

07/14/2011



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

Form PTO-1594 (Rev. 06/11)
OMB Collection 0651-0027 (exp. 03/31/26)

RECORDATION FORM COVER TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

SCT Performance, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other LLC
- Association
- Limited Partnership

Citizenship (see guidelines) NORTH CAROLINA

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Fifth Third Bank

Internal

Address: _____

Street Address: 251 N. Illinois St., Ste. 1200

City: Indianapolis

State: Indiana

Country: USA Zip: 46204

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship OHIO
- Other _____ Citizenship _____

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)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) June 30, 2011

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See attached

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Madalyn S. Kinsey, Esquire

Internal Address: Kroger Gardis & Regas, L.L.P.

Street Address: 111 Monument Circle
Suite 900

City: Indianapolis

State: Indiana Zip: 46204

Phone Number: 317-777-7429

Fax Number: 317-777-7429

Email Address: msk@kgrlaw.com

6. Total number of applications and registrations involved:

4/8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1215.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number: 07714/2011 ARGUMENT BARBARA 3371568

Authorized User Name: _____ 40.00 OP
1175.00 OP

9. Signature:

MS Kinsey
Signature
Madalyn S. Kinsey, Esquire
Name of Person Signing

July 11, 2011
Date

Total number of pages including cover sheet, attachments, and document: 32

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 004602 FRAME: 0252

700469057


SCT PERFORMANCE, LLC

U.S. TRADEMARKS

MARK	APPLICATION/ REGISTRATION NUMBER	FILING/ REGISTRATION DATE	GOODS/SERVICES	STATUS
LIVEWIRE®	77/063,654 3,371,568	12/13/2006 01/22/2008	Int'l Class 9: Electronic automotive tuning device, namely, electronic control hardware unit which interfaces with a car's drive-train computer system and reprograms the car's microchip to make it go faster, have more horse power and get better gas mileage	Registered 6 Yr. Declaration of Use due: 01/22/2014
LIVEWIRE®	77/063,675 3,394,060	12/13/2006 03/11/2008	Int'l Class 9: Electronic automotive tuning device, namely, electronic control hardware unit which interfaces with a car's drive-train computer system and reprograms the car's microchip to make it go faster, have more horse power and get better gas mileage	Registered 6 Yr. Declaration of Use due: 03/11/2014
SCT®	77/067,042 3,497,658	12/19/2006 09/09/2008	Int'l Class 9: Electronic automotive tuning device, namely, electronic control hardware unit which interfaces with a car's drive-train computer system and reprograms the car's microchip to make it go faster, have more horse power and get better gas mileage Int'l Class 41: Educational services, namely, providing classes featuring training in the field of automotive performance enhancement	Registered 6 Yr. Declaration of Use due: 09/08/2014


CHICAGO#1666744.9

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MARK	APPLICATION/ REGISTRATION NUMBER	FILING/ REGISTRATION DATE	GOODS/SERVICES	STATUS
	3,497,659	12/19/2006	Int'l Class 9: Electronic automotive tuning device, namely, electronic control hardware unit which interfaces with a car's drive-train computer system and reprograms the car's microchip to make it go faster, have more horse power and get better gas mileage	Registered 6 Yr. Declaration of Use due: 09/09/2014
X3 POWER FLASH®	77189,712 3,513,437	05/24/2007 10/07/2008	Int'l Class 9: Electronic automotive tuning device, namely, electronic control hardware unit which interfaces with a car's drive-train computer system and reprograms the car's microchip to make it go faster, have more horsepower and get better gas mileage	Registered 6 Yr. Declaration of Use due: 10/07/2014
MORE POWER! LESS FUEL!®	77265,091 3,439,748	08/27/2007 06/03/2008	Int'l Class 9: Electronic automotive tuning device and software, namely, electronic control hardware unit and downloadable software provided via the Internet for reprogramming automotive drive train computers for the purpose of increasing speed, horsepower and fuel efficiency	Registered 6 Yr. Declaration of Use due: 06/03/2014
			Int'l Class 41: Educational services, namely classes in the field of automotive performance enhancement	

