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RECORDATION FORM C
PATENTS



DEPT. OF COMMERCE
Trademark Office

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102431259

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

1. Name of conveying party(ies):

Midas International Corporation

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: March 27, 2003

2. Name and address of receiving party(ies)

Name: U.S. Bank National Association

Internal Address: _____

Street Address: 225 Asylum Street

23rd Floor

City: Hartford State: CT Zip: 06103

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)

None

B. Patent No.(s)

5,281,778

Additional numbers attached? ☒ Yes ☐ No

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

Name: Niki Wolfe

Internal Address: Choate, Hall & Stewart

Exchange Place

Street Address: 53 State Street

City: Boston State: MA Zip: 02109

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 80.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jessica Lappin

Name of Person Signing

Signature

4/7/03

Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT
REEL: 013974 FRAME: 0859

Schedule "A"

PATENT SECURITY ASSIGNMENT SCHEDULE

Midas International Corporation

PATENTS	COUNTRY	PATENT #	ISSUE DATE	STATUS	OWNER/ASSIGNEE
VEHICULAR MUFFLER WITH HEAT SHIELD	USA	5,281,778	1/25/94	MAINTENANCE FEES CURRENT	Midas International Corporation
HIGH PERFORMANCE MUFFLER	USA	6,364,054	4/2/02	MAINTENANCE FEES CURRENT	Midas International Corporation

PATENT NUMBERS:

6,364,054

ASSIGNMENT FOR SECURITY

PATENTS

This Assignment for Security is made as of March 27, 2003 by Midas International Corporation, a Delaware corporation (the "Assignor") in favor of U.S. Bank National Association, as Collateral Agent for the Noteholders referred to below (the "Assignee").

The Assignor has adopted, used and is using, and holds all right, title and interest in and to, the letter patents, design and utility patents listed on the annexed Schedule "A", which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents").

The Assignor is a party to a Note, Guaranty and Security Agreement dated as of March 27, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "Note Agreement") by and among the Assignor, Midas, Inc., a Delaware corporation, and each of its other Subsidiaries party thereto and, on the other hand, the financial institutions party thereto as Noteholders (collectively, the "Noteholders") and the Assignee.


Pursuant to the Note Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of Assignee and each of the Noteholders a continuing security interest in all right, title and interest of the Assignor in all then-existing and thereafter acquired letter patents, design and utility patents and the applications and registrations thereof, including without limitation the Patents and related registrations and applications set forth on Schedule "A" attached hereto (collectively, the "Patent Collateral") to secure the prompt repayment of the Obligations and the Guaranteed Obligations (each defined in the Note Agreement and collectively, the "Secured Obligations") and the due performance and observance by Assignor of all of its other obligations from time to time existing in respect of the Notes, the Note Agreement and all other Note Documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Noteholders, a continuing first priority security interest in the Patent Collateral in order to secure the prompt repayment of the Secured Obligations and the due performance and observance by Assignor of all of its other obligations from time to time existing in respect of the Notes, the Note Agreement and all other Note Documents.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Patent Collateral are more fully set forth in the Note Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. Capitalized terms used herein and not defined herein shall have their meanings as set forth in the Note Agreement.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first above written.

MIDAS INTERNATIONAL CORPORATION,
a Delaware corporation

By: 
Name: William M. Guzik
Title: Senior Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Illinois

ss.:

COUNTY OF Cook

On this 27th day of March 2003, before me, the undersigned, personally appeared William M. Guzik, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[NOTARY SEAL]



