

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327352

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BELL AUTOMOTIVE PRODUCTS, INC.		12/03/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BMO HARRIS, N.A.
Street Address:	One East Camelback Road, Tenth Floor
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85012
Entity Type:	national banking association: ARIZONA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	85838639	FILL & GO
Serial Number:	85838681	SEAL & GO
Serial Number:	86339357	TRUE-RENEW
Serial Number:	86395358	BELL
Registration Number:	4003436	BELL AUTOMOTIVE PRODUCTS
Registration Number:	3878218	BELL AUTOMOTIVE
Registration Number:	4388577	SHAGGY
Registration Number:	3545144	QUIK AIRE VICTOR
Registration Number:	3687276	NATURAL EFFECTS
Registration Number:	1328075	COBBS
Registration Number:	4298091	BELLAIRE
Registration Number:	4379872	PLUG & GO
Registration Number:	4569531	HYPERFLEX CORE
Registration Number:	4569532	HYPERFLEX CORE

CORRESPONDENCE DATA

Fax Number: 6023647070

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: 602-364-7000

TRADEMARK

Email: julie.eslick@bryancave.com
Correspondent Name: Bryan Cave LLP
Address Line 1: Two N Central Avenue, Suite 2200
Address Line 2: Julie A. Eslick
Address Line 4: Phoenix, ARIZONA 85004

ATTORNEY DOCKET NUMBER: 0373846

NAME OF SUBMITTER: JULIE A. ESLICK

SIGNATURE: /Julie A. Eslick/

DATE SIGNED: 12/26/2014

Total Attachments: 4

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TRADEMARK COLLATERAL AGREEMENT

This 3rd day of December, 2014, **BELL AUTOMOTIVE PRODUCTS, INC.**, a Delaware corporation (the "*Debtor*"), with its principal place of business and mailing address at 18940 N. Pima Road, Suite 200, Scottsdale, Arizona 85255 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to **BMO HARRIS BANK, N.A.**, a national banking association ("*BMO*") with its mailing address at One East Camelback Road, Tenth Floor, Phoenix, Arizona 85012, acting as administrative agent hereunder for the Secured Parties defined in that certain Security Agreement hereinafter defined (said BMO acting as such agent and any successor or successors to said BMO in such capacity being hereinafter referred to as the "*Agent*"), and grants to Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

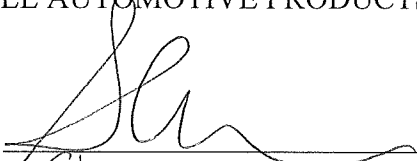
(ii) All proceeds to the foregoing, including without limitation any claim by a Debtor against third parties for damages for reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration and trademark application, in each case together with the right to sue for and collect said damages;

(all of the foregoing being herein sometimes referred to as the "*Trademark Collateral*"), to secure performance of all Secured Obligations as set out in that certain Second Amended and Restated Security Agreement dated as of December 3, 2014, originally by and between Debtor and Agent (such Security Agreement as the same may be amended, supplemented, restated, or modified from time to time being referred to herein as the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the mortgage, pledge and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Trademark Collateral Agreement may be executed in counterparts.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BELL AUTOMOTIVE PRODUCTS, INC.

By 
Name Shannon Warner
Title CFO

Accepted and agreed as of the date first above written.

BMO HARRIS BANK, N.A., as Agent

By _____
Name _____
Title _____

[Signature Page to Trademark Collateral Agreement]

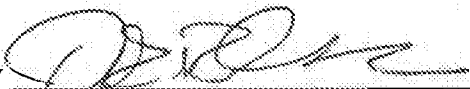
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BELL AUTOMOTIVE PRODUCTS, INC.

By _____
Name _____
Title _____

Accepted and agreed as of the date first above written.

BMO HARRIS BANK, N.A., as Agent

By  _____
Name Tim R. Buckley
Title Managing Director

SCHEDULE A-1

United States Trademarks				
Title	Appl. No.	Filed	Reg. No.	Reg. Date
FILL & GO	85/838639	1-Feb-13		
SEAL & GO	85/838681	1-Feb-13		
TRUE-RENEW	86/339,357	16-Jul-14		
BELL (logo)	86/395,358	15-Sep-14		
BELL AUTOMOTIVE PRODUCTS	78444642	1-Jul-04	4003436	26-Jul-11
BELL AUTOMOTIVE	78981389	1-Jul-04	3878218	16-Nov-10
SHAGGY	85326542	20-May-11	4388577	20-Aug-13
QUIK AIRE VICTOR	78673233	19-Jul-05	3545144	9-Dec-08
NATURAL EFFECTS	77566445	10-Sep-08	3687276	22-Sep-09
COBBS	73385161	13-Sep-82	1328075	2-Apr-85
BELLAIRE	85677801	16-Jul-12	4298091	5-Mar-13
PLUG & GO	85810082	24-Dec-12	4379872	6-Aug-13
HYPERFLEX CORE	85923294	3-May-13	4569531	15-Jul-14
HYPERFLEX CORE (Logo)	85923359	3-May-13	4569532	15-Jul-14