

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Certified Power, Inc.		08/25/2005	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	LaSalle Bank National Association		
Street Address:	135 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1345599	TRIAXIAL	
Registration Number:	1397395	TOLEDO CLUTCH BRAKE	
Registration Number:	1435432	TRIAX CLUTCH	
CORRESPONDENCE DATA			
Fax Number:	(312)840-7884		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 840-7860		
Email:	mmurphy@jenner.com		
Correspondent Name:	Mariann R. Murphy		
Address Line 1:	One IBM Plaza		
Address Line 2:	Jenner & Block LLP		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Mariann R. Murphy		
Signature:	/Mariann R. Murphy/		

CH \$90.00 1345599

Date:

08/26/2005

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 25, 2005 (this "Agreement"), by CERTIFIED POWER, INC., a Minnesota corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, as administrative agent (the "Administrative Agent"), for the Lenders (as such term is defined below).

RECITALS

WHEREAS, Grantor and certain of its affiliates (the "Companies") have entered into a Credit Agreement dated as of August 25, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the financial institutions from time to time party thereto (collectively, the "Lenders"), and the Administrative Agent, providing for extensions of credit and other financial accommodations to be made to the Companies by the Administrative Agent and the Lenders;

WHEREAS, Administrative Agent and the Lenders are willing to make the extensions of credit and other financial accommodations to the Companies as provided in the Credit Agreement, upon the condition, among others, that the Grantor shall have entered into that certain Guaranty and Collateral Agreement dated as of August 25, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Companies, certain affiliates of the Companies and the Administrative Agent; and

WHEREAS, pursuant to the Collateral Agreement, the Grantor is required to enter into this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, in each case, for the ratable benefit of the Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, a continuing security interest in all of the Grantor's right title and interest in, to and under the following, whether now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Company Obligations:

(a) all of its rights, priorities and privileges relating to (i)(A) all trademarks, trade names, corporate names, the company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all

registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule 1 attached hereto and (B) the right to obtain all renewals thereof (“Trademarks”), and (ii) each agreement, whether written or oral, providing for the grant by or to the Grantor of any right to use any Trademark, in the case of clauses (i) and (ii) above, whether arising under United States, multinational or foreign laws or otherwise, including those set forth on Schedule 1 attached hereto, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom;

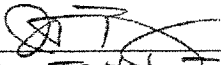
- (b) all books and records pertaining to any of the foregoing;
- (c) all Proceeds and products of any of the foregoing.

3. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Collateral Agreement and is not intended to increase the rights of the Administrative Agent or the obligations of the Grantor beyond the rights and obligations contained in the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

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

CERTIFIED POWER, INC.,
a Minnesota corporation

By: 
Name: JOHN J. BRIGNON
Its: Vice President

ACKNOWLEDGED:

LASALLE BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name: _____
Title: _____

[Trademark Security Agreement]

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

CERTIFIED POWER, INC.,
a Minnesota corporation

By: _____
Name: _____
Its: _____

ACKNOWLEDGED:

LASALLE BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: *Siamak Saidi*
Name: Siamak Saidi
Title: Assistant Vice President

[Trademark Security Agreement]

TRADEMARK
REEL: 003148 FRAME: 0455

U.S. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
TRIAxIAL	1,345,599	7/2/1985
TOLEDO CLUTCH BRAKE & DESIGN	1,397,395	6/17/1986
TRIAx CLUTCH & DESIGN	1,435,432	4/7/1987
NORTH AMERICAN ENGINEERING & MANUFACTURING — Class 7	1,651,327	7/23/1991
NORTH AMERICAN ENGINEERING & MANUFACTURING — Class 37	1,647,040	6/4/1991
NORTH AMERICAN ENGINEERING & MANUFACTURING — Class 12	1,650,078	7/9/1991

U.S. TRADEMARK APPLICATIONS

None

STATE TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>	<u>State</u>
CERTIFIED POWER TRAIN SPECIALISTS	6406	10/25/1979	Minnesota
CERTIFIED POWER TRAIN SPECIALISTS	6407	10/25/1979	Minnesota
CERTIFIED CHASSIS SPECIALISTS	8645	2/22/1988	Iowa
CERTIFIED POWER TRAIN SPECIALISTS	1659752	8/6/1998	Nebraska
COMPONENT TECHNOLOGY	1659763	8/6/1998	Nebraska

STATE TRADEMARK APPLICATIONS

None.