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Form PTO-1595

(Rev. 03/01)

RECC

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OMB No. 0651-0027 (exp. 5/31/2002)

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Auto Meter Products, Inc.

2. Name and address of receiving party(ies)

Name: Churchill Capital Partners, IV, L.P.

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐

Assignment

☐

Merger

☒

Security Agreement

☐

Change of Name

☐

Other _____

Street Address: 2400 Metropolitan Centre

333 South Seventh Street

City: Minneapolis State: MN Zip: 55402

Execution Date: 08/29/2002

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) See Attached.

B. Patent No.(s) See Attached.

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Goldberg Kohn et al.

Internal Address: Elizabeth Kostiuk, Paralegal

Street Address: 55 East Monroe Street

Suite 3700

City: Chicago State: IL Zip: 60603

6. Total number of applications and patents involved: 8

7. Total fee (37 CFR 3.41).....\$ 320.00

☒

Enclosed

☐

Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Elizabeth Kostiuk, Paralegal

Name of Person Signing

Signature

September 5, 2002

Date

09/05/2002 BYVME 00000216 6359442

Total number of pages including cover sheet, attachments, and documents: 1

01 FC:581

320.00 DP

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 13240 FRAME: 0575

SCHEDULE A**PATENTS**

Patent Description	Owner or Inventor	Patent No.
Microprocessor-based hand-held battery tester system	Auto Meter Products, Inc.	6359442
Dual range tachometer	Auto Meter Products, Inc.	6215298
High performance tachometer having a shift indicator system with "short-shift" protection	Auto Meter Products, Inc.	6137399
Microprocessor-based battery tester system	Auto Meter Products, Inc.	6061638
High performance tachometer with automatic triggering	Auto Meter Products, Inc.	5982168
High performance tachometer	Auto Meter Products, Inc.	5905374
Handheld battery tester	Auto Meter Products, Inc.	D442503
Gauge with Illuminated Dial and Pointer	Auto Meter Products, Inc.	Filed 4/26/02; awaiting serial number

THIS SENIOR SUBORDINATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT AND THE INDEBTEDNESS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF AUGUST 29, 2002 AMONG CHURCHILL CAPITAL PARTNERS IV, L.P., AUTO METER ENTERPRISES, INC., AUTO METER PRODUCTS, INC. AND ANTARES CAPITAL CORPORATION, TO THE SENIOR INDEBTEDNESS (AS DEFINED IN THE SUBORDINATION AGREEMENT); AND EACH HOLDER OF THIS SENIOR SUBORDINATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

SENIOR SUBORDINATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS SENIOR SUBORDINATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement") is made as of the 29 day of August, 2002 by and between Auto Meter Products, Inc., an Illinois Corporation, ("Borrower"), and Churchill Capital Partners IV, L.P., a Delaware limited partnership (the "Grantee").

W I T N E S S E T H

WHEREAS, pursuant to a certain Senior Subordinated Note Purchase Agreement of even date herewith by and between Borrower and Grantee (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), the Grantee has agreed to purchase Senior Subordinated Notes of the Company;

WHEREAS, a certain Senior Subordinated Security Agreement of even date herewith between Grantee and Borrower (the "Security Agreement") grants to Grantee, a continuing security interest in certain of Borrower's assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Security Agreement; Note Purchase Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Note Purchase Agreement.

2. Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, Borrower hereby grants to Grantee a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) any patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Patents");

(b) any copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Copyrights");

(c) any trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed in Schedule C attached hereto and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Trademarks"); and

(d) all rights corresponding to any of the foregoing throughout the world and the goodwill of Borrower's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to Grantee under this Agreement, Borrower hereby assigns, transfers and conveys, effective upon the occurrence and during the continuance of any Event of Default, to Grantee, all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above to the extent necessary to enable Grantee to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Grantee and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to Borrower or any other Person by Grantee (except that if Grantee shall receive

proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations).

3. Reports of Applications. The Patents, Copyrights and Trademarks listed on Schedules A, B and C, respectively, constitute all of the federally registered patents, copyrights and trademarks, and all of the federal applications therefor now owned by Borrower. Borrower shall provide Grantee on an annual basis with a list of all patents, copyrights and trademarks issued or applied for by Borrower subsequent to the issuance of the previous list, which patents, copyrights and trademarks, if any, shall be subject to the terms and conditions of the Security Agreement and this Agreement.

