXUS (block letter)	"NEXUS"	Typed Drawing	3,274,254	7-Aug-07
PHANTOM		Stylized word mark	1,875,140	
PRO-LITE	PRO-LITE	Typed Drawing	2,370,310	
Shock Strap and Super Bezel (supplemental registration)		DESIGN ONLY	2,564,743	
STACK (block letter)	"Stack"	Typed Drawing	3,711,089	
STACK (stylized)		Stylized word mark	2,883,435	

Title	Mark	Description	Registration No.	United States Registration Date
Super Bezel		DESIGN ONLY	1,967,655	
PRO-LITE	PRO-LITE	Typed Drawing	2,370,310	July 25, 2000
Shock Strap and Super Bezel (supplemental registration)		DESIGN ONLY	2,564,743	April 23, 2002
STACK (block letter)	"Stack"	Typed Drawing	3,711,089	November 17, 2009
Super Bezel		DESIGN ONLY	2,883,435	September 14, 2004
SULLY			3,455,688	June 24, 2008
WIDE ANGLE DIAL (Supplemental)			3,506,818	Sept. 23, 2008
SPEK			3,105,738	June 20, 2006
WEDGEE			2,690,587	February 25, 2003
PROPARTS (Supplemental)			2,652,966	November 19, 2002
ULTRA-LITE (Stylized)	ULTRA-LITE		1,967,655	April 16, 1996

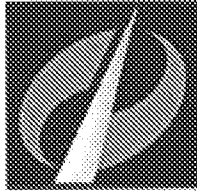
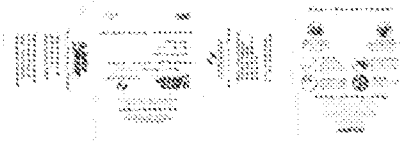
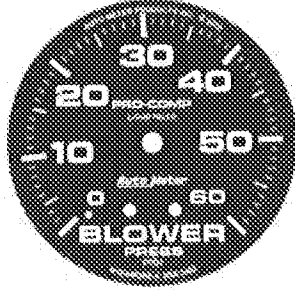
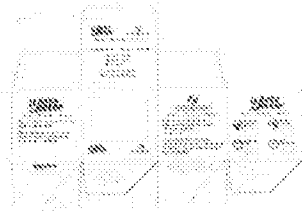
Cobb Tuning Products, LLC Registered U.S. Trademarks

Mark	Registrant	Registration No.	Registration Date
ACCESSPORT	Cobb Tuning Products, LLC	3337509	11/13/2007
	Cobb Tuning Products, LLC	3478641	08/05/2008
COBB TUNING	Cobb Tuning Products, LLC	3944673	04/12/2011
COBB	Cobb Tuning Products, LLC	3566371	01/27/2009
STREETTUNER	Cobb Tuning Products, LLC	3354532	12/11/2007

SCHEDULE 1 CONT'D

Copyrights

Auto Meter Products, Inc. Copyright Materials

United States Reg. No.	Title	Matter	United States Registration Date
VA 1-795-090	Auto Meter Products, Inc. Dial-and-Pointer Logo		October 27, 2011
VA 1-795-089	Artwork for Auto Meter Products, Inc. tachometer packaging		October 27, 2011
TX0005036237	Auto Meter Products, Inc. competition instruments	web site: compilation of data from Auto Meter Products, Inc. Products catalogue 1999 & other sources	February 14, 2000
Application Submitted	Dial face art work of Auto Meter Products, Inc. Products, Inc. Model 5402 blower pressure gauge		December 4, 2012
Application Submitted	Art work for packaging of Auto Meter Products, Inc. Products, Inc. 2 5/8" gauges		December 4, 2012

Cobb Tuning Products, LLC Copyright Materials

None.