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MARK	APPLICATION/ REGISTRATION NUMBER	FILING/ REGISTRATION DATE	GOODS/SERVICES	STATUS
 ECONOMIZER [®]	77352,386 3,686,789	12/14/2007 09/22/2009	Int'l Class 9: Electronic automotive tuning device, namely, electronic control hardware unit which interfaces with a car's drive-train computer system and reprograms the car's microchip to make it go faster, have more power and get better gas mileage	Registered 6 Yr. Declaration of Use due: 09/22/2015
LESS FUEL, MORE POWER [®]	77352,902 3,664,395	12/14/2007 08/04/2009	Int'l Class 9: Electronic automotive tuning device, namely, electronic control hardware unit which interfaces with a car's drive-train computer system and reprograms the car's microchip to make it go faster, have more power and get better gas mileage	Registered 6 Yr. Declaration of Use due: 08/04/2015
POWER FLASH [®]	77352,932 3,467,695	12/14/2007 07/15/2008	Int'l Class 9: Electronic automotive tuning device, namely, electronic control hardware unit which interfaces with a car's drive-train computer system and reprograms the car's microchip to make it go faster, have more power and get better gas mileage	Registered 6 Yr. Declaration of Use due: 07/15/2014
SCT ECONOMIZER [®]	77352,746 3,664,394	12/14/2007 08/04/2009	Int'l Class 9: Electronic automotive tuning device, namely, electronic control hardware unit which interfaces with a car's drive-train computer system and reprograms the car's microchip to make it go faster, have more power and get better gas mileage	Registered 6 Yr. Declaration of Use due: 08/04/2015
SF3 [®]	77352,923 3,467,694	12/14/2007 07/15/2008	Int'l Class 9: Electronic automotive tuning device, namely, electronic control hardware unit which interfaces with a car's drive-train computer system and reprograms the car's microchip to make it go faster, have more power and get better gas mileage	Registered 6 Yr. Declaration of Use due: 07/15/2014

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MARK	APPLICATION/ REGISTRATION NUMBER	FILING/ REGISTRATION DATE	GOODS/SERVICES	STATUS
X3®	77/352,907 3,632,383	12/14/2007 06/02/2009	Int'l Class 9: Electronic automotive tuning device, namely, electronic control hardware unit which interfaces with a car's drive-train computer system and reprograms the car's microchip to make it go faster, have more power and get better gas mileage	Registered 6 Yr. Declaration of Use due: 06/02/2015
TOUCH SCREEN XTREME®	77,573,464 3,706,656	09/18/2008 11/03/2009	Int'l Class 9: Electronic automotive tuning device, namely, electronic control hardware unit which interfaces with a car's drive-train computer system and reprograms the car's microchip to make it go faster, have more horse power and get better gas mileage	Registered 6 Yr. Declaration of Use due: 11/03/2015
TRACTOR BOOST®	77/385,836 3,641,401	01/31/2008 06/16/2009	Int'l Class 9: Electronic automotive tuning device, namely electronic control hardware unit which interfaces with a tractor's drive-train computer system and reprograms the tractor's microchip to make it go faster, have more horse power and get better gas mileage	Registered 6 Yr. Declaration of Use due: 06/16/2015
SCTFLASH®	77/765,355 3,901,416	06/22/2009 01/04/2011	Int'l Class 9: Electronic automotive tuning device, namely, electronic control hardware unit which interfaces with a car or truck's drive-train computer system and reprograms the car or truck's microchip to make it go faster, have more horse power and get better gas mileage	Registered 6 Yr. Declaration of Use due: 01/04/2017
SCT FLEET SOLUTIONS	85/074,238	06/29/2010	Int'l Class 45: Consulting services in the field of fuel economy and safety services.	Published on 05/31/2011 Awaiting Notice of Allowance

