

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FRAM GROUP IP LLC		07/29/2011	LIMITED LIABILITY COMPANY: DELAWARE
PRESTONE PRODUCTS CORPORATION		07/29/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, as Second Lien Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 96

Property Type	Number	Word Mark
Registration Number:	3112592	AIRHOG
Registration Number:	3114893	AIRHOG
Registration Number:	3114892	AIRHOG HI-PERFORMANCE AIR FILTER
Registration Number:	3114872	AIRHOG HI-PERFORMANCE AIR FILTER
Registration Number:	3122055	BEFORE YOU SLAM IT, FRAM IT
Registration Number:	2149279	COMFORTAIRE
Registration Number:	1810013	DEFENSE
Registration Number:	2032246	DOUBLE GUARD
Registration Number:	1701659	EXTRA GUARD
Registration Number:	3308309	FOR VEHICLES OVER 75000 MILES
Registration Number:	337799	FRAM
Registration Number:	641730	FRAM

OP \$2415.00 3112592

Registration Number:	375855	FRAM
Registration Number:	2979512	FRAM
Registration Number:	2979491	FRAM
Registration Number:	3287046	FRAM
Registration Number:	837113	F FRAM
Registration Number:	1771339	FRAM F
Registration Number:	3291926	FRAM BOOST
Registration Number:	3291846	FRAM FRESH BREEZE
Registration Number:	3415118	FRAM ABSORBS ODORS WITH FRESH BREEZE CABIN AIR FILTER FILTRO DE AIRE DE CABINA FILTRE D'AIRE D'HABITACLE
Registration Number:	3130872	FRAM HIGH MILEAGE
Registration Number:	3122056	FRAM IT
Registration Number:	2266831	FRAM RACING
Registration Number:	2979819	FRAM. SOLID ORANGE. SOLID PROTECTION.
Registration Number:	3947980	FRAM EXTRA GUARD
Registration Number:	2922501	
Registration Number:	2713250	
Registration Number:	2870146	NOTHING FEELS BETTER THAN A JOB WELL DONE
Registration Number:	2376935	PAY A LITTLE MORE NOW... OR PAY A LOT LATER
Registration Number:	3393124	PERFORMANCE SPEAKS FOR ITSELF
Registration Number:	1467227	SENTINEL
Registration Number:	2275820	SUREGRIP
Registration Number:	2445428	TOUGH GUARD
Registration Number:	1443041	WEARGUARD
Registration Number:	723102	WEAR-GUARD
Registration Number:	3907743	XTENDEDGUARD
Registration Number:	3308138	YOU CAN PAY ME NOW OR YOU CAN PAY ME LATER
Registration Number:	2291540	AUTOLITE
Registration Number:	637085	AUTOLITE
Registration Number:	3058196	AUTOLITE
Registration Number:	3121690	AUTOLITE
Registration Number:	110818	AUTO-LITE
Registration Number:	2461682	AUTOLITE RACING
Registration Number:	3276837	AUTOLITE XP XTREME PERFORMANCE

Registration Number:	3178137	AUTOLITE XP XTREME PERFORMANCE SPARK PLUGS
Registration Number:	3314656	FLAREGLO
Registration Number:	2872786	IT'S TIME TO CHANGE YOUR PLUGS
Registration Number:	3006638	REVOLUTION HT
Registration Number:	3314658	SPACEGLO
Registration Number:	2949554	WIRED LIKE THE PROS
Registration Number:	2515149	0 TO 60
Registration Number:	2148054	ACRYSEAL SYSTEM
Registration Number:	3276869	BLINK
Registration Number:	3503568	BLINK...AND IT'S DONE!
Registration Number:	3337872	BLINK... AND IT'S DONE! MOM'S CAR SOLUTIONS
Registration Number:	2155250	BUG WASH
Registration Number:	2548541	COLD START
Registration Number:	3465907	DIRT BLOCKER
Registration Number:	3465908	DIRT BLOCKER
Registration Number:	1970584	DRIVEWAY HEAT
Registration Number:	2525219	
Registration Number:	1849694	
Registration Number:	2580633	
Registration Number:	3133444	PRESTONE
Registration Number:	2465619	PRESTONE
Registration Number:	2754053	PRESTONE
Registration Number:	2413029	PRESTONE
Registration Number:	664229	PRESTONE
Registration Number:	1206746	PRESTONE
Registration Number:	837902	PRESTONE
Registration Number:	702073	PRESTONE
Registration Number:	683857	PRESTONE
Registration Number:	1012722	PRESTONE
Registration Number:	598269	PRESTONE
Registration Number:	590708	PRESTONE
Registration Number:	434789	PRESTONE
Registration Number:	181657	PRESTONE
Registration Number:	838760	PRESTONE
Registration Number:	839437	PRESTONE

