

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|----------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AUTOTRONIC CONTROLS CORPORATION | | 08/21/2013 | CORPORATION: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Z Capital Special Situations Fund II, L.P. | | |
| Street Address: | Two Conway Park, 150 Field Dr., Suite 300 | | |
| City: | Lake Forest | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60045 | | |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86031667 | BRAINWAVE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129939767 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 3129932647 | | |
| Email: | zeynep.gieseke@lw.com | | |
| Correspondent Name: | Zeynep Gieseke | | |
| Address Line 1: | 233 S. Wacker Drive, Suite 5800 | | |
| Address Line 2: | c/o Latham & Watkins LLP | | |
| Address Line 4: | Chicago, ILLINOIS 60606 | | |
| ATTORNEY DOCKET NUMBER: | 053331-0001 | | |
| NAME OF SUBMITTER: | Zeynep Gieseke | | |
| Signature: | /zg/ | | |

CH \$40.00 86031667

Date:

08/22/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of August 21, 2013, is between AUTOTRONIC CONTROL CORPORATION, a Texas corporation (the “**Grantor**”) and Z CAPITAL SPECIAL SITUATIONS FUND II, L.P., a Delaware limited partnership, as Agent (as defined in the below described Credit Agreement, in such capacity, the “**Grantee**”) for the benefit of the Lenders (as defined below).

WHEREAS, Grantor owns the Trademark registrations and Trademark registration applications listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor has entered into that certain Third Amended and Restated Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Grantor, certain of its affiliates (collectively with Grantor, the “**Borrowers**”), Grantee and the financial institutions that from time to time become lenders thereunder (the “**Lenders**”), providing for extensions of credit and other financial accommodations to be made to Grantor and the other Borrowers by Agent and Lenders; all capitalized terms used but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement; and

WHEREAS, pursuant to the terms of that certain Third Amended and Restated Security Agreement dated as of March 31, 2006 (as amended and reaffirmed by the Second Master Reaffirmation and Amendment Agreement and as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between Grantor, certain of its affiliates and Grantee, Grantor has granted to Grantee, for the benefit of Grantee and Lenders, a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations and Trademark registration applications, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of the “**Obligations**” (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademark registrations and Trademark registration applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application; and
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the

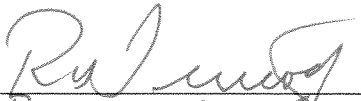
Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark registration applications referred in Schedule 1 or (b) injury to the goodwill associated with any Trademark or Trademark registration.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the 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.

- Remainder of page intentionally left blank; signature page follows -


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the day and year first above written.

AUTOTRONIC CONTROLS CORPORATION,
a Texas corporation

By: 
Name: Ronald H. Turillo
Title: CEO

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the day and year first above written.

Z CAPITAL SPECIAL SITUATIONS FUND II,
L.P.,
as the Agent

By: 
Name: John F. Jones
Title: President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Applications:

| Name of Mark | Owner | Application No. |
|---------------------|------------------------------------|------------------------|
| Brainwave | Autotronic Controls Corporation | 86/031,667 |