

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317434

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Auburn Gear, LLC		09/08/2014	LIMITED LIABILITY COMPANY: INDIANA

RECEIVING PARTY DATA

Name:	F.N.B. Capital Partners, L.P.
Street Address:	6031 Wallace Road Ext.
Internal Address:	Suite 201
City:	Wexford
State/Country:	PENNSYLVANIA
Postal Code:	15090
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4520949	POWER WHEEL E-TRAC DRIVE SYSTEM
Registration Number:	4029675	TWISTOTOW
Registration Number:	3694764	HOOK UP!
Registration Number:	2856257	ECTED
Registration Number:	1801884	AUBURN GEAR
Registration Number:	2114998	POWER WHEEL
Registration Number:	1914793	AG AUBURN GEAR
Registration Number:	1914551	AG AUBURN GEAR
Registration Number:	1418945	
Serial Number:	86151017	MAX LOCK LOCKER

CORRESPONDENCE DATA

Fax Number: 2025339099

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: 202-467-8800

Email: jspiantanida@vorys.com, dharcher@vorys.com

Correspondent Name: Vorys, Sater, Seymour and Pease LLP

Address Line 1: P.O. Box 2255 -- IPLAW@Vorys

TRADEMARK

Address Line 2: Attn: Tanya Marie Curcio
Address Line 4: Columbus, OHIO 43216-2255

ATTORNEY DOCKET NUMBER: 059684-141/1707/TSA2AUBRN

NAME OF SUBMITTER: Julie S. Piantanida

SIGNATURE: /julie piantanida/

DATE SIGNED: 09/18/2014

Total Attachments: 4

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THIS TRADEMARK SECURITY AGREEMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF SEPTEMBER 8, 2014 IN FAVOR OF FIRST FINANCIAL BANK, NATIONAL ASSOCIATION, WHICH SUBORDINATION AGREEMENT (AS AMENDED IN ACCORDANCE WITH ITS TERMS) IS INCORPORATED HEREIN BY REFERENCE.

TRADEMARK SECURITY AGREEMENT

(Short Form)

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 8, 2014 (the "Effective Date"), to be effective at all times on and after the consummation of the Acquisition, is entered into by and between **AUBURN GEAR, INC.**, an Indiana corporation which will, on the Closing Date, convert to AUBURN GEAR, LLC, an Indiana limited liability company ("Debtor"), whose principal place of business and mailing address is 400 East Auburn Drive, Auburn, Indiana 46706, and **F.N.B. CAPITAL PARTNERS, L.P.**, a Delaware limited partnership ("Secured Party"), located at 6031 Wallace Road Ext., Suite 201, Wexford, PA 15090, and is as follows:

This Agreement is executed in connection with: (a) the Senior Subordinated Loan Agreement dated as of the Effective Date (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") initially by and between Secured Party and AGI Holding Company, Inc., an Indiana corporation which will, on the Closing Date, convert to AGI Holding Company, LLC, an Indiana limited liability company, and as joined by Debtor pursuant to a Joinder Agreement thereto, and (b) the Trademark Security Agreement dated as of the Effective Date (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), executed by Debtor and Secured Party. Capitalized terms used but not defined herein shall have the meaning assigned to them in the Loan Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, to secure the full, prompt and complete payment and performance of the Obligations, Debtor hereby grants and, as applicable, re-grants to Secured Party a continuing security interest in and to, and Lien on, all of the following (all of the following being, collectively, the "Trademark Collateral"):

(a) all of Debtor's right, title and interest in and to all of its now owned or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being, each, a "Trademark," and, collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Trademarks, including damages and payments for past or future infringements of any and all of the Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to the Trademarks; (g) the goodwill of Debtor's business connected with the use of, and symbolized by, any of the foregoing; and (h) all books, records, cash and non-cash proceeds of any and all of the foregoing. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Debtor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

[Signature Page Follows]

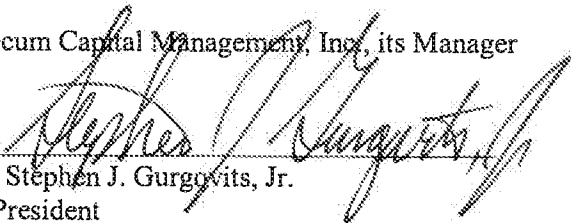
This Agreement is made and dated as of the Effective Date, to be effective at all times on and after the consummation of the Acquisition.

SECURED PARTY:

F.N.B. CAPITAL PARTNERS, L.P.

By: F.N.B. Capital Partners, LLC its General Partner

By: Tecum Capital Management, Inc., its Manager

By: 
Name: Stephen J. Gurgovits, Jr.
Title: President

DEBTOR:

AUBURN GEAR INC.,
which will convert on the Closing Date to
Auburn Gear, LLC

By: _____
Name: Gary E. Rohrs
Title: President

This Agreement is made and dated as of the Effective Date, to be effective at all times on and after the consummation of the Acquisition.

SECURED PARTY:

F.N.B. CAPITAL PARTNERS, L.P.

By: F.N.B. Capital Partners, LLC its General Partner

By: Tecum Capital Management, Inc., its Manager

By: _____

Name: Stephen J. Gurgovits, Jr.

Title: President

DEBTOR:

AUBURN GEAR INC.,

which will convert on the Closing Date to

Auburn Gear, LLC

By:  _____

Name: Gary E. Rohrs

Title: Vice President

**SCHEDULE I
TRADEMARKS**

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
MAX LOCK LOCKER	86151017	12/23/2013		
POWER WHEEL E-TRAC DRIVE SYSTEM	86038847	8/15/2013	4520949	4/29/2014
TWISTOTOW	85068443	6/22/2010	4029675	9/20/2011
HOOK UP!	77538160	8/4/2008	3694764	10/13/2009
ECTED	76180804	12/12/2000	2856257	6/22/2004
AUBURN GEAR	74361524	2/23/1993	1801884	11/2/1993
POWER WHEEL	74691002	6/20/1995	2114998	11/25/1997
AG AUBURN GEAR and Design	74570959	9/8/1994	1914793	8/29/1995
AG AUBURN GEAR and Design	74570958	9/8/1994	1914551	8/29/1995
Quadrilateral Design	73573566	12/16/1985	1418945	12/2/1986