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MARK	APPLICATION/ REGISTRATION NUMBER	FILING/ REGISTRATION DATE	GOODS/SERVICES	STATUS
THE TUNING BRAND YOU CAN TRUST	85/174,869	11/11/2010	Class 9: Automotive tuning device, namely, electronic control hardware unit which interfaces with a vehicle's drive-train computer system and reprograms the vehicle's microchip to make it enhance the performance of the vehicle	Published on 04/05/2011 Awaiting Notice of Allowance
THE TUNER YOU CAN TRUST	85/174,884	11/11/2010	Class 9: Automotive tuning device, namely, electronic control hardware unit which interfaces with a vehicle's drive-train computer system and reprograms the vehicle's microchip to make it enhance the performance of the vehicle	Statement of Use/1st Extension of Time due: 11/30/2011
THE BRAND YOU CAN TRUST	85/174,890	11/11/2010	Class 9: Automotive tuning device, namely, electronic control hardware unit which interfaces with a vehicle's drive-train computer system and reprograms the vehicle's microchip to make it enhance the performance of the vehicle	Statement of Use/1st Extension of Time due: 11/30/2011
ITSX	85/180,456	11/18/2010	Class 9: Electronic automotive tuning device, namely, electronic control hardware unit which interfaces with a vehicle's drive-train computer system and reprograms the vehicle's microchip to enhance the performance of the vehicle, with user control and interaction through a program running on a smart-phone or other hand-held interactive media player, that communicates with the device through Bluetooth technology	Published on 06/07/2011 Awaiting Notice of Allowance
WIRELESS VEHICLE TUNING. EVOLVED.				<i>Waiting stylized version of this mark for filing with the USPTO</i>

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Foreign Trademarks

COUNTRY	TRADEMARK	APPLICATION/ REGISTRATION NUMBER	FILING/ REG. DATE	GOODS/SERVICES	STATUS
Australia	SCT ECONOMIZER	1354431 (divisional application of 1246804)	06/16/2008	Int'l Class 9: Handheld or portable electronic automotive tuning devices, including electronic control hardware units which interface with a car's drive-train computer system; each of the foregoing goods being limited to handheld or portable devices	Deferral Request filed with the Australian Trademark Office on 12/8/2010 on the basis of the non-use removal applications filed against CAPA's trademark Reg. Nos. 1077946 and 1077997
Australia	X3 POWER FLASH®	1247404	06/18/2008	Int'l Class 9: Electronic automotive tuning device, namely, electronic control hardware unit which interfaces with a car's drive-train computer system and reprograms the car's microchip to make it go faster, have more horsepower and get better gas mileage	Registered Renewal due: 06/18/2018
Australia	TOUCH SCREEN XTREME®	1283320 1283320	02/02/2009 06/03/2009	Int'l Class 9: Electronic automotive tuning device, namely, electronic control hardware unit which interfaces with a car's drive-train computer system and reprograms the car's microchip to make it go faster, have more horsepower and get better gas mileage	Registered Renewal due: 02/02/2019
Australia	TSX®	1283319 1283319	02/02/2009 12/06/2010	Int'l Class 9: Electronic automotive tuning device, namely, electronic control hardware unit which interfaces with a car's drive-train computer system and reprograms the car's microchip to make it go faster, have more horsepower and get better gas mileage	Registered Renewal due: 02/02/2019
Australia	SCT	1315531	08/14/2009	Int'l Class 9: Apparatus and instruments for controlling, switching, transforming, accumulating, regulating or controlling electricity; electronic tuning devices for motor vehicles Int'l Class 41: Educational and training services relating to motor vehicles and motor vehicle performance enhancement	Deferral Request filed with the Australian Trademark Office on 12/8/2010 on the basis of the non-use removal applications filed against CAPA's trademark Reg. Nos. 1077946 and 1077997

