

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of a Security Interest - Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Walbro Engine Management, L.L.C.		06/22/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FSJC VII LLC, AS ADMINSTRATIVE AGENT		
<b>Street Address:</b>	Two Greenwich Plaza		
<b>Internal Address:</b>	4th Floor		
<b>City:</b>	Greenwich		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06830		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85403312	EEM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)294-4700		
<b>Phone:</b>	212 294-6700		
<b>Email:</b>	dbolden@winston.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Denise Bolden		
<b>Address Line 1:</b>	200 Park Avenue		
<b>Address Line 2:</b>	Winston & Strawn LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>ATTORNEY DOCKET NUMBER:</b>	86039.9		
<b>NAME OF SUBMITTER:</b>	Denise Bolden		

**CH \$40.00 85403312**

**900202729**

**TRADEMARK  
 REEL: 004627 FRAME: 0572**

Signature:	/W&S/
Date:	09/22/2011
Total Attachments: 4 source=FSJC VII LLC SECURITY INTERESTpdf#page1.tif source=FSJC VII LLC SECURITY INTERESTpdf#page2.tif source=FSJC VII LLC SECURITY INTERESTpdf#page3.tif source=FSJC VII LLC SECURITY INTERESTpdf#page4.tif	

GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, Walbro Engine Management, L.L.C., a Delaware limited liability company (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated June 22, 2011 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of FSJC VII LLC, as the Administrative Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of June \_\_, 2011

WALBRO ENGINE MANAGEMENT L.L.C.

By: Edward K. Duplaga  
Name: Edward K. Duplaga  
Title: Secretary

STATE OF Michigan  
COUNTY OF Macomb

ss.: 370-56-3403

On this 20<sup>th</sup> day of June, 2011, before me personally came Edward K. Duplaga, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Secretary of Walbro Engine Management, LLC a Delaware limited liability company, and that s/he executed the foregoing instrument in the firm name of Walbro Engine Management, LLC, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Sharon M. Petrill  
[NOTARY SEAL]

SHARON M. PETRILL  
Notary Public, State of Michigan  
County of Macomb  
My Commission Expires Dec. 5, 2011  
Acting in the County of OAKLAND

[Signature Page – Grant of Patent Security Interest (WEM)]

TRADEMARK  
REEL: 004627 FRAME: 0575

SCHEDULE A TO GRANT OF A SECURITY INTEREST - TRADEMARKS

TRADEMARKS AND TRADEMARK APPLICATIONS

<b>Title</b>	<b>Register Number</b>	<b>Registration Date</b>	<b>Serial Number</b>	<b>File Date</b>	<b>Status</b>
WALBRO (Word Mark)	938745	7-25-1972	72/388448	4-5-1971	Registered
"W WALBRO" (Slanted Design)	3287832	9-4-2007	78/661094	6-29-2005	Registered
We enable Machines that make life better	3678282	9-8-2009	77/300758	10-10-2007	Registered

SUPPLEMENT TO SCHEDULE A TO GRANT OF A SECURITY INTEREST -  
TRADEMARKS

TRADEMARKS AND TRADEMARK APPLICATIONS

<b>Title</b>	<b>Register Number</b>	<b>Registration Date</b>	<b>Serial Number</b>	<b>File Date</b>	<b>Status</b>
EEM			85/403312	8-22-2011	Pending