

Form **PTO-1594**  
(rev 3/1)

**RECORDATION FORM COVER SHEET**  
**TRADEMARKS ONLY**

U. S. Department of Commerce  
Patent and Trademark Office

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

1. Name of conveying party(ies):

**Environmental Systems Products, Inc.**

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation - **Delaware**  
 Other  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and Address of receiving party(ies)

**Credit Suisse First Boston**  
**111 Madison Avenue**  
**New York, NY 10010**

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation  
 Other – **Swiss Bank**

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment       Merger  
 Security Agreement       Change of Name  
 Other: **Grant of Trademark Security Interest**

Execution Date: **December 12, 2003**

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

A. Trademark Application No(s).

B. Trademark Registration No(s).

**2229570 2229571**  
**2219658 2229569**

Additional numbers attached?  Yes  No

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

**Kenneth A. Rubenstein, Esq.**  
**SKADDEN, ARPS, SLATE, MEAGHER**  
**& FLOM LLP**  
**Four Times Square**  
**New York, New York 10036**

6. Total number of applications/registrations involved: **4**

7. Total fee (37 CFR 3.41) **\$115**

All fees and any deficiencies are authorized to be charged to Deposit Account  
**(Our Ref. 217730/1618)**

8. Deposit Account No. **19-2385**

**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.*

**Kenneth A. Rubenstein**



**December 23, 2003**

Name

Signature

Date

Total number of pages including cover sheet, attachments, and document: **4**

CH \$115.00 192385 2229570

## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS**, Environmental Systems Products, Inc., a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademarks (as defined below); and

**WHEREAS**, Grantor has entered into an Second Lien Credit Agreement dated as of December 12, 2003 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**") with, the banks, the financial institutions and other entities named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), Credit Suisse First Boston ("**CSFB**"), as the Administrative Agent, Collateral Agent and Syndication Agent, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

**WHEREAS**, pursuant to the terms of the Second Lien Security Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, the Collateral Agent and the other grantors named therein, Grantor has agreed to create in favor of the Collateral Agent a secured and protected interest in, and the Collateral Agent has agreed to become a secured creditor with respect to, the Trademarks (as defined below):

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Credit Agreement and the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of Grantor's right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (the "**Trademark Collateral**"):

- (i) Trademarks set forth on Schedule A attached hereto together with;
- (ii) the goodwill of the business with which the Trademarks are used; and
- (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under such license, contract or agreement; provided, that immediately upon the ineffectiveness, waiver, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.


Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral 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. In the event that any provisions of this grant are deemed to conflict with the Security Agreement, the provision of the Security Agreement shall govern. Upon satisfaction of the debt which is the basis for this grant, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks acquired under this grant.

Unless otherwise defined herein, or the context otherwise requires, terms used in this Grant of Trademark Security Interest, including its preambles and recitals, have the meanings provided in the Security Agreement.

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 12 day of December, 2003.

**Environmental Systems Products, Inc.**

By:

  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

Registered U.S. Trademarks

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration No.</u>	<u>Registration Date</u>
ESP (Environmental Systems Products, Inc.)	FASTTEST	2,229,570	3/2/99
ESP (Environmental Systems Products, Inc.)	HIGHER ROADS TO AUTO EMISSIONS TESTING	2,229,571	3/2/99
ESP (Environmental Systems Products, Inc.)	SYSTEM ONE	2,219,658	1/19/99
ESP (Environmental Systems Products, Inc.)	SYSTEM ONE THE ONLY SOLUTION IN EMISSIONS TESTING YOU CAN COUNT ON	2,229,569	3/2/99

Registered Foreign Trademarks:

Environmental Systems Products, Inc.	AUTOSENSE	France (Reg. No. 95 571221)	
Environmental Systems Products, Inc.	AUTOSENSE	Italy (Reg. No. 724800)	9/22/97
Environmental Systems Products, Inc.	AUTOSENSE	Sweden (316581)	9/6/96

**SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP**

FOUR TIMES SQUARE  
NEW YORK 10036-6522

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FACSIMILE No.: (212) 735-2000

EMAIL: mmcguire@skadden.com

JOB  
#  
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**FACSIMILE TRANSMITTAL SHEET**

FROM: Michael McGuire

DATE: December 23, 2003

DIRECT DIAL: 212-735-4104

FLOOR/OFFICE No.: 26-124

DIRECT FACSIMILE: 917-777-4104

REFERENCE No.: 077930/3

THIS FACSIMILE IS INTENDED ONLY FOR USE OF THE ADDRESSEE(S) NAMED HEREIN AND MAY CONTAIN LEGALLY PRIVILEGED AND/OR CONFIDENTIAL INFORMATION. IF YOU ARE NOT THE INTENDED RECIPIENT OF THIS FACSIMILE, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS FACSIMILE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL FACSIMILE TO US AT THE ADDRESS ABOVE VIA THE LOCAL POSTAL SERVICE. WE WILL REIMBURSE ANY COSTS YOU INCUR IN NOTIFYING US AND RETURNING THE FACSIMILE TO US.

TOTAL NUMBER OF PAGES INCLUDING COVER(S): 5

PLEASE DELIVER THE FOLLOWING PAGE(S) TO:

1. NAME: Assignment Division  
CITY: Arlington  
FACSIMILE No.: 703-306-5995

FIRM: U.S. Patent and Trademark Office  
TELEPHONE No.: 703-308-9723

MESSAGE: **Trademarks**

The Commissioner is authorized to charge all fees for the attached recordation request to our deposit account 19-2385.

Michael McGuire

**TRADEMARK**