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COUNTRY	TRADEMARK	APPLICATION/ REGISTRATION NUMBER	FILING/ REG. DATE	GOODS/SERVICES	STATUS
Australia		1315532	08/14/2009	Int'l Class 9: Apparatus and instruments for controlling, switching, transforming, accumulating, regulating or controlling electricity; electronic tuning devices for motor vehicles Int'l Class 41: Educational and training services relating to motor vehicles and motor vehicle performance enhancement	Deferment Request filed with the Australian Trademark Office on 12/8/2010 on the basis of the non-use removal applications filed against CAPA's trademark Reg. Nos. 1077946 and 1077997
Australia	SCTFLASH	1323893	10/01/2009	Int'l Class 9: Electronic automotive tuning device, namely, electronic control hardware unit which interfaces with a car or truck's drive-train computer system and reprograms the car or truck's microchip to make it go faster, have more horse power and get better gas mileage	Deferment Request filed with the Australian Trademark Office on 12/8/2010 on the basis of the non-use removal applications filed against CAPA's trademark Reg. Nos. 1077946 and 1077997
Australia	SCT FLEET SOLUTIONS	1397732	12/01/2010	Int'l Class 45: Consulting services in the field of fuel economy and safety services	Deferment Request filed with the Australian Trademark Office on 02/16/2011 on the basis of the non-use removal applications filed against CAPA's trademark Reg. Nos. 1077946 and 1077997
Australia	THE TUNING BRAND YOU CAN TRUST	1420175	04/12/2011	Int'l Class 9: automotive tuning devices, electronic control hardware units which interface with a vehicle's drive-train computer system and reprogram the vehicle's microchip to make it enhance the performance of the vehicle	Awaiting examination
Australia	MORE POWER LESS FUEL	1428056	05/30/2011	Class 9: Handheld or portable electronic automotive tuning devices, including electronic control hardware units which interface with a car's drive-train computer system; each of the foregoing goods being limited to handheld or portable devices	Awaiting examination
Brazil	SCT FLEET SOLUTIONS	830894926	12/28/2010	Int'l Class 45: Consulting services in the field of fuel economy and safety services	Awaiting examination
Canada	SCT FLEET SOLUTIONS	1514728	02/10/2011	Int'l Class 45: Consulting services in the field of fuel economy and safety services	Awaiting examination


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COUNTRY	TRADEMARK	APPLICATION/ REGISTRATION NUMBER	FILING/ REG. DATE	GOODS/SERVICES	STATUS
Canada	THE TUNING BRAND YOU CAN TRUST	1523089	04/11/2011	Int'l Class 9: automotive tuning device, namely, electronic control hardware unit which interfaces with a vehicle's drive-train computer system and reprograms the vehicle's microchip to make it enhance the performance of the vehicle	Awaiting examination
European Community	SCT ECONOMIZER	006991442	06/16/2008	Int'l Class 9: Electronic automotive tuning device, namely, electronic control hardware unit which interfaces with a car's drive-train computer system and reprograms the car's microchip to make it go faster, have more power and get better gas mileage	Awaiting certificate of registration
European Community	X3 POWER FLASH®	007069859 007069859	07/16/2008 03/23/2009	Int'l Class 9: Electronic automotive tuning device, namely, electronic control hardware unit which interfaces with a car's drive-train computer system and reprograms the car's microchip to make it go faster, have more horsepower and get better gas mileage	Registered Renewal due: 07/16/2018
European Community	TOUCH SCREEN XTREME®	007577638 007577638	02/03/2009 09/03/2009	Int'l Class 9: Electronic automotive tuning device, namely, electronic control hardware unit which interfaces with a car's drive-train computer system and reprograms the car's microchip to make it go faster, have more power and get better gas mileage	Registered Renewal due: 02/03/2019

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COUNTRY	TRADEMARK	APPLICATION/ REGISTRATION NUMBER	FILING/ REG. DATE	GOODS/SERVICES	STATUS
European Community	TSX®	007577547 007577547	02/03/2009 09/15/2009	Int'l Class 9: Electronic automotive tuning device, namely, electronic control hardware unit which interfaces with a car's drive-train computer system and reprograms the car's microchip to make it go faster, have more power and get better gas mileage	Registered Renewal due: 02/03/2019
European Community	SCTFLASH®	008587313 008587313	10/01/2009 03/29/2010	Int'l Class 9: Electronic automotive tuning device, namely, electronic control hardware unit which interfaces with a car or truck's drive-train computer system and reprograms the car or truck's microchip to make it go faster, have more horse power and get better gas mileage	Registered Renewal due: 10/01/2019
European Community	SGT®	009334913 009334913	08/26/2010 02/04/2011	Int'l Class 9: Electronic automotive tuning device, namely, electronic control hardware unit which interfaces with a vehicle's drive-train computer system and reprograms the vehicle's microchip to make it enhance the performance of the vehicle	Registered Renewal due: 08/26/2020
European Community	SCT FLEET SOLUTIONS	009564386	12/01/2010	Int'l Class 43: Consulting services in the field of fuel economy and safety services	Published on 03/16/2011
European Community	THE TUNING BRAND YOU CAN TRUST	009886847	04/12/2011	Int'l Class 9: automotive tuning device, namely, electronic control hardware unit which interfaces with a vehicle's drive-train computer system and reprograms the vehicle's microchip to make it enhance the performance of the vehicle	Awaiting examination
New Zealand		811224 811224	08/17/2009 02/18/2010	Int'l Class 9: Apparatus and instruments for controlling, switching, transforming, accumulating, regulating or controlling electricity; electronic tuning devices for motor vehicles Int'l Class 41: Educational and training services relating to motor vehicles and motor vehicle performance enhancement	Registered Renewal due: 08/17/2019

