

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
SPEEDSTAR HOLDING CORPORATION	12/21/2010
SPEEDSTAR ACQUISITION CORPORATION	12/21/2010
TRANSTAR HOLDING COMPANY	12/21/2010
TRANSTAR GROUP, INC.	12/21/2010
TRANSTAR INDUSTRIES, INC.	12/21/2010
TRANSTAR INTERNATIONAL, INC.	12/21/2010
TRANSTAR AUTOBODY TECHNOLOGIES, INC.	12/21/2010
AXIOM AUTOMOTIVE HOLDINGS CORPORATION	12/21/2010
AXIOM AUTOMOTIVE TECHNOLOGIES, INC.	12/21/2010
DIY TRANSMISSION PARTS, LLC	12/21/2010
AXIOM TECHNOLOGIES HOLDINGS CORP., INC.	12/21/2010

**RECEIVING PARTY DATA**

<b>Name:</b>	ROYAL BANK OF CANADA
<b>Street Address:</b>	200 BAY STREET, SOUTH TOWER
<b>Internal Address:</b>	ROYAL BANK PLAZA
<b>City:</b>	TORONTO, ONTARIO
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5J 2W7

**PROPERTY NUMBERS Total: 8**

Property Type	Number
Application Number:	11950846
Application Number:	11931161
Application Number:	12327270
Application Number:	12770177
Application Number:	61314657
Patent Number:	5548016

**CH \$320.00 11950846**

Patent Number:	7195578
Patent Number:	7527577

**CORRESPONDENCE DATA**

Fax Number: (646)848-4455  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-848-4455  
Email: jlik@shearman.com  
Correspondent Name: Gloria Jung  
Address Line 1: 599 Lexington Avenue  
Address Line 2: Shearman & Sterling LLP  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35614/157
NAME OF SUBMITTER:	GLORIA JUNG

**Total Attachments: 6**  
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EXECUTION VERSION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated December 21, 2010, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of ROYAL BANK OF CANADA, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, SPEEDSTAR HOLDING CORPORATION, a Delaware corporation ("Holdings") and SPEEDSTAR ACQUISITION CORPORATION ("Merger Sub" and, at any time prior to the consummation of the Assumption (as defined in the Credit Agreement), the "Borrower"), a Delaware corporation, and a direct wholly-owned subsidiary of Holdings, to be merged with and into TRANSTAR HOLDING COMPANY (the "Company" and, upon and at any time after the consummation of the Assumption, the "Borrower") have entered into that certain Second Lien Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with ROYAL BANK OF CANADA, as Administrative Agent and Collateral Agent, and each Lender from time to time party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Term Loan by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated as of the date hereof made by the Grantors to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "Patents");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or the marks that are the subject thereof under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");
- (iii) the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(v) any and all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations, violations, misuses or breaches thereof, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, including, without limitation, obligations under such Grantor's Guaranty.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer, as applicable, record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Intercreditor Agreement. Notwithstanding any other provision contained herein, this IP Security Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement and, to the extent provided therein, the First Lien Security Documents (as such term is defined in the Intercreditor Agreement). In the event of any conflict or inconsistency between the provisions of this IP Security Agreement and the Intercreditor Agreement that relates solely to the rights or obligations of, or relationship between, the First Lien Secured Parties and the Second Lien Secured Parties (as each such term is defined in the Intercreditor Agreement), the provisions of the Intercreditor Agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SPEEDSTAR HOLDING CORPORATION

By: \_\_\_\_\_

  
Rajat Duggal  
President and Chief Executive Officer

SPEEDSTAR ACQUISITION CORPORATION

By: \_\_\_\_\_

  
Rajat Duggal  
President and Chief Executive Officer

TRANSTAR HOLDING COMPANY

By: \_\_\_\_\_

Jeff Marshall  
Executive Vice President, Chief Financial  
Officer and Treasurer

TRANSTAR GROUP, INC.

By: \_\_\_\_\_

Jeff Marshall  
Executive Vice President, Chief Financial  
Officer and Treasurer

TRANSTAR INDUSTRIES, INC.

By: \_\_\_\_\_

Jeff Marshall  
Executive Vice President, Chief Financial  
Officer and Treasurer

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By: \_\_\_\_\_  
Rajat Duggal  
President and Chief Executive Officer

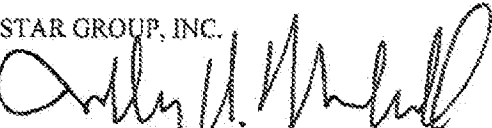
SPEEDSTAR ACQUISITION CORPORATION

By: \_\_\_\_\_  
Rajat Duggal  
President and Chief Executive Officer

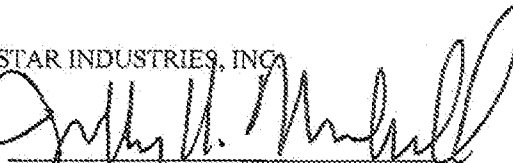
TRANSTAR HOLDING COMPANY

By:   
Jeff Marshall  
Executive Vice President, Chief Financial  
Officer and Treasurer

TRANSTAR GROUP, INC.

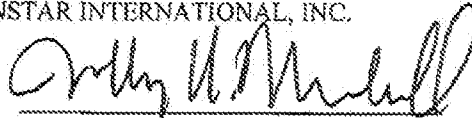
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TRANSTAR INTERNATIONAL, INC.

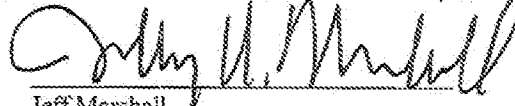
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TRANSTAR AUTOBODY TECHNOLOGIES, INC.

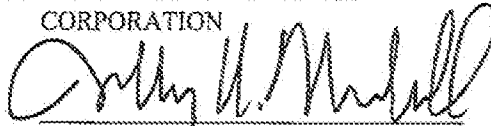
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AXIOM AUTOMOTIVE HOLDINGS  
CORPORATION

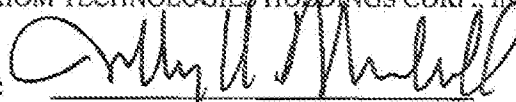
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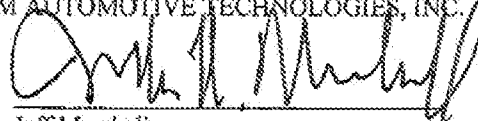
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AXIOM AUTOMOTIVE TECHNOLOGIES, INC.

By:



Jeff Marshall  
Executive Vice President, Chief Financial  
Officer and Treasurer

DIY TRANSMISSION PARTS, LLC

By:



Jeff Marshall

Executive Vice President, Chief Financial  
Officer and Treasurer

Speedway - Second Lien Intellectual Property Security Agreement Signature Page

RECORDED: 01/12/2011

PATENT  
REEL: 025764 FRAME: 0749