	643395	PRESTONE
Registration Number:	595417	PRESTONE
Registration Number:	590698	PRESTONE
Registration Number:	2626334	PRESTONE E-Z POUR
Registration Number:	2281373	PRESTONE LOW TOX
Registration Number:	2261787	PRESTONE LOW TOX
Registration Number:	3038213	PRESTONE POWER PERFORMANCE
Registration Number:	2835271	PRESTONE PROTECTION INSIDE & OUT
Registration Number:	2835156	PRESTONE QUICK FILL
Registration Number:	2854551	PRESTONE QUICK FILL
Registration Number:	967935	PRIME
Registration Number:	3373918	TAKE BACK WINTER
Registration Number:	3336266	TAKE BACK WINTER
Registration Number:	2104228	TIRE JACK
Registration Number:	3326497	XTREME SPORT
Registration Number:	3923333	XTREME SPORT

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 301-638-0511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	37276
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	08/10/2011

Total Attachments: 11
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Name of additional conveying party:

PRESTONE PRODUCTS CORPORATION, a Delaware Corporation

SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of July 29, 2011 (this "Agreement"), among the grantors listed on Schedule I hereto (the "U.S Grantors") and Credit Suisse AG, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Second Lien Collateral Agreement dated as of July 29, 2011 (as amended, restructured, renewed, novated, supplemented, restated, replaced or otherwise modified from time to time, the "Collateral Agreement"), among Fram Group Holdings Inc., a Delaware corporation ("FGHI"), Prestone Holdings Inc., a Delaware corporation ("PHI") and together with FGHI, the "Borrowers", Autoparts Holdings Limited, a New Zealand limited liability company ("Holdings"), the other Grantors from time to time party thereto and the Collateral Agent and (b) the Second Lien Credit Agreement dated as of July 29, 2011 (as amended, extended, restructured, renewed, novated, supplemented, restated, refunded, replaced or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, Holdings, the Subsidiary Guarantors (as defined therein), the Lenders and Credit Suisse AG, as Administrative Agent and as Collateral Agent. The Lenders have agreed to extend credit to the Borrowers pursuant to, and upon the terms and conditions specified in, the Credit Agreement. The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified pursuant to the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. Each U.S. Grantor hereby assigns and pledges to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a Security Interest in all of such U.S. Grantor's right, title or interest in, to and under all of the Trademarks of such U.S. Grantor (including those listed on Schedule II hereto) now owned or at any time hereafter acquired by such U.S. Grantor or in which such U.S. Grantor now has or at any time in the future may acquire any right, title or interest as security for the payment or performance, as the case may be, in full of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the parties hereto for the purpose of recording the grant of the Security Interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions set forth in the Collateral Agreement.

SECTION 4. Collateral Agreement. The U.S. Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademarks are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

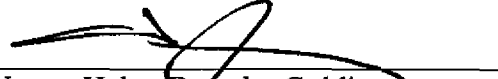
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other customary means of electronic transmission (e.g., “pdf”) shall be effective as delivery of a manually signed counterpart of this Agreement.

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

FRAM GROUP IP LLC,

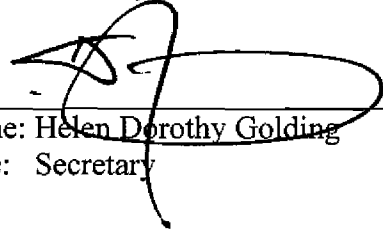
By



Name: Helen Dorothy Golding
Title: Vice President

PRESTONE PRODUCTS
CORPORATION,

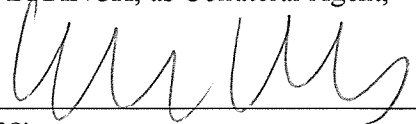
By

A handwritten signature in black ink, appearing to read 'Helen Dorothy Golding', written over a horizontal line.

