

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
Autotronic Controls Corporation		03/31/2006	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Antares Capital Corporation
Street Address:	500 W. Monroe, 17th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3005053	ADVANCED POWER SYSTEMS
Serial Number:	78465731	DIGITAL PROPANE INJECTION
Serial Number:	76653229	MSD IGNITION RACING
Serial Number:	76653267	MSD 6ALN
Serial Number:	76655669	G2X
Serial Number:	76655674	G2XPRO
Serial Number:	76655673	G2XTREME
Serial Number:	76655671	G2EXTREME

CORRESPONDENCE DATA

Fax Number: (312)577-4679
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3125778348
 Email: rakhee.verma@kattenlaw.com
 Correspondent Name: Rakhee Verma c/o KattenMuchinRosenman
 Address Line 1: 525 West Monroe, Suite 1800

CH \$215.00 3005053

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 207170-00154

NAME OF SUBMITTER: Rakhee Verma

Signature: /Rakhee Verma/

Date: 04/05/2006

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of March 31, 2006, is between AUTOTRONIC CONTROLS CORPORATION, a Texas corporation (the “**Grantor**”) and ANTARES CAPITAL CORPORATION, a Delaware corporation, as Agent (as defined in the below described Credit Agreement, in such capacity, the “**Grantee**”) for the benefit of the Lenders (as defined below).

WHEREAS, Grantor owns the Trademark registrations and Trademark registration applications listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor has entered into that certain Second Amended and Restated Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Grantor, certain of its affiliates (collectively with Grantor, the “**Borrowers**”), Grantee and the financial institutions that from time to time become lenders thereunder (the “**Lenders**”), providing for extensions of credit and other financial accommodations to be made to Grantor and the other Borrowers by Agent and Lenders; and

WHEREAS, pursuant to the terms of that certain Third Amended and Restated Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between Grantor, certain of its affiliates and Grantee, Grantor has granted to Grantee for the benefit of Agent and the Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations and Trademark registration applications, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of the “**Liabilities**” (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of 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 and Trademark registration 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; and
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by 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 registration applications referred in Schedule 1 or (b) injury to the goodwill associated with any Trademark or Trademark registration.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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.

- Remainder of page intentionally left blank; signature page follows -

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on the date first set forth above.

AUTOTRONIC CONTROLS CORPORATION, a Texas corporation

By: *Daniel R. Gresham*
Name: Daniel R. Gresham
Title: CEO

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: _____
Name: _____
Title: _____

Trademark Security Agreement – ACC

**TRADEMARK
REEL: 003282 FRAME: 0780**

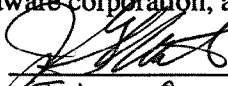
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on the date first set forth above.

AUTOTRONIC CONTROLS CORPORATION, a Texas corporation

By: _____
Name: _____
Title: _____

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: John G. Martin
Title: Managing Director

Schedule 1 to
Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

Trademark	Country	Reg. No.	Reg. Date	Registrant/Holder
Advanced Power Systems	U.S.	3,005,053	10/04/05	Autotronic Controls Corp.

U.S. TRADEMARK APPLICATIONS

Trademark	Country	Serial No.	Filing Date	Applicant/Holder
DIGITAL PROPANE INJECTION	U.S.	78/465731	8/11/04	Autotronic Controls Corp.
MSD Ignition Racing	U.S.	76/653,229	3/11/06	Autotronic Controls Corp.
MSD 6ALN	U.S.	76/653,267	01/11/06	Autotronic Controls Corp.
G2X	U.S.	76/655669	02/27/06	Autotronic Controls Corp.
G2X Pro	U.S.	76/655674	02/27/06	Autotronic Controls Corp.
G2Xtreme	U.S.	76/655673	02/27/06	Autotronic Controls Corp.
G2Extreme	U.S.	76/655671	02/27/06	Autotronic Controls Corp.