

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Trademark Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Edge Products, LLC		03/29/2005	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Capital Financial Services, Inc., as Agent		
<b>Street Address:</b>	2 Bethesda Metro Center, 14th Floor		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	Unknown:		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	76521700	TRUE TORQUE	
Serial Number:	78436078	EDGE	
Serial Number:	78436082	EDGE PRODUCTS	
Registration Number:	2909719	DIESEL DYNAMICS	
Registration Number:	2915647	THERMINATOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)430-6407		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	gdurham@omm.com		
<b>Correspondent Name:</b>	Gina M. Durham, Esq.		
<b>Address Line 1:</b>	400 South Hope Street		
<b>Address Line 2:</b>	O'Melveny & Myers LLP		
<b>Address Line 4:</b>	los angeles, CALIFORNIA 90071		
<b>NAME OF SUBMITTER:</b>	Gina M. Durham		

CH \$140.00 76521700

Signature:	/Gina M. Durham/
Date:	04/04/2005
<b>Total Attachments: 6</b> source=Edge Prod (T-Grant)#page1.tif source=Edge Prod (T-Grant)#page2.tif source=Edge Prod (T-Grant)#page3.tif source=Edge Prod (T-Grant)#page4.tif source=Edge Prod (T-Grant)#page5.tif source=Edge Prod (T-Grant)#page6.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 29, 2005, is between **EDGE PRODUCTS, LLC**, a limited liability company organized under the laws of Delaware and wholly owned by Edge Parent, LLC ("Grantor") and **AMERICAN CAPITAL FINANCIAL SERVICES, INC.**, a Delaware corporation, as Agent (in such capacity, the "Grantee") for the benefit of itself and all financial institutions and other Persons that from time to time become purchasers (the "Purchasers") under the Note and Equity Purchase Agreement (as such terms are hereinafter defined). Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Security Agreement (as defined below).

### RECITALS

**WHEREAS**, the Grantor owns the trademark registrations and trademark applications listed on **Schedule 1** annexed hereto; and

**WHEREAS**, the Grantor, **EDGE PARENT, LLC**, a limited liability company organized under the laws of Delaware ("Company" together with Grantor, each an "Issuer" and collectively the "Issuers") have entered into that certain Note and Equity Purchase Agreement of even date herewith (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Purchase Agreement"), with the Grantee, as Agent for the benefit of the Purchasers, and the other Purchasers, providing for extensions of credit and other financial accommodations to be made to the Issuers by the Purchasers; and

**WHEREAS**, pursuant to the terms of that certain Security Agreement of even date herewith by and among the Issuers and the Grantee, for the benefit of the Grantee and the Purchasers (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor has granted to the Grantee for the benefit of the Purchasers a security interest in substantially all the assets of the Grantor including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademark registrations and trademark applications, together with the goodwill of the business symbolized by the Grantor's trademarks, and all proceeds thereof, to secure the payment of the "Liabilities", to the extent the foregoing is included in the Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and trademark application, including, without limitation, the trademark registrations (together with any renewals thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement and is not intended to increase the rights of the Grantee or the obligations of the Grantor beyond the rights and obligations contained in the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral made and 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 of any conflict or contradiction between the Security Agreement and this Trademark Security Agreement, the terms of the Security Agreement shall govern.

Upon payment in full of the Senior Term A Notes, Revolving Notes and Senior Subordinated Notes and all other amounts due in connection therewith and termination of all commitments relating thereto other than with respect to residual indemnification Obligations, the Grantee shall reassign, redeliver and release (or cause to be so reassigned, redelivered and released), without recourse upon or warranty by the Grantee, and at the sole expense of the Grantor, to the Grantor, against receipt therefor, all the Grantee's rights and interests in the Trademark Collateral (if any) as shall not have been sold or otherwise applied by the Grantee pursuant to the terms of the Security Agreement and not theretofore reassigned, redelivered and released to the Grantor, together with appropriate instruments of reassignment and/or release.


[remainder of page intentionally left blank;  
signature page follows]

**IN WITNESS WHEREOF**, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 29<sup>th</sup> day of March, 2005.

GRANTOR:

**EDGE PRODUCTS, LLC**, a Delaware limited liability company

By:  
Name:  
Title:

  
\_\_\_\_\_  
Paul Lehman  
CEO

Acknowledged by the Grantee:

**AMERICAN CAPITAL FINANCIAL SERVICES, INC.**,  
a Delaware corporation, as the Agent

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

Trademark Security Agreement

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LA1:1069701

**TRADEMARK**  
**REEL: 003058 FRAME: 0625**

**IN WITNESS WHEREOF**, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 29<sup>th</sup> day of March, 2005.

GRANTOR:

**EDGE PRODUCTS, LLC**, a Delaware limited liability company

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

Acknowledged by the Grantee:

**AMERICAN CAPITAL FINANCIAL SERVICES, INC.**,  
a Delaware corporation, as the Agent

By:   
Name:  
Title:

Schedule 1  
to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Status in Trademark Office</u>	<u>Goods/Services</u>	<u>Federal Ser. No.</u>	<u>Federal Reg. No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>	<u>Owner of Record</u>
DIESEL DYNAMICS	Registered	Product development, product development consultation, design and testing of new products for others, industrial design and design for others in the fields of medical and scientific goods	76521743	2909719	May 19, 1997	Dec. 14, 2004	Combustion Technologies, Inc. d/b/a Diesel Dynamics
THERMINATOR	Registered	Electronic control module used in conjunction with diesel engines, which alters fuel injectors for enhanced performance and fuel management; computer software for use with electronic modules that control diesel engines	76521727	2915647	June 10, 2003	Jan. 4, 2005	Combustion Technologies, Inc. d/b/a Diesel Dynamics

FOREIGN TRADEMARK REGISTRATIONS

None.

U.S. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Status in Trademark Office</u>	<u>Goods/Services</u>	<u>Federal Ser. No.</u>	<u>Filing Date</u>	<u>Owner of Record</u>
TRUE TORQUE	Pending ITU (Final Refusal issued by PTO)	Fuel injectors for diesel engines	76521700	June 10, 2003	Combustion Technologies, Inc. d/b/a Diesel Dynamics
Edge and Design	Pending	Electronics used to increase engine performance in vehicles, namely,	78436078	June 16, 2004	Edge Products, LLC

<u>Mark</u>	<u>Status in Trademark Office</u>	<u>Goods/Services</u>	<u>Federal Ser. No.</u>	<u>Filing Date</u>	<u>Owner of Record</u>
		modules, programmers and controllers			
EDGE PRODUCTS and Design	Pending	Electronics used to increase engine performance in vehicles, namely, modules, programmers and controllers	78436082	June 16, 2004	Edge Products, LLC

FOREIGN TRADEMARK APPLICATIONS

<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>Goods/Services</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Owner</u>
Intl. Register  Designated Countries: Australia, China Germany, Spain Finland, France United Kingdom Italy, Japan, Republic Of Korea, Norway, Sweden	EDGE and Design	Pending	Electronics used to increase engine performance in vehicles, namely, modules, programmers and controllers	N/A  Priority from US application No. 78436078	June 16, 2004	Edge Products, LLC
Intl. Register  Designated Countries: Australia, China Germany, Spain Finland, France United Kingdom Italy, Japan, Republic Of Korea, Norway, Sweden	EDGE PRODUCTS and Design	Pending	Electronics used to increase engine performance in vehicles, namely, modules, programmers and controllers	N/A  Priority from US application No. 78436082	June 16, 2004	Edge Products, LLC

TRADEMARK LICENSES

None.