

04-04-2005

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

8.24.04

Tab settings => => =>

102972175

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

RE MRD 8.24.04

1. Name of conveying party(ies):
STANADYNE CORPORATION
 (f/k/a Stanadyne Automotive Corporation)

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-- **Delaware**
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: **GOLDMAN SACHS CREDIT PARTNERS, L.P.**
as Term Collateral Agent in the First Priority Lien

Street Address: 85 Broad Street
 City: New York State: NY Zip: 10004

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership- Bermuda
 Corporation- _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: August 6, 2004

4. Application number(s) or registration number(s):
 A. Trademark Application No. (s)

B. Trademark Registration No. (s)
Please see Attached Schedule

Additional number(s) attached Yes No 76429002

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Rhonda DeLeon
 Internal Address: Latham & Watkins LLP

 Street Address: 650 Town Center Drive, Suite 2000

 City: Costa Mesa State: CA Zip: 92626

6. Total number of applications and registrations involved:..... 15

7. Total fee (37 CFR 3.41).....\$ 390.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number
50-0524 (For additional fees, if any)

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Rhonda DeLeon *Rhonda DeLeon* August 24, 2004
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 14


08/26/2004 MGETACHE 00000029 76429002

01 FC:8521 40.00 DP
 02 FC:8522 350.00 DP

OC\698972.1

TRADEMARK
REEL: 003141 FRAME: 0562

STANADYNE CORPORATION
(fka Stanadyne Automotive Corporation)
U.S. TRADEMARK REGISTRATIONS

| Mark | Serial No. Filing Date | Reg. No. Reg. Date |
|---|-----------------------------------|-------------------------------|
| CPN | 76/429,002 07/10/02 | 2,713,355 05/06/03 |
| FLEET STRENGTH | 73/762,152 11/07/88 | 1,544,088 06/20/89 |
| FLEET TOUCH | 73/758,921 10/21/88 | 1,554,608 09/05/89 |
| FUEL MANAGER | 74/062,582 05/25/90 | 1,699,779 07/07/92 |
| FUEL SENTRY | 73/646,914 02/27/87 | 1,458,241 09/22/87 |
| LUBRICITY FORMULA | 75/028,439 12/06/95 | 2,060,155 05/06/97 |
| PENCIL NOZZLE | 72/205,620 11/05/64 | 808,434 05/17/66 |
| PERFORMANCE FORMULA | 73/758,035 10/17/88 | 1,555,387 09/12/89 |
| PERFORMANCE FORMULA JUNIOR | 74/530,648 05/27/94 | 1,905,211 07/18/95 |
| RSN | 75/050,325 01/30/96 | 2,027,064 12/31/96 |
|  | 75/592,417 11/20/98 | 2,331,658 03/21/00 |
| STANADYNE | 73/838,471 11/13/89 | 1,622,066 11/13/90 |
| STANADYNE | 73/838,474 11/13/89 | 1,629,975 01/01/91 |
| TIME TRAC | 73/758,033 10/17/88 | 1,556,626 09/19/89 |
| WINTER 1000 | 73/758,034 10/17/88 | 1,549,700 08/01/89 |

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of August 6, 2004, by STANADYNE CORPORATION, STANADYNE AUTOMOTIVE HOLDING CORP. and PRECISION ENGINE PRODUCTS CORP. (collectively the "Grantors"), in favor of GOLDMAN SACHS CREDIT PARTNERS L.P., as Term Collateral Agent, for the benefit of the holders of the First Priority Lien Obligations (as defined below).

WITNESSETH:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated supplemented or otherwise modified from time to time, the "Term Security Agreement") among STANADYNE CORPORATION, a Delaware corporation (the "Borrower"), STANADYNE AUTOMOTIVE HOLDING CORP., a Delaware corporation ("Holdings"), and certain subsidiaries the Borrower, and GOLDMAN SACHS CREDIT PARTNERS L.P., as Term Collateral Agent, (together with its permitted successors in such capacity, the "Term Collateral Agent") under the Term Credit and Guaranty Agreement, dated as of the date hereof among the Borrower, Holdings, certain subsidiaries of the Borrower, the Lenders party thereto from time to time, and GOLDMAN SACHS CREDIT PARTNERS L.P., as Sole Lead Arranger, Sole Bookrunner, Syndication Agent, and Administrative Agent, the Term Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated supplemented or otherwise modified from time to time, the "Term Credit Agreement").

