

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
Automotion, Inc.		05/08/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A.		
Street Address:	111 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0967198	AUTOMOTION	
CORRESPONDENCE DATA			
Fax Number:	2029068669		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202.906.8790		
Email:	smckeon@dykema.com		
Correspondent Name:	Shannon Marie McKeon		
Address Line 1:	1300 I Street, N.W.		
Address Line 2:	Suite 300		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	102889.0015		
NAME OF SUBMITTER:	Shannon Marie McKeon		
Signature:	/Shannon Marie McKeon/		

CH \$40.00 0967198

Date:

05/16/2012

Total Attachments: 7

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**SHORT FORM
TRADEMARK SECURITY AGREEMENT**

THIS SHORT FORM TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of May 8, 2012, is by Automotion, Inc., a Delaware corporation ("Grantor"), in favor of BMO HARRIS BANK N.A., its successors and assigns ("Grantee").

WITNESSETH:

WHEREAS, Grantor and Wynright Corporation (collectively, the "Borrowers"), and Grantee have entered into that certain Amended and Restated Credit Agreement dated as of May 8, 2012 (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Loan Agreement"), pursuant to which Grantee has agreed to make certain loans to the Borrowers;

WHEREAS, pursuant to the Loan Agreement and that certain Amended and Restated General Security Agreement dated as of May 8, 2012 entered into by Borrowers for the benefit of Grantee (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "General Security Agreement"), the Grantor has agreed to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the promises and to induce the Grantee to enter into the Loan Agreement and the General Security Agreement, and to induce the Grantee to make extensions of credit to the Borrowers pursuant to the Loan Agreement, the Grantor hereby agrees with the Grantee as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the indebtedness secured by the Loan Agreement, hereby mortgages and pledges to the Grantee and grants to the Grantee a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

2.1 all of its trademarks and trademark applications, including, without limitation, those referred to on Schedule 1 hereto;

2.2 all goodwill of the business connected with the use of, and symbolized by, each trademark; and

2.3 all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.

Section 3. General Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Grantee as set forth and pursuant to the General Security Agreement and the Grantor hereby

acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the General Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Interpretive Provisions. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the word "Grantor" shall be so construed.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AUTOMOTION INC., a Delaware corporation

By: Merle M. Davis

Name: Merle M. Davis

Title: President

Acknowledged:

BMO HARRIS BANK N.A.

By: _____

Name: _____

Title: _____

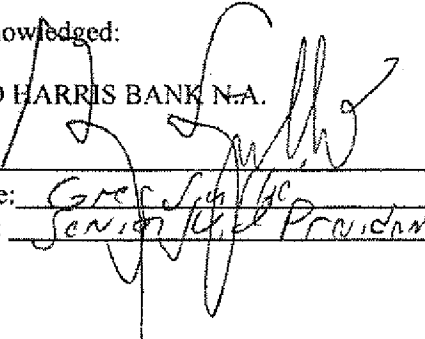
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AUTOMOTION, INC., a Delaware corporation

By: _____
Name: Merle M. Davis
Title: President

Acknowledged:

BMO HARRIS BANK N.A.

By: 
Name: Gregory J. [unclear]
Title: Senior Vice President

ACKNOWLEDGEMENTS

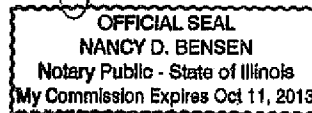
STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

I NANCY D. BENSEN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Merle M. Davis, the President of AUTOMOTION INC., a Delaware corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7TH day of MAY, 2012.

Nancy D. Bensen
Notary Public

My Commission Expires: 10/11/2013



STATE OF _____)
)ss.
COUNTY OF _____)

I _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, a _____ of BMO HARRIS BANK N.A. is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed and delivered said instrument as his or her own free and voluntary act, and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of _____, 2012.

Notary Public

My Commission Expires: _____

ACKNOWLEDGEMENTS

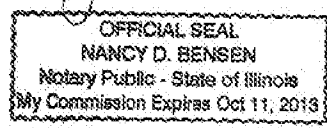
STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

I NANCY D. BENSEN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Merle M. Davis, the President of AUTOMOTION INC., a Delaware corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7TH day of MAY, 2012.

Nancy D. Bensen
Notary Public

My Commission Expires: 10/11/2013



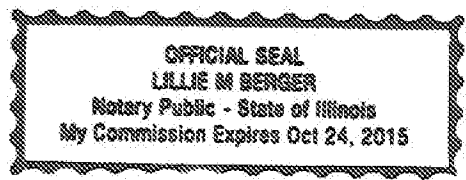
STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

I LILLIE M. BERGER a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GREGORY STULLIE, a DIRECTOR of BMO HARRIS BANK N.A. is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed and delivered said instrument as his or her own free and voluntary act, and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8TH day of May, 2012.

Lillie M. Berger
Notary Public

My Commission Expires: October 24, 2015



**SCHEDULE I
TO
SHORT FORM TRADEMARK SECURITY AGREEMENT**

Trademark	Registration Number	Serial Number
AUTOMOTION	0967198	72386815