Name: Helen Dorothy Golding
Title: Secretary

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent,

by



Name: ROBERT HETU
Title: MANAGING DIRECTOR

by



Name: KEVIN BUDDHDEW
Title: ASSOCIATE

SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004603 FRAME: 0284

Schedule I

U.S. Grantors

1. FRAM Group IP LLC
2. Prestone Products Corporation

Schedule II

TrademarksTrademarks Owned by FRAM Group IP LLC*U.S. Trademark Registrations*

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
AIRHOG	3112592	7/4/2006
AIRHOG	3114893	7/11/2006
AIRHOG and design	3114892	7/11/2006
AIRHOG HI-PERFORMANCE FILTER and design	3114872	7/11/2006
BEFORE YOU SLAM IT, FRAM IT	3122055	7/25/2006
COMFORTAIRE	2149279	4/7/1998
DEFENSE	1810013	12/7/1993
DOUBLE GUARD	2032246	1/21/1997
EXTRA GUARD	1701659	7/21/1992
FOR VEHICLES OVER 75000 MILES and design	3308309	10/9/2007
FRAM	337799	8/18/1936
FRAM	641730	2/19/1997
FRAM	375855	3/5/1940
FRAM	2979512	7/26/2005
FRAM	2979491	7/26/2005
FRAM	3287046	8/28/2007
FRAM and F design	837113	10/17/1967
FRAM and F design	1771339	5/18/1993
FRAM BOOST	3291926	9/11/2007
FRAM FRESH BREEZE	3291846	9/11/2007
FRAM FRESH BREEZE and design (color)	3415118	4/22/2008
FRAM HIGH MILEAGE	3130872	8/15/2006
FRAM IT	3122056	7/25/2006
FRAM RACING	2266831	8/3/1999
FRAM. SOLID ORANGE. SOLID PROTECTION.	2979819	7/26/2005
FRAM EXTRA GUARD	3947980	4/19/2011
Miscellaneous design (orange)	2922501	2/1/2005
Miscellaneous design (smudge print)	2713250	5/6/2003
NOTHING FEELS BETTER THAN A JOB WELL DONE and design	2870146	8/3/2004
PAY A LITTLE MORE NOW...OR PAY A LOT LATER	2376935	8/15/2000
PERFORMANCE SPEAKS FOR ITSELF	3393124	3/4/2008
SENTINEL	1467227	12/2/1987
SUREGRIP	2275820	9/7/1999
TOUGH GUARD	2445428	4/24/2001

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
WEARGUARD	1443041	6/16/1987
WEAR-GUARD	723102	10/24/1961
XTENDED GUARD	3907743	1/18/2011
YOU CAN PAY ME NOW OR YOU CAN PAY ME LATER	3308138	10/9/2007
AUTOLITE	2291540	11/9/1999
AUTOLITE	637085	11/13/1956
AUTOLITE	3058196	2/7/2006
AUTOLITE	3121690	7/25/2006
AUTO-LITE (stylized)	110818	12/1/1930
AUTOLITE RACING	2461682	6/19/2001
AUTOLITE XP XTREME PERFORMANCE and design	3276837	8/7/2007
AUTOLITE XP XTREME PERFORMANCE SPARK PLUGS and design	3178137	11/28/2006
FLAREGLO	3314656	10/16/2007
IT'S TIME TO CHANGE YOUR PLUGS	2872786	8/10/2004
REVOLUTION HT	3006638	10/11/2005
SPACEGLO	3314658	10/16/2007
WIRED LIKE THE PROS	2949554	5/10/2005

U.S. Trademark Applications

None.

Trademarks Owned by Prestone Products Corporation

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
0 TO 60	2515149	12/4/2001
ACRYSEAL SYSTEM	2148054	3/31/1998
BLINK	3276869	8/7/2007
BLINK...AND IT'S DONE! and design	3503568	9/23/2008
BLINK...AND IT'S DONE! MOM'S CAR SOLUTIONS and design	3337872	11/20/2007
BUG WASH	2155250	5/5/1998
COLD START	2548541	3/12/2002
DIRT BLOCKER	3465907	7/15/2008
DIRT BLOCKER	3465908	7/15/2008
DRIVEWAY HEAT	1970584	4/23/1996

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Miscellaneous design (color bar)	2525219	1/1/2002
Miscellaneous design (color bar)	1849694	8/9/1994
Miscellaneous design (Yellow for Prestone)	2580633	6/18/2002
PRESTONE	3133444	8/22/2006
PRESTONE	2465619	7/3/2001
PRESTONE	2754053	8/19/2003
PRESTONE	2413029	12/12/2000
PRESTONE	664229	7/15/1958
PRESTONE	1206746	8/31/1982
PRESTONE	837902	10/31/1967
PRESTONE	702073	8/2/1960
PRESTONE	683857	8/25/1959
PRESTONE	1012722	6/10/1975
PRESTONE	598269	11/16/1954
PRESTONE	590708	6/8/1954
PRESTONE	434789	12/9/1947
PRESTONE	181657	3/25/1924
PRESTONE	838760	11/14/1967
PRESTONE	839437	11/28/1967
PRESTONE (stylized)	643395	3/26/1957
PRESTONE (stylized)	595417	9/21/1954
PRESTONE (stylized)	590698	6/8/1954
PRESTONE E-Z POUR and design	2626334	9/24/2002
PRESTONE LOW TOX	2281373	9/28/1999
PRESTONE LOW TOX and design	2261787	7/20/1999
PRESTONE POWER PERFORMANCE and design	3038213	1/3/2006
PRESTONE PROTECTION INSIDE & OUT	2835271	4/20/2004
PRESTONE QUICK FILL	2835156	4/20/2004
PRESTONE QUICK FILL and design	2854551	6/15/2004
PRIME	967935	9/11/1973
TAKE BACK WINTER	3373918	1/22/2008
TAKE BACK WINTER and design	3336266	11/13/2007
TIRE JACK	2104228	10/7/1997
XTREME SPORT	3326497	10/30/2007
XTREME SPORT	3923333	2/22/2011

U.S. Trademark Applications

None.