Grantors are required to execute and deliver to the Term Collateral Agent this Trademark Security Agreement for the benefit of the holders of the First Priority Lien Obligations (as defined in the Term Credit Agreement).

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Term Security Agreement, and, if not therein defined, in the Term Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.
 - (a) Grantors hereby grant to the Term Collateral Agent, for the benefit of the holders of the First Priority Lien Obligations, a security interest in and continuing lien on all of Grantors' right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):
 - (i) all United States federal and state and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the right to use names, likenesses and biographical data, all registrations and applications for any of the foregoing including, but not limited to, the registrations and applications referred

to on Schedule I hereto (as such schedule may be amended or supplemented from time to time);

(ii) the goodwill of the business symbolized by the foregoing, the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill;

(iii) all proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit;

(iv) any and all agreements granting any right in, to or under Trademarks to which Grantor is a party (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time); and

(v) to the extent not otherwise included above, all proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

(b) Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interests granted herein attach to (a) any lease, license, contract, property rights or agreement to which any Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term is rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided however that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such Lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above; or (b) any of the outstanding capital stock of a Controlled Foreign Corporation in excess of 65% of the voting power of all classes of capital stock of such Controlled Foreign Corporation entitled to vote; provided that immediately upon the amendment of the Tax Code to allow the pledge of a greater percentage of the voting power of capital stock in a Controlled Foreign Corporation without resulting in repatriation of earnings, the Trademark Collateral shall include, and the security interest granted by each Grantor shall attach to, such greater percentage of capital stock of each Controlled Foreign Corporation.

3. TERM SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Term Collateral Agent, for the benefit of the holders of the First Priority Lien Obligations, on behalf of itself and the other Term Secured Parties, pursuant to the Term Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Term Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Term Security Agreement, the terms and provisions of which are incorporated by reference

herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Term Security Agreement, the provisions of the Term Security Agreement shall control.

4. COUNTERPARTS This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

STANADYNE CORPORATION

By: Stephen S. Langin
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York
COUNTY OF New York ss.

On this 5 day of August, 2004 before me personally appeared Stephen S. Langin proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantors, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Audrey Leff
Notary Public

{seal}

AUDREY LEFF
Notary Public, State of New York
No. 41-488614
Qualified in Queens County
Certificate Filed in Queens County
Commission Expires Sept. 23, 2005

[SIGNATURES CONTINUED ON NEXT PAGE]

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

PRECISION ENGINE PRODUCTS CORP.

By: Steph A. Langan
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF NY)
COUNTY OF NY)

ss.

On this 5 day of August, 2004 before me personally appeared Steph A. Langan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantors, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Audrey Leff
Notary Public

AUDREY LEFF
Notary Public, State of New York
No. 41-4986814
Qualified in Queens County
Certificate Filed in Queens County
Commission Expires Sept. 23, 2025

{seal}

[SIGNATURES CONTINUED ON NEXT PAGE]

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

STANADYNE AUTOMOTIVE HOLDING CORP.

By: Stephen A. Langin
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF NY)
))
COUNTY OF NY) ss.

