

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
Stanadyne Corporation		08/13/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, LLC, as Agent
Street Address:	1100 Abernathy Road, Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1554608	FLEET TOUGH
Registration Number:	1699779	FUEL MANAGER
Registration Number:	2060155	LUBRICITY FORMULA
Registration Number:	3256801	P
Registration Number:	808434	PENCIL NOZZLE
Registration Number:	1555387	PERFORMANCE FORMULA
Registration Number:	1905211	PERFORMANCE FORMULA JUNIOR
Registration Number:	2027064	RSN
Registration Number:	2331658	S
Registration Number:	1629975	STANADYNE
Registration Number:	1622066	STANADYNE
Registration Number:	1556626	TIME TRAC
Registration Number:	1549700	WINTER 1000

CORRESPONDENCE DATA

900141538

**TRADEMARK
 REEL: 004050 FRAME: 0100**

CH \$340.00 1554608

Fax Number: (800)680-9592
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: Oleh.Hereliuk@federalresearch.com
Correspondent Name: CBCInnovis dba Federal Research
Address Line 1: 1023 Fifteenth Street, NW, Ste 401
Address Line 2: attn: Oleh Hereliuk
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	443257
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	08/21/2009

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 13th day of August, 2009, by the Grantor listed on the signature page hereof ("Grantor"), and WELLS FARGO FOOTHILL, LLC, a Delaware limited liability company, in its capacity as administrative agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns, "Agent").

WITNESSETH:

WHEREAS, pursuant to (a) that certain Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Domestic Credit Agreement"), dated as of the date hereof, by and among the lenders identified on the signature pages hereof (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), WELLS FARGO FOOTHILL, LLC, a Delaware limited liability company, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent"), STANADYNE INTERMEDIATE HOLDING CORP., a Delaware corporation ("Parent"), and STANADYNE CORPORATION, a Delaware corporation ("Borrower"), and (b) that certain EXIM Guaranteed Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "EXIM Credit Agreement"), and together with the Domestic Credit Agreement, each, a "Credit Agreement", and collectively, the "Credit Agreements"), dated as of the date hereof, by and among the Lenders, Agent, Parent, and Borrower, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a

whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of each Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of either Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

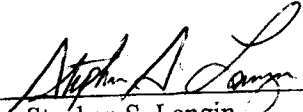
8. CONTROLLING LAW. This Parent Security Agreement is to be governed and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each 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.

GRANTOR:

STANADYNE CORPORATION,
a Delaware corporation

By: 

Name: Stephen S. Langin

Title: Vice President, Chief Financial Officer and
Secretary


[Signature page to Trademark Security Agreement]

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TRADEMARK
REEL: 004050 FRAME: 0105

AGENT:

WELLS FARGO FOOTHILL, LLC,
a Delaware limited liability company,
as Agent

By: 
Name: Samantha Alexander
Title: Vice President

[Signature page to Trademark Security Agreement]

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TRADEMARK
REEL: 004050 FRAME: 0106


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	(Application)/ Registration No.	(App)/Reg Date
Stanadyne Corporation	United States	FLEET TOUGH	1,554,608	09/05/1989
Stanadyne Corporation	United States	FUEL MANAGER	1,699,779	07/07/1992
Stanadyne Corporation	United States	LUBRICITY FORMULA	2,060,155	05/06/1997
Stanadyne Corporation	United States	P and Design	3,256,801	06/26/2007
Stanadyne Corporation	United States	PENCIL NOZZLE	808,434	05/17/1966
Stanadyne Corporation	United States	PERFORMANCE FORMULA	1,555,387	09/12/1989
Stanadyne Corporation	United States	PERFORMANCE FORMULA JUNIOR	1,905,211	07/18/1995
Stanadyne Corporation	United States	RSN	2,027,064	12/31/1996
Stanadyne Corporation	United States	S and Design	2,331,658	03/21/2000
Stanadyne Corporation	United States	STANADYNE	1,629,975	01/01/1991
Stanadyne Corporation	United States	STANADYNE	1,622,066	11/13/1990
Stanadyne Corporation	United States	TIME TRAC	1,556,626	09/19/1989
Stanadyne Corporation	United States	WINTER 1000	1,549,700	08/01/1989
Stanadyne Corporation	Australia	STANADYNE	A455323	01/13/1989
Stanadyne Corporation	Australia	STANADYNE	A455321	01/13/1989
Stanadyne Corporation	Austria	STANADYNE	116,315	06/25/1987
Stanadyne Corporation	Benelux	STANADYNE	428873	11/20/1987
Stanadyne Corporation	Brazil	STANADYNE	332,257	09/25/1987
Stanadyne Corporation	Canada	LUBRICITY FORMULA	TMA 469,987	01/28/1997