SCHEDULE 1 CONT'D**Patents****Auto Meter Products, Inc. United States Patents**

Title	Country	Application Number	Application Date	Patent Number	Patent Date	Status
After-Market Dashboard Bezel	US	09/696,458	10/25/2000	7,264,074	10/25/2000	Granted
Alternator Battery System	US	13/195,131	8/1/2011			Filed
Automotive Racing Simulation Apparatus	US	08/272,227	9/8/1995	5,804,885	9/8/1998	Granted
Battery Clamp for Use With Top Post and Side Post Batteries	US	12/700,523	2/4/2010	7,909,662	3/22/2011	Granted
Battery Clamp for Use With Top Post and Side Post Batteries	US	12/411,845	3/26/2009	7,736,201	6/15/2010	Granted
Control Apparatus for a Throttle Stop of an Internal Combustion Engine	US	11/520,305	9/12/2006	7,487,758	2/10/2009	Granted
Cross Over Compensation Circuit	US	08/526,028	9/8/1995	5,652,468	7/29/1997	Granted
Disc Type Throttle Stop	US	09/150,084	9/9/1998	6,189,505	2/20/2001	Granted
Display Unit for Dial in Selection of Data	US	09/337,706	6/21/1999	6,411,205	6/25/2002	Granted
Dual Range Tachometer	US	09/199,717	11/25/1998	6,215,298	4/10/2001	Granted
Flutter Reduction Apparatus	US	10/892,370	7/16/2004	7,230,418	6/12/2007	Granted
Gauge Circuit Board Holding Device	US	11/925,528	10/26/2007	8,018,727	9/13/2011	Granted
Gauge With Illuminated Dial	US	10/133,519	4/26/2002	6,663,251	12/16/2003	Granted
Gauge With Illuminated Dial	US	11/411,845	4/27/2006	7,549,390	6/23/2009	Granted
Gauge with Large Illuminated Gauge Face	US	11/029,346	1/6/2005	7,278,749	10/9/2007	Granted
Gauge with Illuminated Dial and Pointer	US	10/133,519	4/6/2002	6,663,251	12/16/2003	Granted
Hand Held Battery Tester	US	29/124,312	6/2/2000	D442503	5/22/2001	Granted
Heavy Duty Battery System	US	12/127,918	5/28/2008	7,990,155	8/2/2011	Granted

Title	Country	Application Number	Application Date	Patent Number	Patent Date	Status
High Performance Tachometer That Records Engine Performance	US	08/649018	5/16/1996	5,905,374	5/18/1999	Granted
High Performance Tachometer That Records Engine Performance	US	09/023622	2/13/1998	5,982,168	11/9/1999	Granted
High Performance Tachometer With a Shift Indicator	US	09/590350	11/2/1999	6,137,399	10/24/2000	Granted
Light Diffusion Device for a Gauge Dial Plate	US	11/898,246	9/11/2007	7,553,037	6/30/2009	Granted
Long Vehicle Monitor Pod	US	D/219,281	12/16/2004	D516,010	2/28/2006	Granted
Microprocessor Based Battery Tester System	US	08/903,857	7/30/1997	6,061,638	5/9/2000	Granted
Microprocessor Based Hand Held Battery Tester System	US	60/345044	6/8/2000	6,359,442	3/19/2002	Granted
Microprocessor Based Hand Held Electrical Testing System	US	10/336,575	1/3/2003	6,771,073	8/3/2004	Granted
Miniature crossed Coil Gauge having an active flux ring (Licensed from Craig Ayers)	US	09/514,650	2/29/2000	6,323,637	11/27/2001	Granted
Miniature crossed Coil Gauge having an active flux ring (Licensed from Craig Ayers)	US	08/968,773	11/10/1997	6,046,583	4/4/2000	Granted
Miniature crossed Coil Gauge having an active flux ring (Licensed from Craig Ayers)	US	08/548,584	10/26/1995	5,686,832	11/11/1997	Granted
Modular Automotive racing Simulation Apparatus	US	08/884,183	6/27/1997	5,892,294	4/6/1999	Granted
Pit Road Display	US	12/426,614	4/20/2009	7,612,660	11/3/2009	Granted
Pit Road Display	US	12/511,630	7/29/2009	7,877,172	1/25/2011	Granted
Pit Road Display	US	12/216933	7/14/2008			Filed
Pit Road Display	US	12/560851	7/14/2008			Filed
Short Vehicle Monitor Pod	US	D/219,280	12/16/2004	D535,608	1/23/2007	Granted
System for Facilitating the Launch of a Drag Racing Vehicle	US	10/346739	1/17/2003	7,012,514	3/14/2006	Granted

Title	Country	Application Number	Application Date	Patent Number	Patent Date	Status
Universal Instrument Mount	US	11/545,454	10/11/2006	7,472,940	1/6/2009	Granted
Vehicle Systems Reaction	US	09/718,769	11/22/2000	6,678,214	1/13/2004	Granted
Vehicle Systems Reaction and Acceleration Timing Device	US	09/718769	11/22/2000	6,678,214	1/13/2004	Granted
Vehicle Travel Meter	US	08/809,871	9/29/1995	6,012,002	4/1/2000	Granted

