

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The W Group, Inc.		07/15/2008	CORPORATION: DELAWARE
Power Great Lakes, Inc.		07/15/2008	CORPORATION: ILLINOIS
Power Solutions, Inc.		07/15/2008	CORPORATION: ILLINOIS
Auto Manufacturing, Inc.		07/15/2008	CORPORATION: ILLINOIS
Power Production, Inc.		07/15/2008	CORPORATION: ILLINOIS
Torque Power Source Parts, Inc.		07/15/2008	CORPORATION: ILLINOIS
Power Global Solutions, Inc.		07/15/2008	CORPORATION: ILLINOIS
PSI International, LLC		07/15/2008	LIMITED LIABILITY COMPANY: ILLINOIS
XISync LLC		07/15/2008	LIMITED LIABILITY COMPANY: ILLINOIS
Power Properties, L.L.C.		07/15/2008	LIMITED LIABILITY COMPANY: ILLINOIS

**RECEIVING PARTY DATA**

<b>Name:</b>	Fifth Third Bank, as Agent
<b>Street Address:</b>	222 S. Riverside Plaza
<b>Internal Address:</b>	30th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	U.S. regional banking corporation:

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	76412938	MASTERTRAK

**CORRESPONDENCE DATA**

Fax Number: (312)609-5005

**900112845**

**TRADEMARK  
 REEL: 003827 FRAME: 0744**

**CH \$40.00 76412938**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (312) 609-7838  
Email: podonoghue@vedderprice.com  
Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.  
Address Line 1: 222 North LaSalle Street  
Address Line 2: Suite 2500  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	35602.00.0001
NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	08/01/2008

**Total Attachments: 7**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of July 15, 2008 by The W Group, Inc., a Delaware corporation ("**Holdings**"), Power Great Lakes, Inc., an Illinois corporation ("**Power Great Lakes**"), Power Solutions, Inc., an Illinois corporation ("**Power Solutions**"), Auto Manufacturing, Inc., an Illinois corporation ("**Auto Manufacturing**"), Power Production, Inc., an Illinois corporation ("**Power Production**"), Torque Power Source Parts, Inc., an Illinois corporation ("**Torque Power**"), Power Global Solutions, Inc., an Illinois corporation ("**Power Global Solutions**"), PSI International, LLC, an Illinois limited liability company ("**PSI International**"), XISync LLC, an Illinois limited liability company ("**XISync**"), and Power Properties, L.L.C., an Illinois limited liability company ("**Power Properties**"; Holdings, Power Great Lakes, Power Solutions, Auto Manufacturing, Power Production, Torque Power, Power Global Solutions, PSI International, XISync and Power Properties, individually, each a "**Grantor**", and collectively, the "**Grantors**"), in favor of Fifth Third Bank (Chicago), as agent (in such capacity, "**Agent**") for itself and the other Lenders (as defined below).

### RECITALS

A. The Grantors have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**") with various financial institutions party thereto from time to time (the "**Lenders**") and Agent, pursuant to which Agent and the Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, the Grantors.

B. Pursuant to the Loan Agreement, the Grantors are required to execute and deliver to Agent, for its benefit and the ratable benefit of the Lenders, this Agreement.

C. Pursuant to the terms of the Loan Agreement, the Grantors have granted to Agent, for the benefit of the Lenders, a security interest in all the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, each Grantor does hereby grant to Agent, for the benefit of the Lenders, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

- (3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “**Trademark Collateral**”);
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “**Patent Collateral**”).

This security interest is granted in conjunction with the security interests granted to Agent pursuant to the Loan Agreement subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

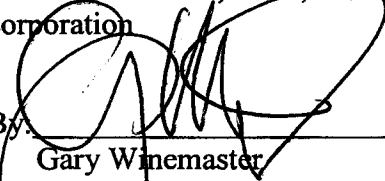
[Signature pages follow]

**Signature Page to Patent and Trademark Security Agreement**

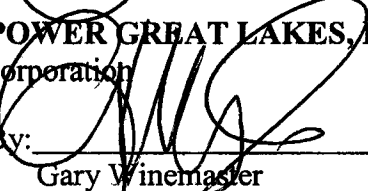
The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**GRANTORS:**

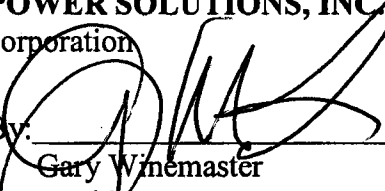
**THE W GROUP, INC.**, a Delaware corporation

By:   
\_\_\_\_\_  
Gary Winemaster  
President

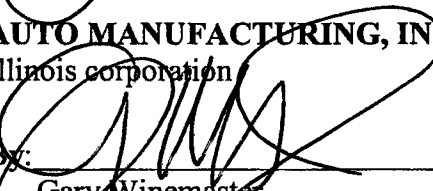
**POWER GREAT LAKES, INC.**, an Illinois corporation

By:   
\_\_\_\_\_  
Gary Winemaster  
President

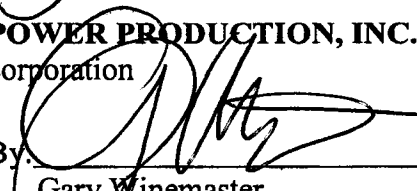
**POWER SOLUTIONS, INC.**, an Illinois corporation

By:   
\_\_\_\_\_  
Gary Winemaster  
President

**AUTO MANUFACTURING, INC.**, an Illinois corporation

By:   
\_\_\_\_\_  
Gary Winemaster  
President

**POWER PRODUCTION, INC.**, an Illinois corporation

By:   
\_\_\_\_\_  
Gary Winemaster  
President

*Signature Page to Patent and Trademark Security Agreement*

**GRANTORS:**

**POWER PROPERTIES, L.L.C.**, an Illinois limited liability company

By: **THE W GROUP, INC.**  
Its: Sole Member

By: \_\_\_\_\_  
Gary Winemaster  
President

**TORQUE POWER SOURCE PARTS, INC.**, an Illinois corporation

By: \_\_\_\_\_  
Gary Winemaster  
President

**POWER GLOBAL SOLUTIONS, INC.**, an Illinois corporation

By: \_\_\_\_\_  
Gary Winemaster  
President

**PSI INTERNATIONAL, LLC**, an Illinois limited liability company

By: \_\_\_\_\_  
Gary Winemaster  
Manager

**XISYNC LLC**, an Illinois limited liability company

By: **THE W GROUP, INC.**  
Its: Sole Member

By: \_\_\_\_\_  
Gary Winemaster  
President

***Signature Page to Patent and Trademark Security Agreement***

Acknowledged by:

**AGENT:**

**FIFTH THIRD BANK (CHICAGO), as Agent**

By: Adolph G. Letke  
Adolph G. Letke  
Vice President

**SCHEDULE 1**  
**TO**  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

**Trademarks, Trademark Applications and Trademark Licenses**

<b>Assignee</b>	<b>Trademark</b>	<b>Trademark Number</b>	<b>Trademark Registration Number</b>	<b>Date of Registration</b>
XISync	MASTERTRAK	76412938	2854543	June 15, 2004



**SCHEDULE 2**  
**TO**  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

**Patents, Patent Applications and Patent Licenses**

<b>Description</b>	<b>Patent Application Number</b>	<b>Date Patent Issued</b>	<b>Date of Patent Application</b>
Vehicle Remote Monitoring System	61.42483*		April 4, 2008

\* Provisional patent application filed for Power Great Lakes. Assignment has not been recorded yet.