

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
Trans-Texas Tire of Mount Pleasant, Inc.		08/22/2011	CORPORATION: TEXAS
Taskmaster Components, Inc.		08/22/2011	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Capital One Leverage Finance Corp.		
Street Address:	265 Broadhollow Rd.		
City:	Melville		
State/Country:	NEW YORK		
Postal Code:	11747		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85164085	TASKMASTER	
Serial Number:	85164115	PROVIDER	
Serial Number:	85164922	ARCWHEEL	
CORRESPONDENCE DATA			
Fax Number:	(214)594-5571		
Phone:	214-397-0267		
Email:	uspt@polsinelli.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	John Cox		
Address Line 1:	1717 McKinney		
Address Line 2:	Suite 700		
Address Line 4:	Dallas, TEXAS 75202		
ATTORNEY DOCKET NUMBER:	068057-432130		

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REEL: 004664 FRAME: 0724

NAME OF SUBMITTER:	John Cox
Signature:	/John Cox/
Date:	11/22/2011
Total Attachments: 9 source=SecurityAgreement_TransTexas#page1.tif source=SecurityAgreement_TransTexas#page2.tif source=SecurityAgreement_TransTexas#page3.tif source=SecurityAgreement_TransTexas#page4.tif source=SecurityAgreement_TransTexas#page5.tif source=SecurityAgreement_TransTexas#page6.tif source=SecurityAgreement_TransTexas#page7.tif source=SecurityAgreement_TransTexas#page8.tif source=SecurityAgreement_TransTexas#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, supplemented and otherwise modified from time to time, this "IP Security Agreement"), dated as of August 22, 2011, is made by **TRANS-TEXAS TIRE OF MOUNT PLEASANT, INC.**, a Texas corporation, and **TASKMASTER COMPONENTS, INC.**, a Texas corporation (each a "Grantor" and collectively, the "Grantors"), in favor of **CAPITAL ONE LEVERAGE FINANCE CORP.**, a New York corporation (including any successor, participant, assignee or transferee thereof, "Lender"). Capitalized terms used herein without definition have the respective meanings assigned in that certain Credit Agreement, dated as of August 22, 2011, between Grantors and Lender (as amended, restated or otherwise modified from time to time, the "Credit Agreement").

R E C I T A L S

WHEREAS, as a condition to Lender entering into the Credit Agreement and providing the financial accommodations thereunder, Lender has required that Grantors grant to Lender a security interest in the Collateral (as defined herein) to secure the payment of all amounts owing under the Obligations (as defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantors and Lender hereby agree as follows:

1. Grant. Each Grantor hereby grants to Lender an absolute, present, unconditional, continuing first priority security interest in and to such Grantor's entire right, title and interest in, to and under the following property and rights with power of sale to the extent permitted by law (collectively, the "Collateral"):

(a) Any and all tangible and/or copyrightable works of authorship and copyrights therein, whether statutory or common law, registered or unregistered, now or hereafter existing or in force throughout the world including, without limitation, all of such Grantor's right, title and interest in, to and under all works of authorship, unregistered copyrights and all registered copyrights in the United States and throughout the world including, but not limited to, all treaty and convention rights, all applications, registrations, supplementary registrations, extensions and renewals of any thereof, licenses, together with the right to sue for past, present and future infringements of any thereof, and all past, present and future proceeds of the foregoing, including, without limitation, licenses, royalties, income, payment, claims, damages and proceeds of suit, including, but not limited to, those set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) Any and all types of exclusionary or protective rights granted (or applications therefor) for designs and inventions in any country of the world including, but not limited to, all treaty and convention rights (including, without limitation, all utility patents, design patents, utility models, inventor's certificates, and the like), and any and all patents, reissues, reexaminations, extensions, and supplementary protections certificates thereof, and all patent applications (including, without limitation, all provisional, divisional, continuation, continuing, reissue, continuation-in-part, patent cooperation treaty, and foreign counterpart applications), licenses, together with the right to sue for past, present and future infringements of any thereof, and all past, present and future proceeds of the foregoing, including, without limitation, licenses, royalties, income, payment, claims, damages and proceeds of suit,

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including, without limitation, any thereof referred to on Schedule B hereto (collectively, the “Patents”); and

