

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT												
<b>NATURE OF CONVEYANCE:</b>	GRANT OF A SECURITY INTEREST - TRADEMARKS												
<b>CONVEYING PARTY DATA</b>													
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Walbro Engine Management, L.L.C.</td> <td></td> <td>06/22/2011</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	Walbro Engine Management, L.L.C.		06/22/2011	LIMITED LIABILITY COMPANY: DELAWARE					
Name	Formerly	Execution Date	Entity Type										
Walbro Engine Management, L.L.C.		06/22/2011	LIMITED LIABILITY COMPANY: DELAWARE										
<b>RECEIVING PARTY DATA</b>													
<b>Name:</b>	Ableco Finance LLC, as collateral agent												
<b>Street Address:</b>	299 Park Avenue												
<b>City:</b>	New York												
<b>State/Country:</b>	NEW YORK												
<b>Postal Code:</b>	10171												
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE												
<b>PROPERTY NUMBERS Total: 3</b>													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>72388448</td> <td>WALBRO</td> </tr> <tr> <td>Serial Number:</td> <td>78661094</td> <td>W WALBRO</td> </tr> <tr> <td>Serial Number:</td> <td>77300758</td> <td>WE ENABLE MACHINES THAT MAKE LIFE BETTER</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Serial Number:	72388448	WALBRO	Serial Number:	78661094	W WALBRO	Serial Number:	77300758	WE ENABLE MACHINES THAT MAKE LIFE BETTER	
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Serial Number:	72388448	WALBRO											
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Serial Number:	77300758	WE ENABLE MACHINES THAT MAKE LIFE BETTER											
<b>CORRESPONDENCE DATA</b>													
<b>Fax Number:</b>	(212)593-5955												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
<b>Phone:</b>	212-756-2552												
<b>Email:</b>	marisa.davidson@srz.com												
<b>Correspondent Name:</b>	M. Davidson c/o Schulte Roth & Zabel LLP												
<b>Address Line 1:</b>	919 Third Avenue												
<b>Address Line 2:</b>	22nd Floor												
<b>Address Line 4:</b>	New York, NEW YORK 10022												
<b>ATTORNEY DOCKET NUMBER:</b>	014951-0775												
<b>NAME OF SUBMITTER:</b>	Marisa Davidson (014951-0775)												

CH \$90.00 72388448

**900196187**

**TRADEMARK  
 REEL: 004575 FRAME: 0492**

Signature:	/kc for md/
Date:	07/05/2011
Total Attachments: 3 source=Trademark Grant of Security Interest for Walbro Engine Management, L.L.C.2#page1.tif source=Trademark Grant of Security Interest for Walbro Engine Management, L.L.C.2#page2.tif source=Trademark Grant of Security Interest for Walbro Engine Management, L.L.C.2#page3.tif	

## GRANT OF A SECURITY INTEREST -- TRADEMARKS

WHEREAS, Walbro Engine Management, L.L.C., a Delaware limited liability company (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated April 27, 2007 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of June 27 2011.

**WALBRO ENGINE MANAGEMENT, L.L.C.**

By:   
Name: Edward K. Dnyplaga  
Title: Secretary

SCHEDULE A TO GRANT OF A SECURITY INTEREST - TRADEMARKS

TRADEMARKS AND TRADEMARK APPLICATIONS

<b>Title</b>	<b>Register Number</b>	<b>Registration Date</b>	<b>Serial Number</b>	<b>File Date</b>	<b>Status</b>
WALBRO (Word Mark)	938745	7-25-1972	72/388448	4-5-1971	Registered
"W WALBRO" (Slanted Design)	3287832	9-4-2007	78/661094	6-29-2005	Registered
We enable Machines that make life better	3678282	9-8-2009	77/300758	10-10-2007	Registered