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COUNTRY	TRADEMARK	APPLICATION/ REGISTRATION NUMBER	FILING/ REG. DATE	GOODS/SERVICES	STATUS
New Zealand	SCT®	811223 811223	08/17/2009 12/07/2010	Int'l Class 9: Apparatus and instruments for controlling, switching, transforming, accumulating, regulating or controlling electricity; electronic tuning devices for motor vehicles Int'l Class 41: Educational and training services relating to motor vehicles and motor vehicle performance enhancement	Registered Renewal due: 08/17/2019
New Zealand	SCTFLASH®	813670 813670	10/01/2009 04/08/2010	Int'l Class 9: Apparatus and instruments for controlling, switching, transforming, accumulating, regulating or controlling, electricity; electronic tuning devices for motor vehicles	Registered Renewal due: 06/22/2019
New Zealand	THE TUNING BRAND YOU CAN TRUST	840252	04/13/2011	Int'l Class 9: automotive tuning device, namely, electronic control hardware unit which interfaces with a vehicle's drive-train computer system and reprograms the vehicle's microchip to make it enhance the performance of the vehicle	Awaiting examination
Qatar	SCT FLEET SOLUTIONS	65235	12/16/2010	Int'l Class 42: Consulting services in the field of fuel economy and safety services	Awaiting examination
Russia	SCT FLEET SOLUTIONS	2010738765	12/01/2010	Int'l Class 45: Consulting services in the field of fuel economy and safety services	Response to Office Action filed amending the goods
U.A.E.	SCT FLEET SOLUTIONS	150332	12/19/2010	Int'l Class 45: Consulting services in the field of fuel economy and safety services	Awaiting examination

CHICAGO#1667449

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**SECURITY AGREEMENT FOR PATENTS AND TRADEMARKS
AND CONDITIONAL ASSIGNMENT**

This **SECURITY AGREEMENT FOR PATENTS AND TRADEMARKS AND CONDITIONAL ASSIGNMENT** (this "Agreement"), dated as of June 30, 2011, between **SCT PERFORMANCE, LLC**, a North Carolina limited liability company, formerly known as SCT Acquisition, LLC, whose principal place of business is located at 975 Florida Central Parkway, Suite 1900, Longwood, Florida 32750 (herein, together with its successors and assigns, the "Borrower"), and **FIFTH THIRD BANK**, an Ohio banking corporation, successor by merger to Fifth Third Bank, a Michigan banking corporation, whose place of business is located at 251 N. Illinois Street, Suite 1000, Indianapolis, Indiana 46204 (herein, together with its successors and assigns, the "Bank").

The Borrower and the Bank are parties to a Credit Agreement dated as of October 9, 2007, as previously amended (as so amended and as may be further modified and supplemented and in effect from time to time, herein called the "Credit Agreement"), providing, subject to the terms and conditions thereof, for loans (the "Loans") and other credit facilities to be made available by the Bank to the Borrower from time to time up to but not exceeding an aggregate principal amount equal to \$7,000,000.00. Except as otherwise expressly provided in this Agreement, terms defined in the Credit Agreement shall have their respective defined meanings when used herein.