Stanadyne Corporation	Canada		TMA 531,884	08/29/2000
Stanadyne Corporation	Canada	STANADYNE	332,257	09/25/1987
Stanadyne Corporation	People's Republic of China	STANADYNE	310536	03/20/1988
Stanadyne Corporation	People's Republic of China	STANADYNE	310536	03/20/1988
Stanadyne Corporation	European Community	Miscellaneous Design	004140315	02/07/2006
Stanadyne Corporation	European Community	P PRECISION FUEL PUMPS and Design	004140356	02/07/2006
Stanadyne Corporation	Finland	STANADYNE	116273	01/20/1992
Stanadyne Corporation	France	FUEL MANAGER	03 3 220 546	09/19/2003
Stanadyne Corporation	France	PERFORMANCE FORMULA and Design	95576670	06/20/1995
Stanadyne Corporation	France	RSN	97661438	07/11/1997
Stanadyne Corporation	France		99768035	06/18/1999
Stanadyne Corporation	France	STANADYNE	1384000	12/12/19896
Stanadyne Corporation	Germany	FUEL MANAGER	303 19 239	04/11/2003
Stanadyne Corporation	Germany	PERFORMANCE FORMULA and Design	395 24 340.8	04/17/1996
Stanadyne Corporation	Germany	RSN	396 20 803	01/17/1997
Stanadyne Corporation	Germany		39900686	08/02/1999
Stanadyne Corporation	Germany	STANADYNE	1118901	03/07/1988
Stanadyne Corporation	India	FUEL MANAGER	921535	06/08/2005
Stanadyne Corporation	India	PENCIL NOZZLE	921536	04/28/2000
Stanadyne Corporation	India	RSN	989931	09/09/2005
Stanadyne Corporation	India		921534	12/28/2005
Stanadyne Corporation	India	STANADYNE	471871	08/31/1994
Stanadyne Corporation	India	STANADYNE	471873	05/13/1993

Stanadyne Corporation	Italy	*PERFORMANCE FORMULA and Design	717517	11/11/1997
Stanadyne Corporation	Italy	*RSN	794029	11/29/1999
Stanadyne Corporation	Italy		871567	07/04/2002
Stanadyne Corporation	Italy	*STANADYNE	754434	06/09/1987
Stanadyne Corporation	Italy	FUEL MANAGER	(T02003C001467)	(05/27/2003)
Stanadyne Corporation	Japan	STANADYNE	1584035-2	04/27/1983
Stanadyne Corporation	Republic of Korea	Miscellaneous Design	659541	04/21/2006
Stanadyne Corporation	Republic of Korea	PRECISION FUEL PUMPS and Design	651799	02/17/2006
Stanadyne Corporation	Republic of Korea	STANADYNE	40-0164234	12/08/1988
Stanadyne Corporation	Republic of Korea	STANADYNE	40-0160389-1	10/07/1988
Stanadyne Corporation	Mexico	S and Design	650,698	04/18/2000
Stanadyne Corporation	Mexico	STANADYNE	342415	02/08/1988
Stanadyne Corporation	Norway		202929	05/18/2000
Stanadyne Corporation	Norway	STANADYNE	140490	02/22/1990
Stanadyne Corporation	South Africa	STANADYNE	86/7350	05/18/1988
Stanadyne Corporation	South Africa	STANADYNE	86/7348	05/18/1988
Stanadyne Corporation	Spain	FUEL MANAGER	2550900	12/18/2003
Stanadyne Corporation	Spain	STANADYNE	1172559/1	09/03/1990
Stanadyne Corporation	Spain	STANADYNE	1172558/3	06/18/1990
Stanadyne Corporation	Spain	STANADYNE	1,585,349	07/05/1993
Stanadyne Corporation	Sweden	STANADYNE	221325	03/01/1991
Stanadyne Corporation	Taiwan	STANADYNE	398418	04/16/1988
Stanadyne Corporation	Taiwan	STANADYNE	400029	05/01/1988
Stanadyne Corporation	Thailand	STANADYNE	Kor296309	04/27/2009
Stanadyne Corporation	Thailand	STANADYNE	Kor296308	04/27/2009

Stanadyne Corporation	United Kingdom	RSN	2070782	11/01/1996
Stanadyne Corporation	United Kingdom		2188085	01/05/2000
Stanadyne Corporation	United Kingdom	STANADYNE	1295309	12/02/1988
Stanadyne Corporation	United Kingdom	STANADYNE	1295307	03/10/1989

Trademark Licenses

Stanadyne Corporation is a licensee under a certain Automotive Supplier Agreement, dated as of January 30, 1999, by and between the Lemelson Medical, Educational and Research Foundation (the "Lemelson Foundation") and Stanadyne Automotive Corp. (nka Stanadyne Corporation) (the "Lemelson License Agreement"). Pursuant to the Lemelson License Agreement, Stanadyne Corporation obtained certain non-exclusive licenses and covenants not to sue from the Lemelson Foundation. The provisions of the Lemelson License Agreement prohibit Stanadyne Corporation from disclosing the terms of the Lemelson License Agreement to third parties.