On this 5 day of August, 2004 before me personally appeared Stephen A. Langin proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantors, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Audrey Leff
Notary Public

AUDREY LEFF
Notary Public, State of New York
No. 41-4986614
Qualified in Queens County
Certificate Filed in Queens County
Commission Expires Sept. 23, 2005

{seal}

[SIGNATURES CONTINUED ON NEXT PAGE]

ACCEPTED AND ACKNOWLEDGED BY:

THE CIT GROUP/BUSINESS CREDIT, INC.
as Revolving Collateral Agent


By: James A. Brennan, Jr.
Name: James A. Brennan, Jr.
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK APPLICATIONS, REGISTRATIONS AND LICENSES

(see attached)




FEDERAL TRADEMARK SCHEDULE




STANADYNE CORPORATION (fka Stanadyne Automotive Corporation)



| Mark | Serial No. Filing Date | Reg. No. Reg. Date |
|--|-----------------------------------|-------------------------------|
| CPN | 76/429,002 07/10/02 | 2,713,355 05/06/03 |
| FLEET STRENGTH | 73/762,152 11/07/88 | 1,544,088 06/20/89 |
| FLEET TOUCH | 73/758,921 10/21/88 | 1,554,608 09/05/89 |
| FUEL MANAGER | 74/062,582 05/25/90 | 1,699,779 07/07/92 |
| FUEL SENTRY | 73/646,914 02/27/87 | 1,458,241 09/22/87 |
| LUBRICITY FORMULA | 75/028,439 12/06/95 | 2,060,155 05/06/97 |
| PENCIL NOZZLE | 72/205,620 11/05/64 | 808,434 05/17/66 |
| PERFORMANCE FORMULA | 73/758,035 10/17/88 | 1,555,387 09/12/89 |
| PERFORMANCE FORMULA JUNIOR | 74/530,648 05/27/94 | 1,905,211 07/18/95 |
| RSN | 75/050,325 01/30/96 | 2,027,064 12/31/96 |
|  | 75/592,417 11/20/98 | 2,331,658 03/21/00 |
| STANADYNE | 73/838,471 11/13/89 | 1,622,066 11/13/90 |
| STANADYNE | 73/838,474 11/13/89 | 1,629,975 01/01/91 |
| TIME TRAC | 73/758,033 10/17/88 | 1,556,626 09/19/89 |
| WINTER 1000 | 73/758,034 10/17/88 | 1,549,700 08/01/89 |

FOREIGN TRADEMARK SCHEDULE

STANADYNE CORPORATION (fka Stanadyne Automotive Corporation)

| Country | Mark | Serial No. Filing Date | Reg. No. Reg. Date |
|-----------|---|---------------------------|------------------------|
| Australia | STANADYNE | 455,321 11/14/86 | 455,321 01/13/89 |
| Australia | STANADYNE | 455,323 11/14/86 | 455,323 01/13/89 |
| Austria | STANADYNE | 2087 01/08/87 | 116,315 06/25/87 |
| Benelux | STANADYNE | 689,897 12/10/86 | 428,873 12/10/86 |
| Brazil | STANADYNE | 813459150 04/30/87 | 813459150 09/05/89 |
| Canada | CPN | 112,936,600 01/28/02 | TMA609,898 05/11/04 |
| Canada | LUBRICITY FORMULA | 79,906,200 12/05/95 | TMA469,987 01/28/97 |
| Canada |  | 89,684,100 11/19/98 | TMA531,884 08/29/00 |
| Canada | STANADYNE | 81,493,800 03/25/86 | TMA332,257 09/25/87 |
| China | STANADYNE | 310,536 08/03/87 | 310,536 03/20/88 |
| China | STANADYNE | 316,438 08/03/87 | 316,438 06/20/88 |
| Finland | STANADYNE | 199,001,376 03/13/90 | 116,273 01/20/92 |
| France | CPN | 02 3142885 01/22/02 | 02 3142885 01/22/02 |
| France | FUEL MANAGER | 03 3220546 04/14/03 | 03 3220546 04/14/03 |
| France |  | 95 576670 06/20/95 | 95 576670 06/20/95 |
| France | RSN | 97 661438 01/28/97 | 97 661438 01/28/97 |
| France |  | 99 768035 01/08/99 | 99 768035 01/08/99 |
| France | STANADYNE | INPI828638 12/12/86 | 1,384,000 12/12/86 |
| Germany | CPN | 30202388 7 01/17/02 | 30202388 03/12/02 |
| Germany | FUEL MANAGER | 30319239 9 04/11/03 | 30319239 06/06/03 |