4. Effect on Credit Agreement; Cumulative Remedies. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Grantee under the Note Purchase Agreement or the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Grantee with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Note Purchase Agreement or the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, GRANTEE SHALL NOT HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT, AND UNTIL THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT BORROWER SHALL HAVE ALL OF SUCH RIGHTS.

5. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Grantee and its successors and assigns.

6. APPLICABLE LAW; SEVERABILITY. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE MINNESOTA UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF MINNESOTA, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS AGREEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AGREEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

AUTO METER PRODUCTS, INC.

By M. M. 121
Its Asst. Sec.

Accepted and Agreed to:

CHURCHILL CAPITAL PARTNERS IV, L.P.

By: Churchill Capital IV, L.L.C.
Its: General Partner

By: Churchill Capital, Inc. as Managing Agent

By: M. M. 121
Its: Principal

M1:899597.04

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Microprocessor-based battery tester system	Auto Meter Products, Inc.	6061638
High performance tachometer with automatic triggering	Auto Meter Products, Inc.	5982168
High performance tachometer	Auto Meter Products, Inc.	5905374
Handheld battery tester	Auto Meter Products, Inc.	D442503
Gauge with Illuminated Dial and Pointer	Auto Meter Products, Inc.	Filed 4/26/02; awaiting serial number

SCHEDULE B

COPYRIGHT REGISTRATIONS

Title of Work	Owner	Registration No.
Auto Meter Products, Inc. Worldwide Web Site	Auto Meter Products, Inc.	TX5036237

SCHEDULE C**TRADEMARK REGISTRATIONS**

Mark	Owner	Serial No.	Reg. No.	Status
NONE (Design Only)	Auto Meter Products, Inc.	75-777971	2564743	Registered
POWER BAND (Words Only)	Auto Meter Products, Inc.	75-620461		Abandoned
PRO-LITE (Words Only)	Auto Meter Products, Inc.	75-618307	2370310	Registered
PLAYBACK (Words Only)	Auto Meter Products, Inc.	75-607940		Abandoned
NONE (Design Only)	Auto Meter Products, Inc.	75-457081		Published -- Opposed
BATTERY EXTENDER (Words Only)	Auto Meter Products, Inc.	75-412311	2363364	Registered
NONE (Design Only)	Auto Meter Products, Inc.	74-497120	1903908	Registered
AMI (Stylized Letters)	Auto Meter Products, Inc.	74-494857	1916087	Registered
PHANTOM (Stylized Letters)	Auto Meter Products, Inc.	74-487163	1875140	Registered
ULTRA-LITE (Stylized Letters)	Auto Meter Products, Inc.	74-487249	1967655	Registered
AUTO METER COMPETITION INSTRUMENTS (Words and Design)	Auto Meter Products, Inc.	74-202928	1732643	Registered
AUTO METER (Words and Design)	Auto Meter Products, Inc.	74-072359	1683615	Renewed
AUTO GAGE (Stylized Letters)	Auto Meter Products, Inc.	73-622322	1497472	Registered
AUTO-STROB (Words Only)	Auto Meter Products, Inc.	72-152654	751681	Expired
AUTO METER PRODUCTS (Words Only)	Auto Meter Products, Inc.	72-152653	778877	Expired

M1:899597.04

GOLDBERG, KOHN, BELL, BLACK, ROSENBLOOM & MORITZ, LTD.

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September 4, 2002

VIA EXPRESS MAIL

U.S. Patent and Trademark Office
1213 Jefferson Davis Highway, G4, 3rd Floor
Arlington, Virginia 22202

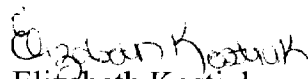
**Re: Senior Subordinated Patent, Trademark and Copyright Security
Agreement (3972.024)**

Dear Sir or Madam:

Enclosed please find a Recordation Form Cover Sheet for Patents and applicable fees to be recorded in the Patent and Trademark Office. Please return the self-addressed, stamped postcard acknowledging your receipt of the enclosed documents.

Please do not hesitate to call with any questions you may have regarding the enclosed materials.

Sincerely,


Elizabeth Kostiuk
Legal Assistant

EAK

Enclosures

cc: Jonathan Cooper, Esq. (w/ encl.)
Anne Marie Pisano, Esq. (w/ encl.)
E.J. Johnson, Esq. (w/ encl.)