To induce the Bank to continue making the financings under the Credit Agreement available to the Borrower and to make the Loans thereunder, the Borrower has agreed to execute and deliver this Agreement and to grant a security interest in the Collateral (as hereinafter defined) as security for (i) any and all obligations of the Borrower in respect to the "Obligations" as defined under the Credit Agreement (including this Agreement) and any other note or notes from time to time evidencing such Loans and Obligations, and (ii) any and all other amounts from time to time payable by the Borrower to the Bank under the Credit Agreement, this Agreement, or any other Loan Document (as defined in the Credit Agreement) (the obligations described in the foregoing clauses (i) and (ii) being herein collectively referred to herein as the "Obligations").

Accordingly, the parties hereto hereby agree as follows:

1. **Definitions.** All capitalized terms used herein shall have the meanings ascribed to them in the Credit Agreement unless expressly stated otherwise herein.

2. **Grant of Security Interest and Conditional Assignment.** As security for the prompt payment and performance of the Obligations, the Borrower hereby grants a security interest in, a general lien upon, and/or a right of set-off to the Bank for the benefit of the Bank against and conditionally assigns, transfers and conveys to the Bank for the benefit of the Bank the following (whether now owned or hereafter acquired by the Borrower in the United States) (hereafter collectively called the "Collateral"):

(a) (i) all United States trademarks, trade names, service marks and logos (including, without limitation, the trademarks covered by the registrations listed on Schedule A to this Agreement) (the foregoing collectively referred to as the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; (ii) all United States registrations of the Trademarks (including without limitation, those listed on Schedule A to this Agreement), all United States applications to register the Trademarks, and all renewals of any United States registrations of the Trademarks; (iii) the right to sue for past, present and future infringements of the Trademarks; and (iv) all licenses or other agreements with third parties granting the Borrower any rights with respect to the Trademarks or any other rights relating to trademarks, logos, service marks or trade names, subject to the terms of such licenses and other agreements and any consents that may be required;

(b) (i) all United States patents and patent applications (including, without limitation, those listed on Schedule B to this Agreement) (collectively, the "Patents"); (ii) all reissues, divisions, continuations, continuations-in-part and extensions of the Patents; (iii) all license or agreements with third parties granting the Borrower any rights with respect to the Patents or any other rights relating to patents, inventions, processes, production methods, proprietary information, know-how and trade secrets used or useful in the business of the Borrower, and all payments thereunder, subject to the terms of such licenses and other agreements and any consents that may be required; and (iv) the right to sue for past, present, and future infringements of the Patents;

(c) (i) all United States copyrights and the works which are the subject of such copyrights (collectively, the "Copyrights"); (ii) all United States registrations of and United States applications to register the Copyrights and all renewals of any United States Copyright registrations; (iii) the right to sue for past, present and future infringement of the Copyrights; and (iv) all license or other agreements with third parties granting the Borrower any rights with respect to the Copyrights or any other rights relating to works protected by copyrights, subject to the terms of such licenses and other agreements and any consents that may be required;

(d) all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Borrower in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Bank shall keep all such information, knowledge, records or data strictly confidential and limit dissemination thereof solely among

its officers and their designees, auditors and regulatory authorities (on an "as necessary" basis);

(e) to the extent not included above, all general intangibles (as such terms are defined in the Uniform Commercial Code of the State of Indiana) of the Borrower; and

(f) all proceeds of any and all of the foregoing.

3. **Continuing Liability.** The Borrower hereby expressly agrees that, anything herein to the contrary notwithstanding, it shall remain liable under each license, agreement and obligation included in the Collateral to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions thereof. The Bank shall have no obligation or liability under any such license, agreement or obligation by reason of or arising out of this Agreement or the receipt by the Bank of any payment relating to any such license, agreement or obligation pursuant thereto, nor shall the Bank be required or obligated in any manner to perform or fulfill any of the obligations of the Borrower thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such license, agreement or obligation, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts to which it may be entitled at any time or times.