(c) Any and all: (i) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, logos, designs, symbols, marks, and/or other sources of business identifiers used in any country in the world including, but not limited to, all treaty, convention, and common law rights, whether registered or unregistered, and any and all goodwill associated therewith, now existing or hereafter acquired; (ii) all applications, registrations, recordings and renewals thereof or therefor, in or with any national, state or local governmental authority of any country, or community or collective authority or agency (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) and 1(d) of said Act has been filed); and (iii) all licenses therefor; together with the right to sue for past, present and future infringements of any thereof, and all past, present and future proceeds of the foregoing, including, without limitation, licenses, royalties, income, payment, claims, damages and proceeds of suit, including, without limitation, any thereof referred to on Schedule C hereto (collectively, the “Trademarks”); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing;

to secure the prompt and complete payment and performance of the Obligations.

2. Requested Recordation. Each Grantor authorizes and requests that the United States Copyright Office, the United States Patent and Trademark Office, and all analogous foreign government offices and agencies (and any other any state, governmental, foreign or other authorities to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Lender’s interests in, to and under the Collateral.

3. Assignment. Subject to an occurrence of an Event of Default (as defined in the Credit Agreement) and subject to foreclosure provisions of applicable law, each Grantor hereby pledges and assigns to, and grants to Lender a security interest with the power of sale to the extent permitted by law, and further grants to Lender an absolute assignment transferring its entire right, title, and interest in and to the Collateral, and any and all goodwill associated therewith.

4. Power of Attorney. Each Grantor hereby irrevocably grants Lender a power of attorney, to act as such Grantor’s attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in Lender’s discretion, to take any action and to execute any instrument which Lender may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in Lender's sole discretion and without first obtaining such Grantor's approval of or signature thereto) Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to or the identification of any intellectual property (or applications, registrations, patents, or licenses therefor) acquired by any Grantor after the execution hereof or to delete any reference to any Collateral in which no Grantor any longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Lender's sole discretion and without first obtaining such Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Lender's interest or such Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Lender's interest in any part of the Collateral without the signature of such Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable.

5. Covenants.

(a) Each Grantor (either itself or through licensees) will (A) continue to use each Trademark on or in connection with such Grantor's applicable goods and/or services (including any goods and/or services referenced in any trademark registrations or applications) in order to maintain such Trademark in full force and effect, free from any claim of abandonment for non-use, (B) maintain as in the past at least the same quality of products and services offered under each such Trademark, (C) employ each such Trademark with the appropriate notice of registration and ownership, (D) not adopt or use any mark which is confusingly similar to or a colorable imitation of any Trademark unless within 30 days after such use or adoption, Lender, for its benefit, shall obtain a perfected security interest in such mark pursuant to this IP Security Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or omit to do any act whereby any Trademark may become invalidated, abandoned, canceled, unenforceable, and/or weakened.

(b) Each Grantor will not do any act, or omit to do any act, whereby any Patent may become abandoned and will timely pay all maintenance and annuity fees due in connection with each Patent and will timely and properly prosecute any and all Patent applications.

(c) Each Grantor will not do or permit any act or omit to do any act whereby any Copyright or Copyright License may lapse or become invalid, canceled, unenforceable, or placed in the public domain except upon expiration at the end of an unrenovable term of a registration thereof.

(d) Each Grantor will promptly notify Lender if such Grantor knows, or has reason to know, that any application relating to any Patent, any Trademark or any Copyright may become abandoned or dedicated, or of any adverse determination or material development regarding such

Grantor's Trademarks, Patents and Copyrights (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court, tribunal, agency, office, administrative body, and/or other governing authority in any country, as the case may be) regarding such Grantor's ownership of any Patent, Copyright or Trademark or its right to patent or register the same or to keep and maintain the same.

(e) Whenever a Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for any Patent, Copyright or for the registration of any Trademark with the United States Patent and Trademark Office or United States Copyright Office, as the case may be, or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall: (i) promptly record Lender's security interest with any and all such offices and/or agencies; and (ii) report such filing and recording to Lender within five business days after the last day of the fiscal quarter in which such filing occurs. Upon request of Lender, each Grantor shall execute and deliver any and all agreements, instruments, documents, and papers as Lender may request to evidence Lender's security interest in any newly filed Patent, Copyright or Trademark (or the application related thereto) and the goodwill and general intangibles of such Grantor relating thereto or represented thereby, and each Grantor hereby constitutes Lender its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full.

