TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350618

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IE ACQUISITION, LLC		10/07/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	GENERAL ELECTRIC CAPITAL CORPORATION
Street Address:	500 West Monroe Street
Internal Address:	SUITE 1700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4572325	AEROVISION
Registration Number:	3192779	HYDROGARD
Registration Number:	3180568	ULTRAPURE
Registration Number:	3115012	INSTALLEREDGE
Registration Number:	4444081	INSTALLEREDGE FOR CAR CARE PROFESSIONALS
Registration Number:	4418799	EZPAC
Registration Number:	4400449	INSTALLEREDGE
Registration Number:	4095017	INSTALLEREDGE
Registration Number:	4030408	INSTALLEREDGE FOR CAR CARE PROFESSIONALS
Registration Number:	3754718	TECHNAFIL

OP $265.00 4572325

CORRESPONDENCE DATA

Fax Number: 4045725134

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: 404 572 4600
Email: vbantug@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: 1185 Avenue of the Americas

Address Line 4:	New York, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	09636.015105
NAME OF SUBMITTER:	Vicky R. Bantug
SIGNATURE:	/Vicky R. Bantug/
DATE SIGNED:	08/06/2015

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 7, 2014, is made by IE Acquisition, LLC, a Delaware limited liability company (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of July 30, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Service Champ, Inc., a Delaware corporation, as a borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of April 2, 2012, in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor has executed a Joinder Agreement, dated as of the date hereof, and is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower under the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition have the meanings ascribed thereto, respectively, in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations on the terms set forth in the Loan Documents, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all Trademarks owned by the Grantor, including, without limitation, those referred to on Schedule 1 hereto (provided, however, no security interest shall be granted or attach hereunder with respect to any Trademark applications filed by the Grantor with the United States Patent and Trademark Office (USPTO) on the basis of the Grantor's intent to use any such Trademark pursuant to 15 U.S.C. § 1051(b), unless and until such Trademark is used in interstate commerce and unless and until an acceptable amendment to allege use or statement of use pursuant to 15 U.S.C. § 1051(c) or (d), as applicable, is filed with the USPTO, at which

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point the security interest granted hereunder shall attach to such application, if the granting of a lien in such application prior to such use and filing would adversely affect the enforceability or validity of such application);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, or other violation thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Assignment by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

IE ACQUISITION, LLC
as Grantor

By: _____
Name: Thomas J. Janis
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name:
Title: Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

State of PENNSYLVANIA)
) ss.
County of BUCKS)

On this 22 day of October, 2014, before me personally appeared Thomas J. Janis, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of IE ACQUISITION, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Member and that he acknowledged said instrument to be the free act and deed of said corporation.

Deanna Berman
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Deanna Berman, Notary Public
New Britain Twp., Bucks County
My Commission Expires July 7, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

MARK	JURISDICTION	REGISTRATION No. or (APPLICATION No.)	REGISTRATION DATE or (APPLICATION DATE)	OWNER
Pending Applications and Current Registrations				
AEROVISION	USA	4572325	7/22/2014	AutoEdge Distribution Inc. DBA InstallerEDGE
HYDROGARD	USA	3192779	1/2/2007	AutoEdge Distribution Inc. DBA InstallerEDGE
ULTRAPURE	USA	3180568	12/5/2006	AutoEdge Distribution Inc. DBA InstallerEDGE
INSTALLEREDGE	USA	3115012	7/11/2006	AutoEdge Distribution Inc. DBA InstallerEDGE
INSTALLEREDGE FOR CAR CARE PROFESSIONALS & Design	USA	4444081	12/3/2013	AutoEdge Distribution Inc. DBA InstallerEDGE
EZPAC	USA	4418799	10/15/2013	AutoEdge Distribution Inc. DBA InstallerEDGE
INSTALLEREDGE	USA	4400449	9/10/2013	AutoEdge Distribution Inc. DBA InstallerEDGE

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INSTALLEREDGE	USA	4095017	2/7/2012	AutoEdge Distribution Inc. DBA InstallerEDGE
INSTALLEREDGE FOR CAR CARE PROFESSIONALS & Design	USA	4030408	9/27/2011	AutoEdge Distribution Inc. DBA InstallerEDGE
TECHNAFIL	USA	3754718	3/2/2010	AutoEdge Distribution Inc. DBA InstallerEDGE
AEROVISION	Canada	TMA856558	7/30/2013	AutoEdge Distribution Inc. DBA InstallerEDGE
EZPAC	Canada	TMA858871	8/29/2013	AutoEdge Distribution Inc. DBA InstallerEDGE
INSTALLEREDGE FOR CAR CARE PROFESSIONALS & Design	Canada	TMA798806	5/30/2011	AutoEdge Distribution Inc. DBA InstallerEDGE
INSTALLEREDGE	Canada	TMA828298	7/18/2012	AutoEdge Distribution Inc. DBA InstallerEDGE
GREEN SOLUTIONS	Canada	TMA844848	2/26/2013	AutoEdge Distribution Inc. DBA InstallerEDGE
HYDROGARD	Canada	TMA798805	5/30/2011	AutoEdge Distribution Inc. DBA InstallerEDGE
TECHNAFIL	Canada	TMA798808	5/30/2011	AutoEdge Distribution Inc. DBA

				InstallerEDGE
AEROVISION	India	969129	3/11/2011	AutoEdge Distribution Inc. DBA InstallerEDGE
INSTALLEREDGE	India	974121	3/15/2011	AutoEdge Distribution Inc. DBA InstallerEDGE
TECHNAFIL	India	968388	3/10/2011	AutoEdge Distribution Inc. DBA InstallerEDGE