






SCHEDULE II

TRADEMARKS

Trademark	Registration Number	Registration Date
	Green Sweep	3,234,325
	GRIP-IT	2,987,010
	Grip-It POWER BRUSH	3,487,094

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 22, 2012 (this "Agreement"), among TRIMAS CORPORATION ("Holdings"), TRIMAS COMPANY LLC (the "Parent Borrower"), the subsidiaries of the Parent Borrower identified on Schedule I hereto (the "Subsidiary Grantors" and, together with Holdings and the Parent Borrower, the "Grantors") and JPMORGAN CHASE BANK, N.A. ("JPMCB"), as Collateral Agent (the "Collateral Agent").

Reference is made to the Security Agreement dated as of June 21, 2011 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Holdings, the Parent Borrower, the subsidiaries of the Parent Borrower party thereto and the Collateral Agent. The Lenders (as defined below) have agreed to extend credit to the Parent Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of June 21, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time the "Credit Agreement"), among Holdings, the Parent Borrower, the Subsidiary Term Borrowers party thereto, the Foreign Subsidiary Borrowers party thereto, the lenders from time to time party thereto (the "Lenders") and JPMCB, as administrative agent and Collateral Agent. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Grantors are affiliates of the Parent Borrower, will derive substantial benefits from the extension of credit to the Parent Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.03 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Documents, did and hereby does bargain, sell, convey, assign, set over, mortgage, pledge, hypothecate and transfer to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, in, or to any and all of the following assets and properties that are included in the Collateral as defined in the Security Agreement now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the “Trademarks”);

(b) all goodwill associated therewith or symbolized by the Trademarks;  
and


(c) all other assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security Documents. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Documents. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Documents, 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 Security Documents, the terms of the Security Documents shall govern.


[Remainder of page intentionally left blank]

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


TRIMAS CORPORATION,

By   
\_\_\_\_\_  
Name: A. Mark Zeffiro  
Title: Chief Financial Officer

TRIMAS COMPANY LLC,

By   
\_\_\_\_\_  
Name: Joshua A. Sherbin  
Title: Vice President & Secretary

EACH OF THE SUBSIDIARY GRANTORS LISTED ON SCHEDULE I HERETO,

By   
\_\_\_\_\_  
Name: Joshua A. Sherbin  
Title: Vice President & Secretary

JPMORGAN CHASE BANK, N.A., as Collateral Agent,

By  
\_\_\_\_\_  
Name:  
Title:

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

TRIMAS CORPORATION,

By

\_\_\_\_\_  
Name: A. Mark Zeffiro  
Title: Chief Financial Officer

TRIMAS COMPANY LLC,

By

\_\_\_\_\_  
Name: Joshua A. Sherbin  
Title: Vice President & Secretary

EACH OF THE SUBSIDIARY  
GRANTORS LISTED ON SCHEDULE I  
HERE TO,

By

\_\_\_\_\_  
Name: Joshua A. Sherbin  
Title: Vice President & Secretary

JPMORGAN CHASE BANK, N.A., as Col-  
lateral Agent,

By

  
\_\_\_\_\_  
Name: Richard Duker  
Title: Managing Director

SCHEDULE I

**SUBSIDIARY GRANTORS**

Cequent Consumer Products, Inc.