

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
Stant USA Corp.		10/27/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GMAC Commerical Finance LLC, as Agent
Street Address:	500 West Madison Street
Internal Address:	Suite 3130
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1123205	
Registration Number:	3308929	INSTANT FILL
Registration Number:	0814866	LEV-R-VENT
Registration Number:	3385052	NEVER TOUCH YOUR GAS CAP AGAIN!
Registration Number:	1507054	PRE.VENT
Registration Number:	0299973	
Registration Number:	1179034	S
Registration Number:	1258459	STANT
Registration Number:	1258376	STANT
Registration Number:	1261641	STANT
Registration Number:	1815763	SUPERSTAT
Registration Number:	1638304	SWIV-EL
Registration Number:	3588592	XACTSTAT

CH \$465.00 1123205

Registration Number:	1187400	THERMO BLEND
Registration Number:	1021975	WEIR-STAT
Registration Number:	0778188	MICRO-SEAL
Registration Number:	0727244	STAT-TITE
Registration Number:	0760626	TRU-TEMP

CORRESPONDENCE DATA

Fax Number: (312)609-5005
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:	31656.00.0048
NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	11/10/2009

Total Attachments: 11
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TRADEMARK AND LICENSE SECURITY AGREEMENT

THIS TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement") dated as of October 27, 2009 is made by Stant USA Corp., a Delaware corporation, located at 1620 Columbia Avenue, Connerville, Indiana 47331 (individually and collectively, "Grantor"), in favor of GMAC COMMERCIAL FINANCE LLC, a Delaware limited liability company, located at 500 West Madison Street, Suite 3130, Chicago, Illinois 60661, in its capacity as agent ("Agent") for itself and the other financial institutions (the "Lenders") from time to time party to the Loan Agreement (as defined herein).

WITNESSETH:

WHEREAS, Grantor, certain of Grantor's affiliates (together with Grantor, collectively "Borrower"), Vapor Acquisition Corp., Agent and the Lenders have entered into that certain Loan and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Agent and the Lenders have, subject to certain conditions precedent, agreed to make Loans (as defined in the Loan Agreement) to Borrower; and

WHEREAS, Agent and the Lenders have required as a condition, among others, to the making of the Loans, in order to secure the prompt and complete payment, observance and performance of all of Borrower's Obligations (as defined in the Loan Agreement) that Grantor execute and deliver this Agreement to Agent, for its benefit and the benefit of the Lenders.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agrees as follows:

1. Defined Terms.

- (i) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.
- (ii) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.
- (iii) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Grantor hereby grants to Agent, on behalf of itself and the Lenders, a first priority security interest, mortgage, pledge and assignment, having priority over all other security interests,

mortgages, pledges and assignments, in all of Grantor's now owned or existing and filed and hereafter acquired or arising and filed:

- (i) (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, all registrations thereof, and all applications in connection therewith, excluding any United States intent-to-use applications to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use applications under applicable law; (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing (the "Trademarks"), including, without limitation, the U.S. registered trademarks, U.S. trademark applications, U.S. registered service marks and U.S. service mark applications listed on Schedule A attached hereto; and
 - (ii) license agreements with any other party in connection with any of Grantor's Trademarks where Grantor is a licensor under any such license agreement or such other party's trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications, where Grantor is a licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B attached hereto (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreements that do not constitute Collateral.
3. Incorporation of Loan Agreement. The terms and conditions of the Loan Agreement are hereby incorporated into this Agreement by this reference.
 4. Nature and Continuation of Agent's and Lenders' Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Obligations have been paid in full and the Loan Agreement terminated in accordance with its terms. At such time, the Liens granted to Agent and the Lenders hereunder shall also terminate and Agent, on behalf of itself and the Lenders, shall promptly deliver to Grantor all such documents and instruments as may reasonably be necessary to terminate the Liens created pursuant to this Agreement and to evidence such termination.
 5. Authority of Agent. Each party hereto acknowledges that the rights and responsibilities of Agent under this Agreement with respect to any action taken by

Agent or the exercise or non-exercise by Agent of any right or remedy provided for herein or resulting or arising out of this Agreement, shall be governed by the Loan Agreement.

6. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
7. Modification. This Agreement cannot be altered, amended or modified in any way, except by a writing signed by all the parties hereto.
8. Binding Effect; Benefits. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns as permitted by the Loan Agreement. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however that Grantor shall not voluntarily assign its obligations hereunder without the prior written consent of Agent.
9. Governing Law. This Agreement shall be governed by and construed in accordance with the applicable laws set forth in the Loan Agreement.
10. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.
11. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.
12. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
13. Right to Record Security Interest. Agent, on behalf of itself and the Lenders, shall have the right, but not the obligation, to record this Agreement in the United States Patent and Trademark Office, provided that Agent shall redact Schedule B in its entirety from this Agreement before such recordings, and Agent shall advise Grantor of such recordings. Grantor agrees to pay documented expenses for such recordation. Upon satisfaction in full of the Obligations and termination of the Loan Agreement in accordance with its terms, Grantor shall have the right to effect the recording of such satisfaction or termination at the expense of Grantor in the United States Patent and Trademark Office. Agent and Grantor shall promptly cooperate to effect all such recordings hereunder.

[SIGNATURE PAGES FOLLOW]

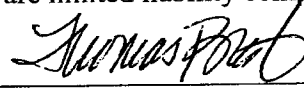
Signature Page to Trademark and License Security Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

AGENT:

GMAC COMMERCIAL FINANCE LLC, a
Delaware limited liability company

By: _____




Thomas Brent
Director

Signature Page to Trademark and License Security Agreement

GRANTOR:

STANT USA CORP., a Delaware corporation

By: 
Philip W. Fitzpatrick
Secretary/Treasurer

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TRADEMARK
REEL: 004094 FRAME: 0041

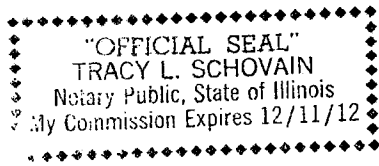
Notary Page to Trademark and License Security Agreement

STATE OF Illinois)
) SS
COUNTY OF Cook)

The foregoing TRADEMARK AND LICENSE SECURITY AGREEMENT was executed and acknowledged before me this 20th day of October, 2009, by Thomas Brent, personally known to me to be the Director of GMAC COMMERCIAL FINANCE LLC, a Delaware limited liability company, on behalf of such entity.

(SEAL)

Tracy L. Schovain
Notary Public
My commission expires: 12/11/12



Notary Page to Trademark and License Security Agreement

STATE OF Indiana)
)SS
COUNTY OF Fayette)

The foregoing TRADEMARK AND LICENSE SECURITY AGREEMENT was executed and acknowledged before me this 27 day of Oct, 2009, by Philip W. Fitzpatrick, personally known to me to be the Secretary/Treasurer of STANT USA CORP., a Delaware corporation, on behalf of such entity.

(SEAL)

Ann J Smith

Notary Public
My commission expires: 5-12-2017

SCHEDULE A

to Trademark and License Security Agreement

TRADEMARKS

Mark	Jurisdiction	Serial No./Filing Date	Reg. No./Reg . Date
CARTON/BOX COLOR ARRANGEMENT DESIGN	U.S.	73/132 186 6/29/19 77	1123205 7/31/197 9
INSTANT FILL	U.S.	78/728 233 10/6/20 05	3308929 10/9/200 7
LEV-R-VENT	U.S.	72/223 465 7/15/19 65	0814866 9/13/196 6
NEVER TOUCH YOUR GAS CAP AGAIN!	U.S.	77/217 893 6/28/20 07	3385052 2/19/200 8
PRE. VENT	U.S.	73/716 337 3/14/19 88	1507054 10/4/198 8
RED CIRCLE DESIGN	U.S.	71/326 963 5/7/193 2	0299973 1/3/1933

Mark	Jurisdiction	Serial No./Filing Date	Reg. No./Reg. Date
S	U.S.	73/295 720 2/5/1981	1179034 11/24/1981
STANT	U.S.	73/374 218 7/12/1982	1258459 11/22/1983
STANT	U.S.	73/374 220 7/12/1982	1258376 11/22/1983
STANT	U.S.	73/365 503 5/20/1982	1261641 12/20/1983
SUPERSTAT	U.S.	74/378 029 4/9/1993	1815763 1/11/1994
SWIV-EL	U.S.	74/063 518 5/29/1990	1638304 3/19/1991
XACTSTAT	U.S.	77/375 626 1/18/2008	3588592 3/10/2009
THERMO BLEND	U.S.	73/275 927 8/28/1980	1187400 1/26/1982

Mark	Jurisdiction	Serial No./Filing Date	Reg. No./Reg. Date
WEIR-STAT	U.S.	73/043 593 2/6/197 5	1021975 10/7/197 5
MICRO-SEAL	U.S.	72/186 285 2/7/196 4	0778188 10/6/196 4
STAT-TITE	U.S.	72/120 349 5/18/19 61	0727244 2/6/1962
TRU-TEMP	U.S.	72/110 177 12/13/1 960	0760626 11/26/19 63

SCHEDULE B

REDACTED