Auto Meter Products, Inc. Patent Applications

Title	Country	Application Number	Application Date
Alternator Battery System Tester and Method	US	13/195,131	8/1/2011
Battery Clamp for Use With Top Post and Side Post Batteries and Methods for Using the Same	US	61/091,964	9/26/2008
Battery Clamp for Use With Top Post and Side Post Batteries and Methods for Using the Same	US	61/040,039	3/27/2008

Cobb Tuning Products, LLC United States Patents

None.

POWER OF ATTORNEY

Dated: July 29, 2014

The undersigned (the "Grantors"), hereby authorize BANK OF MONTREAL, a Canadian chartered bank acting by and through its Chicago office, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for Lenders (as defined below) under that certain Credit Agreement among Grantors, each other person joined thereto as a guarantor from time to time, Agent, and the various lenders from time to time party thereto (the "Lenders" and each a "Lender"), dated as of the date hereof (as the same has been and may hereafter be amended, modified, restated or replaced from time to time, the "Credit Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Credit Agreement) as the true and lawful attorney-in-fact of the Grantors, with the power to endorse the name of any Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Intellectual Property Security Agreement among the Grantors and Agent dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Security Agreement"), including, without limitation, to execute on behalf of the Grantors a supplement to the Intellectual Property Security Agreement, to use the Trademarks, Copyrights and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks, Copyrights or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Copyrights or Patents to anyone else, in each case subject to the terms of the Intellectual Property Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Credit Agreement and the other Loan Documents.

Grantors hereby unconditionally ratify all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Security Agreement, the Credit Agreement and the Loan Documents.

This Power of Attorney shall be irrevocable for the term of the Intellectual Property Security Agreement.

IN WITNESS WHEREOF, Grantors have executed this Power of Attorney as of the date stated above.

AUTO METER PRODUCTS, INC., an Illinois corporation

By: _____
Jeffrey G. King, President

AMEI HOLDINGS, INC., a Delaware corporation

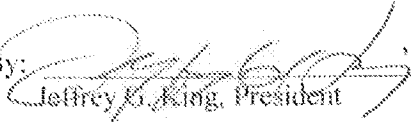
By: _____
Jeffrey G. King, President

COBB TUNING PRODUCTS, LLC, a Utah limited liability company

By: Steven R. Brown
Steven R. Brown, Vice President

IN WITNESS WHEREOF, Grantors have executed this Power of Attorney as of the date stated above.

AUTO METER PRODUCTS, INC., an Illinois corporation

By:  _____
Jeffrey G. King, President

AMEI HOLDINGS, INC., a Delaware corporation

By:  _____
Jeffrey G. King, President

COBB TUNING PRODUCTS, LLC, a Utah limited liability company

By: _____
Steven R. Brown, Vice President

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *Illinois* : SS
COUNTY OF *Cook* :

On this *20th* of *July*, 2014, before me personally appeared Steven R. Brown, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Cobb Tuning Products, LLC, a Utah limited liability company, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Cyndi Lasik

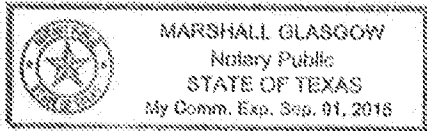
Notary Public
My Commission Expires: *6/11/2017*



COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF Texas : SS
COUNTY OF Texas :

On this 28 of July, 2014, before me personally appeared Jeffrey G. King, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Auto Meter Products, Inc., an Illinois corporation, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

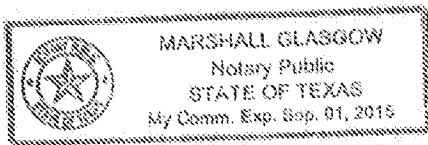


Marshall Glasgow
Notary Public
My Commission Expires: Sept. 1, 2015

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF TEXAS : SS
COUNTY OF TARRANT :

On this 28 of July, 2014, before me personally appeared Jeffrey G. King, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of AMEI Holdings, Inc., a Delaware corporation, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



Marshall Glasgow
Notary Public
My Commission Expires: Sept. 1, 2015

Acknowledgement to Power of Attorney to Intellectual Property Security Agreement