4. **Remedies.** If an Event of Default (as defined in the Credit Agreement) has occurred and is continuing, the Bank may exercise, in addition to all other rights and remedies granted to it in this Agreement, the Credit Agreement and any other Loan Document, all rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law. Without limiting the generality of the foregoing, the Borrower expressly agrees that if an Event of Default has occurred and is continuing, the Bank, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon the Borrower or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith take title to the Collateral pursuant to the conditional assignment in Section 2 hereof, collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sales or sales at any exchange, brokers' board or at any of the Bank's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk, and the Bank shall apply the net proceeds (after expenses) of any such sale, lease, assignment or other disposition against the Obligations ratably according to the respective amounts (which in the case of Obligations other than Loans shall mean the amount due on the date of distribution) of such Obligations, the Borrower remaining liable for any deficiency therein. After payment in full of all of the Obligations (including those not yet due and payable at the time of the application referred to above), the Bank shall remit

any surplus net proceeds to the Borrower (or its successors or assigns) or otherwise as a court of competent jurisdiction may direct. The Bank shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity or redemption in the Borrower, which right or equity is hereby expressly waived and released. To the extent permitted by applicable law, the Borrower waives all claims, damages and demands against the Bank arising out of the repossession, retention or sale of the Collateral. The Borrower agrees that the Bank need not give more than ten (10 days' notice of the time after which a private sale may take place and that such notice is reasonable notification of such matter. The Borrower agrees to execute all documents necessary to effect the sale, lease, assignment grant of options or other disposition of the Collateral by the Bank pursuant to this Section.

5. **Grant of Rights to Use, Assign or Sublicense Intangibles.** For the purpose of enabling the Bank to exercise the rights and remedies under Section 4 hereof at such time as the Bank, without regard to this Section 5 and subject to the terms of all licenses or other agreements included in the Collateral, shall be lawfully entitled to exercise such rights and remedies and for no other purpose, the Borrower hereby grants to the Bank, in addition to the assignment of the Collateral in Section 2 hereof, an irrevocable right (exercisable without payment of royalty or other compensation of the Borrower) to use, assign or sublicense any of the Collateral, now owned or hereafter acquired by the Borrower, including in such right reasonable access to all media in which any of the Collateral may be recorded or stored and to all computer programs used for the compilation or printout thereof.

6. **Representations and Warranties.** The Borrower warrants and agrees (a) that it has taken and will take all steps necessary to maintain the Collateral to the extent permitted by law and consistent with reasonable business judgment, including, without limitation, payment of any fees necessary to maintain the Collateral, filing and prosecution of applications to register the Collateral, enforcement of rights to the Collateral, and compliance with the terms of all agreements or licenses relating to the Collateral; (b) that it will at its expense, and at the Bank's reasonable request, defend the Bank's and the Borrower's respective interests in the Collateral from any and all claims and demands of any other person; (c) that it will not sell or assign its interest in or grant any license or sublicense under the Collateral, without the prior written consent of the Bank; and (d) that it will not grant, create or permit to exist any Encumbrance upon or security interest in the Collateral in favor of any other person except as expressly permitted under Section 6(a) of the Credit Agreement. The Borrower represents and warrants to the Bank that: (a) the Borrower has full power, authority and legal right and capacity to incur and perform its obligations hereunder, (b) this Agreement constitutes the legal valid and binding obligation of the Borrower enforceable in accordance with its terms, (c) the making and performance by the Borrower of this Agreement and the grant of the security interest hereunder have been duly authorized by all necessary corporate action, and do not and will not violate the provisions of any applicable law or applicable regulation, the Borrower's certificate or articles of incorporation or by-laws and do not and will not result in a breach of, or constitute a default under, or require any consent (other than consents which have been obtained where are in full

force and effect and copies of which have been delivered to the Bank or which are required in connection with items immaterial to the value of the Collateral) or create any lien, charge or encumbrance under any agreement, instrument or document (other than this Agreement) or the provisions of any order, writ, judgment, injunction, decree, determination or award of any court, government or governmental agency or instrumentality, applicable to the Borrower or to any of the assets of the Borrower to which the Borrower is a party or by which the Borrower or any of the assets of the Borrower may be bound or affected, and (d) this Agreement grants to the Bank a first priority lien upon and first priority security interest in the Collateral subject to no lien or security interest except as expressly permitted under Section 6(a) of the Credit Agreement.

