

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
AUTO METER PRODUCTS, INC.	01/06/2012
RECEIVING PARTY DATA	
Name:	ANTARES CAPITAL CORPORATION, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	7278749
Patent Number:	7472940
Patent Number:	7553037
Patent Number:	7612660
Patent Number:	7877172
Patent Number:	7264074
Patent Number:	D516010
Patent Number:	D535608
Application Number:	12216933
Application Number:	12560851
CORRESPONDENCE DATA	
Fax Number:	(312)863-7806
Phone:	312-863-7198
Email:	nancy.brougher@goldbergkohn.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.	

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Correspondent Name: Nancy Brougher
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	3972.024
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NAME OF SUBMITTER:	Nancy Brougher
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Total Attachments: 6
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**AMENDMENT NO. 2 TO
PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT**

THIS AMENDMENT NO. 2 ("**Amendment**") to that certain Patent, Trademark and Copyright Security Agreement dated as of August 29, 2002 (the "**Security Agreement**") made by Auto Meter Products, Inc., an Illinois corporation (the "**Borrower**"), in favor of Antares Capital Corporation, a Delaware corporation, as agent ("**Agent**") for its own benefit and the benefit of the Lenders, is made as of January 6, 2012.

WHEREAS, the Borrower and Agent are parties to that certain Amended and Restated Credit Agreement dated as of June 30, 2006 (as it has been and may be further amended, restated, supplemented or otherwise modified from time to time, "**Credit Agreement**"), pursuant to which the Agent and Lenders agreed to extend loans and certain other financial accommodations to the Borrower;

WHEREAS, in connection with the Credit Agreement, Borrower and Agent entered into a Security Agreement dated as of August 29, 2002 (as it has been and may be further amended, restated, supplemented or otherwise modified from time to time), pursuant to which the Borrower granted to the Agent a security interest in substantially all of the Borrower's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, tradenames, service marks, service mark applications, goodwill and licenses (collectively, "**Intellectual Property**");

WHEREAS, the Security Agreement was duly recorded in the United States Patent and Trademark Office on September 4, 2002 at Reel 018015, Frame 0284 and a supplement thereto was duly recorded on July 28, 2006 at Reel 013231, Frame 0652;

WHEREAS, Borrower has notified Agent that Borrower desires to enter into that certain Agreement and Bill of Sale dated as of even date herewith by and among Proparts LLC, a Maryland limited liability company ("**Proparts**"), John T. Sullivan, Dana Keith, Michael Sullivan, Steve McAllister and Borrower, pursuant to which Borrower shall purchase substantially all of the assets of Proparts (such purchase being referred to herein as the "**Proparts Acquisition**");

WHEREAS, on the date hereof, Borrower shall acquire interests in certain specific Intellectual Property (the "**New Intellectual Property**") in connection with the Proparts Acquisition; and

WHEREAS, in accordance with Section 3 of the Security Agreement, the Borrower has agreed to amend the Security Agreement to confirm the inclusion of such New Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Security Agreement as follows:

1. Schedules. Schedules A (Patents) and C (Trademarks) as referred to in the Security Agreement are hereby supplemented by the schedules attached hereto.

2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Security Agreement shall remain in full force and effect as executed.

(signature page follows)

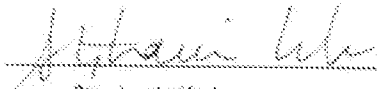
IN WITNESS WHEREOF, the Borrower and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

AUTO METER PRODUCTS, INC.

By 
Its Vice President

ACCEPTED AND ACKNOWLEDGED BY:

ANTARES CAPITAL CORPORATION, as Agent

By 
Its Stephanie Krebs
Duly Authorized Signatory

SUPPLEMENT TO

SCHEDULE A

PATENTS

Patents and Patent Applications

Country	Title	Filing Date	Patent No. or Application No.
U.S.	Gauge with Large Illuminated Gauge Face	1/6/2005	7,278,749
U.S.	Universal Instrument Mount	10/11/2006	7,472,940
U.S.	Light Diffusion Device for a Gauge Dial Plate	9/11/2007	7,553,037
U.S.	Pit Road Display	4/20/2009	7,612,660
U.S.	Pit Road Display	7/29/2009	7,877,172
U.S.	After-Market Dashboard Bezel for an Automobile Having a Number of Instrument Holders and Associated Method	10/25/2000	7,264,074
U.S.	Long Vehicle Monitor Pod	12/16/2004	D516,010
U.S.	Short Vehicle Monitor Pod	12/16/2004	D535,608
U.S.	Pit Road Display	7/14/2008	12/216,933
U.S.	Pit Road Display	9/16/2008	12/560,851

SUPPLEMENT TO SCHEDULE C

TRADEMARKS

Country	Mark	Filing Date	Registration No.
U.S.	PROPARTS	4/15/2002	2,652,966
U.S.	SULLY	6/19/2006	3,455,688
U.S.	SPEK	4/28/2005	3,105,738
U.S.	WIDE ANGLE DIAL	6/19/2006	3,506,818
U.S.	PROPOD	10/30/2001	2,609,713
U.S.	WEDGE	4/15/2002	2,690,587
	WEDGE		Not registered
	SPEC PRO		Not registered