(f) Each Grantor will take all necessary steps, including, without limitation, in any proceedings before any tribunal, office or agency in any country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration or issuance) and to maintain each Patent, each Copyright and each registration of Trademarks, including, without limitation, payment of all maintenance and annuity fees, filing of applications for renewal, affidavits of use and affidavits of incontestability when appropriate.

(g) In the event a Grantor knows or has reason to know that any Patent, Copyright or Trademark included in the Collateral is being and/or may be infringed, misused, misappropriated, or diluted by a third party, such Grantor shall promptly notify Lender after it learns thereof and shall promptly sue for infringement, misuse, misappropriation or dilution, or take other actions as Grantors shall deem appropriate under the circumstances to protect such Patent, Copyright or Trademark. Further, Grantors will at their own expense, and using their best efforts, protect and defend the Collateral against all claims or demands of all persons other than the Lender, which would cause material harm to the Lender.

(h) No Grantor will sell or otherwise dispose of any Collateral or any interest therein, without Lender's prior written consent.

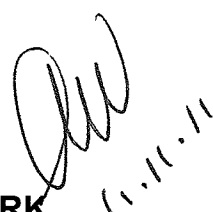
6. Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement and all of Lender's commitments to lend thereunder. Upon any such termination, Lender (at Grantors' request and sole expense) will execute and deliver to Grantors (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantors may reasonably request and provide to Lender to evidence such termination.

7. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Security

Agreement. The rights and remedies of Grantors and Lender with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of this Agreement shall govern. This IP Security Agreement shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of New York. This IP Security Agreement, the Security Agreement and the Credit Agreement embody the entire agreement and understanding between Grantors and Lender relating to the Collateral and supersedes all prior agreements and understandings between Grantors and Lender relating to the Collateral. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

8. **CONSENT TO JURISDICTION.** EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AND EACH GRANTOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF LENDER TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY ANY GRANTOR AGAINST LENDER OR ANY AFFILIATE OF LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN NEW YORK, NEW YORK.

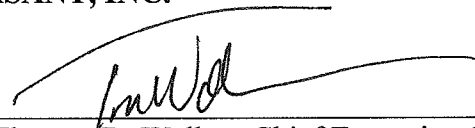
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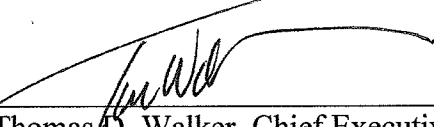
IN WITNESS WHEREOF, the Grantor has executed this IP Security Agreement, through its duly authorized officer, as of the date first written above.

GRANTORS:

TRANS-TEXAS TIRE OF MOUNT PLEASANT, INC.

By: 
Thomas D. Walker, Chief Executive Officer

TASKMASTER COMPONENTS, INC.

By: 
Thomas D. Walker, Chief Executive Officer

Address and Facsimile Number for all Grantors:

Trans-Texas Tire of Mount Pleasant, Inc.
1106 Industrial Blvd.
Mt. Pleasant, Texas 75455
Attention: Tom Walker
Facsimile No.: (903) 572-1297

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SCHEDULE A

COPYRIGHT COLLATERAL

I. Registered Copyrights

NONE.

II. Pending Copyright Applications

NONE.

III. Unregistered Copyrights

NONE.

IV. Copyright Licenses

NONE.

V. Domain Names

NONE.

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SCHEDULE B
PATENT COLLATERAL

I. Patents

NONE.

II. Pending Patent Applications

NONE.

III. Patent Licenses

NONE.

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SCHEDULE C

TRADEMARK COLLATERAL

I. Registered Trademarks

NONE.

II. Pending Trademark Applications

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
Trans-Texas Tire, Inc.	Taskmaster	10/28/2010	85164085
Trans-Texas Tire, Inc.	Provider	10/28/2010	85164115
Trans-Texas Tire, Inc.	ArcWheel	10/28/2010	85164922

III. Trademark Licenses

NONE.

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