7. **Notices**. All notices or other communications hereunder shall be given in the manner and to the addresses determined under Section 11 of the Credit Agreement.

8. **Severability**. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction;

9. **No Waiver; Cumulative Remedies**. The Bank shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing signed by the Bank, and then only to the extent therein set forth. A waiver by the Bank of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Bank would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of the Bank any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

10. **Waivers; Amendments**. None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

11. **Limitations by Law**. All rights, remedies and powers provided by Sections 4 and 5 hereof may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law, and all the provisions of Sections 4 and 5 hereof are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provision of any applicable law.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Borrower and the Bank and their respective successors and assigns, and nothing herein or in the Credit Agreement or any other Security Document is intended or shall be construed to give any other person any right, remedy or claim under, to or in respect of this Agreement, the Credit Agreement or any other Security Document.

13. **Termination and Reassignment.** The Bank agrees that upon the termination or expiration of the Credit Agreement and the Loan Documents and the payment in full of all the Obligations, the Bank will upon the request and at the expense of the Borrower execute all such documents as may be reasonably requested by the Borrower to release the security interests created hereby and to reassign (without representation or warranty) to the Borrower the Collateral.

14. **Applicable Law.** This Agreement shall be governed by, and be construed and interpreted in accordance with the laws of the State of Indiana without giving effect to principles of conflicts of law.

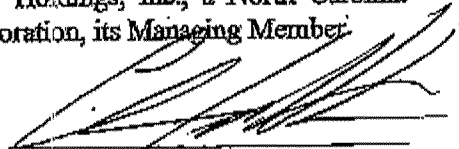
15. **Jury Trial Waiver.** THE BORROWER AND THE BANK EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN THE BANK AND THE BORROWER ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANYWAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE BANK'S ABILITY TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT BETWEEN THE BANK AND THE BORROWER.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

SCT PERFORMANCE, LLC, a North Carolina limited liability company, formerly known as SCT Acquisition, LLC

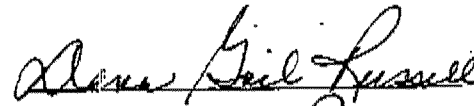
By: SCT Holdings, Inc., a North Carolina corporation, its Managing Member

By: 
Chris Weidenhammer, President & Chief Executive Officer

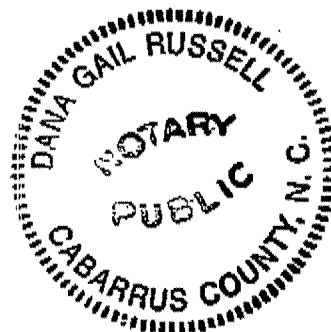
STATE OF NORTH CAROLINA)
) SS:
COUNTY OF MECKENBURG)

Cabarrus

Before me, a Notary Public in and for said County and State, personally appeared Chris Weidenhammer, the President and Chief Executive Officer of SCT HOLDINGS, INC., a North Carolina corporation and the managing member of SCT Performance, LLC, a North Carolina limited liability company, who as such authorized officer acknowledged execution of the foregoing Security Agreement for Patents and Trademarks and Conditional Assignment on behalf of said corporation this 30th day of June, 2011.

Signature: 
Printed: DANA GAIL RUSSELL
Notary Public

My Commission Expires: June 25, 2016
My County of Residence: Cabarrus



SCHEDULE A
to Security Agreement for Patents and Trademarks
and Conditional Assignment

(Trademarks)

United States Trademarks

Mark

Registration No.

Registration Date

See attached.

SCHEDULE B
to Security Agreement for Patents and Trademarks
and Conditional Assignment

(Patents)

United States Patents

Title

1. *see attached.*
- 2.

United States
Patent Applications

Title

1. *see attached*
- 2.

Active Invention Files

Title

1. *see attached*
- 2.

SCT PERFORMANCE, LLC

INTELLECTUAL PROPERTY REPORT

JUNE 2011

VEDDER PRICE P.C.
222 North LaSalle Street
Chicago, IL 60601
(312) 609 7687

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