

## DRINKER BIDDLE &amp; REATH LLP

1500 K Street, N.W., Suite 1100

Washington, D.C. 20005-1209

(202) 842-8800

<p>1. NAME OF CONVEYING PARTY:</p> <p><b>KIK CUSTOM PRODUCTS, INC.</b> A Texas corporation</p>	<p>2. NAME AND ADDRESS OF RECEIVING PARTY:</p> <p><b>THE TORONTO-DOMINION BANK</b> As administrative agent Royal Trust Tower 77 King Street West, 18<sup>th</sup> Floor Toronto, Ontario M5K 1A2 Canada</p>
<p>3. NATURE OF CONVEYANCE:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger and Change of Name <input checked="" type="checkbox"/> <b>Security Interest</b> <input type="checkbox"/> Change of Name <input type="checkbox"/> Release of Security Interest</p> <p>3A. EXECUTION DATE: <b>May 17, 2005</b></p> <p>3B. EFFECTIVE DATE: <b>May 17, 2005</b></p>	<p>2A. ASSIGNEE A FOREIGN ENTITY:</p> <p>Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/></p> <p>2B. DOMESTIC REPRESENTATIVE DESIGNATED:</p> <p>Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/></p>
<p>4A. TRADEMARK APPLICATION NOS.:</p> <p>Additional numbers attached? <b>NO</b></p>	<p>4B. TRADEMARK REGISTRATION NO(S):</p> <p><b>Reg. No. 847,272 – HOT-AIR</b></p> <p>Additional numbers attached? <b>NO</b></p>
<p>Mary Pat A. Weyback Drinker Biddle &amp; Reath LLP 1500 K Street, N.W., Suite 1100 Washington, D.C. 20005-1209</p>	
<p>6. TOTAL NUMBER OF TITLES: <b>1</b></p> <p>7. TOTAL FEE: <b>\$40.00</b></p> <p>8. CHARGE FEES TO: <b>DEPOSIT</b> <b>ACCOUNT NO. 50-0573</b></p> <p>Our Ref: 31905.315</p>	<p>9. The undersigned declares to the best of her knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document.</p> <p><i>Mary Pat Weyback</i> _____ Mary Pat A. Weyback Date: June 28, 2005 Page 1 of 8</p>

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FILED BY FACSIMILE: 703-306-5995

June 28, 2005


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TRADEMARK  
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## GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of May 17, 2005 is made by KIK CUSTOM PRODUCTS, INC., a Texas corporation (the "Grantor"), in favour of THE TORONTO-DOMINION BANK, as Administrative Agent (in such capacity, the "Agent") for the financial institutions (the "Lenders"), from time to time parties to the Second Amended and Restated Credit Agreement, dated as of May 17, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among KIK Holdco Company, a Nova Scotia unlimited liability company (the "Borrower"), the other entities listed on the signature pages as guarantors thereto, the financial institutions from time to time parties to the Credit Agreement (the "Lenders"), TD Securities, as lead arranger and book manager, National Bank Financial Inc. and Bank of Montreal, Chicago Branch, as syndication agent, and the Agent.

### WITNESSETH:

WHEREAS, the Agent, Lenders, Borrower, Grantor and the other guarantors are entering into that certain Second Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Grantor entered into that certain Security Agreement dated as of August 27, 2002, in favor of Canadian Imperial Bank of Commerce (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, Canadian Imperial Bank of Commerce, as Lender and Administrative Agent and The Toronto-Dominion Bank entered into that certain assignment agreement dated May 17, 2005 pursuant to which Canadian Imperial Bank of Commerce assigned all of its Commitment and Accommodations Outstanding to The Toronto-Dominion Bank, New York Bank and resigned as administrative agent and The Toronto-Dominion Bank was appointed as the successor administrative agent;

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent, for the ratable benefit of the Lenders, a security interest in, among other things, all Intellectual Property now owned or at any time hereafter acquired by Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

The foregoing recitals are statements of fact made by the Grantor and not by the Agent.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration (the receipt and adequacy of which are acknowledged), the Grantor hereby agrees with the Agent, for the ratable benefit of the Lenders, as follows:

*Section 1. Definitions.* Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement.

*Section 2. Grant of Security Interest.* The Grantor hereby grants a security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the ratable benefit of the Lenders to secure payment, performance and observance of the Obligations.

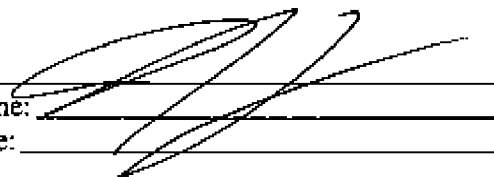
*Section 3. Purpose.* This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent, for the ratable benefit of the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. In the event of any inconsistency between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall be controlling. The Security Agreement (and all rights and remedies of the Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

*Section 4. Acknowledgment.* The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

*Section 5. Counterparts.* This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

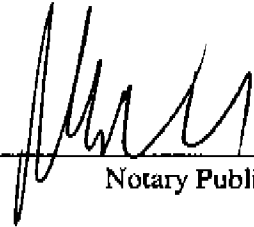
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

KIK CUSTOM PRODUCTS, INC.

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

Province of Ontario )  
 STATE OF \_\_\_\_\_ ) SS  
 COUNTY OF \_\_\_\_\_ )


On the 17<sup>th</sup> day of May, 2005, before me, personally came David Gysemans, who is personally known to me to be the President of KIK Custom Products, Inc., a Texas corporation; who, being duly sworn, did depose and say that she/he is the President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

  
 \_\_\_\_\_  
 Notary Public

(PLACE STAMP AND SEAL ABOVE)

***Signature Page to Grant of Security Interest in Trademark Rights***

THE TORONTO-DOMINION BANK,  
as Agent for the Lenders

By:   
Name: \_\_\_\_\_  
Title: Wayne M. Shiplo  
Vice President, Loan Syndications - Agency

PROVINCE OF Ontario )  
CITY Toronto ) SS  
COUNTY OF Toronto )

On the 16 day of May, 2005, before me personally came Wayne Shiplo,  
and \_\_\_\_\_ who are personally known to me to be the Vice President and \_\_\_\_\_  
\_\_\_\_\_, respectively of The TORONTO-DOMINION BANK, each who, being  
duly sworn, did depose and say that she/he is the Vice President and  
\_\_\_\_\_, respectively in such corporation, the corporation described in and which  
executed the foregoing instrument; that she/he executed and delivered said instrument pursuant  
to authority given by the Board of Directors of such corporation; and that she/he acknowledged  
said instrument to be the free act and deed of said corporation.

Tim Meehan  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

## SCHEDULE A

## U.S. TRADEMARKS REGISTRATIONS AND APPLICATIONS

Owner	Trade-mark	Registration Details	Wares	Security Interest
<b>UNITED STATES</b>				
CCL Custom Manufacturing, Inc. <i>(name being changed on May 17, 2005 to "KIK Custom Products, Inc.")</i>	<b>HOT-AIR</b>	Regn. No. 847,272 Regn. Date: Apr. 9, 1968	engine starting vapor spray which also functions as an upper engine lubricant, anti-corrosive agent, and detonation inhibitor	

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RECORDED: 06/28/2005

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