

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCHRADER ELECTRONICS, INC.		05/23/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85249831	EZ-TIRE	
CORRESPONDENCE DATA			
Fax Number:	2128225096		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	nbrowand@milbank.com		
Correspondent Name:	Milbank, Tweed, Hadley & McCloy LLP		
Address Line 1:	One Chase Manhattan Plaza		
Address Line 2:	Attn: Nathaniel T. Browand		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	28804.11400		
NAME OF SUBMITTER:	Nathaniel T. Browand		
Signature:	/Nathaniel T. Browand/		
Date:	05/23/2013		

CH \$40.00 85249831

Total Attachments: 6

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AMENDED AND RESTATED GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

The Grantors are entering into this Grant of Security Interest in United States Trademarks in order to induce the Lenders to enter into and extend credit to the Borrowers under the Credit Agreement and enter into the First Amendment to the Credit Agreement.

Reference is made to that certain Grant of Security Interest in United States Trademarks, dated as of April 27, 2012 (as amended, restated, modified or supplemented prior to the date hereof, the "Existing Trademark Security Agreement") among the Grantors (as defined below) and the Grantee (as defined below).

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, SCHRADER-BRIDGEPORT INTERNATIONAL, INC. and SCHRADER ELECTRONICS, INC., (each, a "Grantor") and, together with any other entity that becomes a grantor hereunder, the "Grantors") hereby grants to BARCLAYS BANK PLC, as Collateral Agent, with principal offices at 745 Seventh Avenue, New York, New York 10019 (the "Grantee"), a continuing security interest in (i) all of the Grantors' right, title and interest in, to and under all of Grantors' United States trademarks, trademark registrations and trademark applications (the "Marks"), including those set forth on Schedule A attached hereto, but excluding any "intent-to-use" application for registration of a Mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are

associated and (iv) all rights to past, present or future proceeds and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

THIS GRANT is made to secure the payment of all the Secured Obligations of each of the Grantors, as such term is defined in the First Lien Security Agreement among the Grantors, the other grantors from time to time party thereto and the Grantee, dated as of April 27, 2012 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern in all respects.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A set of counterparts executed by all the parties hereto shall be lodged with the Borrowers and the Collateral Agent. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

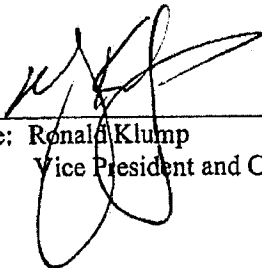
Nothing contained in this Agreement shall limit or affect the security interests heretofore granted, pledged and/or assigned to the Grantee under the Existing Trademark Security Agreement, which security interests are hereby ratified, reaffirmed and continued.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND EACH OTHER SECURED PARTY SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING ARISING HEREUNDER OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO AND EACH OTHER SECURED PARTY, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH GRANTOR, EACH LENDER AND THE COLLATERAL AGENT HEREBY CONSENTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH GRANTOR, EACH LENDER AND THE COLLATERAL AGENT IRREVOCABLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO. EACH PARTY HERETO AND EACH OTHER SECURED PARTY IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS IN THE MANNER PROVIDED FOR NOTICES (OTHER THAN TELECOPIER) IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

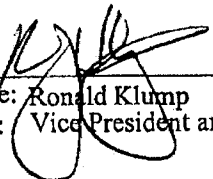
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IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest In Trademarks as of the 23rd day of May, 2013.

SCHRADER-BRIDGEPORT INTERNATIONAL,
INC.,
as Grantor

By 
Name: Ronald Klump
Title: Vice President and Chief Financial Officer

SCHRADER ELECTRONICS, INC.,
as Grantor

By 
Name: Ronald Klump
Title: Vice President and Chief Financial Officer

[Signature Page to Trademark Agreement]



TRADEMARK
REEL: 005034 FRAME: 0028

BARCLAYS BANK PLC, as Collateral Agent and
Grantee

By 
Name: _____
Title: **Craig Malloy**
Director

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
AIRAWARE	U.S.	77/803277 8/12/2009	3843957 9/7/2010	Schrader-Bridgeport International, Inc.
BRIDGEPORT	U.S.	72/400608 8/19/1971	0934353 5/23/1972	Schrader-Bridgeport International, Inc.
CAPALERT	U.S.	78/343686 12/19/2003	3130596 8/15/2006	Schrader-Bridgeport International, Inc.
EZ-SENSOR	U.S.	77/848248 10/14/2009	3967087 5/24/2011	Schrader-Bridgeport International, Inc.
GEYSER	U.S.	77/388094 2/4/2008	3495781 9/2/2008	Schrader-Bridgeport International, Inc.
NITRO AIR	U.S.	76/434168 7/25/2002	2845900 5/25/2004	Schrader-Bridgeport International, Inc.
PRIMARY SEAL	U.S.	74/284425 6/15/1992	1776405 6/15/1993	Schrader-Bridgeport International, Inc.
SCHRADER	U.S.	71/180084 5/2/1923	0174164 10/9/1923	Schrader-Bridgeport International, Inc.
SCHRADER	U.S.	71/171512 11/2/1922	0173962 10/2/1923	Schrader-Bridgeport International, Inc.
SCHRADER and Design 	U.S.	77/522257 7/15/2008	3941109 4/5/2011	Schrader-Bridgeport International, Inc.
SCHRADERAIR	U.S.	77/312888 10/25/2007	3670084 8/18/2009	Schrader-Bridgeport International, Inc.
Split Oval Design 	U.S.	77/784727 7/20/2009	3986311 6/28/2011	Schrader-Bridgeport International, Inc.
VISUALIZER	U.S.	73/434951 7/18/1983	1298547 10/2/1984	Schrader-Bridgeport International, Inc.
EZ-TIRE	U.S.	85/249831 2/23/2011	(intent-to-use application)*	Schrader Electronics, Inc.
MAXFLOW	U.S.	85/058701 6/9/2010	(intent-to-use application)*	Schrader-Bridgeport International, Inc.

“intent-to-use” application for registration of a Mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

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