| Country | Mark | Serial No. Filing Date | Reg. No. Reg. Date |
|-------------|---|---------------------------|-----------------------|
| Germany |  | 39524340 8 06/12/95 | 39524340 04/17/96 |
| Germany | RSN | 39620803 7 05/06/96 | 39620803 01/17/97 |
| Germany |  | 39900686 9 01/08/99 | 39900686 08/02/99 |
| Germany | STANADYNE | ST 15014 7WZ 01/12/87 | 1118901 03/07/88 |
| India | FUEL MANAGER | 921,535 04/28/00 | PENDING |
| India | PENCIL NOZZLE | 921,536 04/28/00 | PENDING |
| India | RSN | 989,931 02/13/01 | PENDING |
| India | S (Stylized) | 921,534 04/28/00 | PENDING |
| India | STANADYNE | 471,871 05/06/87 | 471,871 08/31/94 |
| India | STANADYNE | 471,873 05/06/87 | 471,873 05/13/93 |
| Italy | CPN | 546 2002 TO 02/26/02 | |
| Italy | FUEL MANAGER | 1467 2003 TO 05/27/03 | |
| Italy |  | 1969 95 TO 06/16/95 | 717,517 07/16/97 |
| Italy | RSN | 1836 97 TO 07/04/97 | 794,029 11/29/99 |
| Italy |  | 217 99 TO 01/28/99 | 871567 07/04/02 |
| Italy | STANADYNE | 3077 96 TO 11/15/96 | 754434 08/20/98 |
| Japan | STANADYNE | S48-098276 06/18/73 | 1584035 04/27/83 |
| South Korea | STANADYNE | 87-8441 04/24/87 | 164,234 12/08/88 |
| South Korea | STANADYNE | 87-8442 04/24/87 | 160,389 10/07/88 |
| Mexico | CPN | 534,425 02/26/02 | 740,983 03/26/02 |

| Country | Mark | Serial No. Filing Date | Reg. No. Reg. Date |
|----------------|---|---------------------------|-----------------------|
| Mexico | S (Stylized) | 359,886 01/12/99 | PENDING |
| Mexico | S (Stylized) | 359,887 01/12/99 | 650,698 04/18/00 |
| Mexico | STANADYNE | 24,455 04/29/87 | 342,415 02/08/88 |
| Norway |  | 199913197 12/20/99 | 202,929 05/18/00 |
| Norway | STANADYNE | 19865010 12/12/86 | 140,490 02/22/90 |
| South Africa | STANADYNE | 86/7348 11/03/86 | 86/7348 05/18/88 |
| South Africa | STANADYNE | 86/7350 11/03/86 | 86/7350 05/18/88 |
| Spain | CPN | 2453087M5 02/05/02 | 2453087M5 06/20/02 |
| Spain | FUEL MANAGER | 2550900M4 07/16/03 | 2550900M4 12/18/03 |
| Spain | STANADYNE | 1172558M3 12/15/86 | 1172558M3 06/18/90 |
| Spain | STANADYNE | 1585349M7 08/17/90 | 1585349M7 07/05/93 |
| Sweden | STANADYNE | 198700116 01/09/87 | 221,325 03/01/91 |
| Taiwan | STANADYNE | (76)-47818 09/04/87 | 398,418 04/16/88 |
| Taiwan | STANADYNE | (76)-47819 09/04/87 | 400,029 05/01/88 |
| Thailand | STANADYNE | 167,771 08/04/87 | Kor68437 05/03/88 |
| Thailand | STANADYNE | 167,772 08/04/87 | Kor97092 05/03/88 |
| United Kingdom | CPN | 2290923 01/23/02 | 2290923 06/28/02 |
| United Kingdom | FUEL MANAGER | 2329713 04/15/03 | 2329713 10/31/03 |
| United Kingdom |  | 2188085 02/08/99 | 2188085 01/05/01 |
| United Kingdom | STANADYNE | 1295307 12/10/86 | 1295307 12/10/86 |
| United Kingdom | STANADYNE | 1295309 12/10/86 | 1295309 12/10/86 |