

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
Tiger Accessory Group, L.L.C.		09/09/2011	LIMITED LIABILITY COMPANY: ILLINOIS

**RECEIVING PARTY DATA**

Name:	Wells Fargo Bank, National Association
Street Address:	1525 West W.T. Harris Blvd.
Internal Address:	MAC 1114-029
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	1835476	THE DETAILER'S CHOICE
Registration Number:	3038134	AUTO EXPRESSIONS
Registration Number:	1886634	PERMASOFT
Registration Number:	1488309	BAJA
Registration Number:	1488304	BAJA TOUGH
Registration Number:	2254816	HOTT LITES
Registration Number:	2724331	BLAZER
Registration Number:	2963153	DETAILER'S CHOICE
Registration Number:	3132486	LIGHTING TECHNOLOGIES
Registration Number:	3483090	DETAILER'S CHOICE
Registration Number:	3452820	MARINE GOLD BRAND

**CORRESPONDENCE DATA**

CH \$290.00 1835476

Fax Number: (312)698-2710  
Email: rebecca.lederhouse@bakermckenzie.com,  
colleen.brennan@bakermckenzie.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Rebecca Lederhouse  
Address Line 1: 130 East Randolph Drive  
Address Line 2: One Prudential Plaza, Suite 3500  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	22009635-000013
NAME OF SUBMITTER:	Rebecca Lederhouse
Signature:	/rebecca lederhouse/
Date:	12/15/2011

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

WHEREAS, Tiger Accessory Group, L.L.C., an Illinois limited liability company located at 6700 Wildlife Way, Long Grove, Illinois 60047 (herein referred to as the "Lien Grantor") owns the Trademark Collateral (as defined below);

WHEREAS, MAT Holdings, Inc., an Illinois corporation (the "Borrower"), the Lenders party thereto and Wells Fargo Bank, National Association, as Administrative Agent, Swingline Lender and Issuing Lender, are parties to a Credit Agreement dated as of September 9, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to (i) that certain Collateral Agreement dated as of September 9, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") among the Borrower, the Lien Grantor, the other Grantors party thereto and Wells Fargo Bank, National Association, in its capacity as administrative agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), and (ii) certain other Security Documents (as defined in the Credit Agreement) (including this Trademark Security Agreement), the Lien Grantor has guaranteed the Secured Obligations (as defined in the Credit Agreement) and secured the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor hereby assigns and transfers to the Grantee, and hereby grants to the Grantee, for the ratable benefit of the Secured Parties, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Credit Agreement), a security interest in all of the Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

each Trademark (as defined in the Collateral Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

all rights, priorities and privileges relating to the foregoing and all rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom, all reissues, divisions, continuations, renewals, reexaminations, extensions, continuations-in-part of the foregoing, all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including without limitation payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, and all rights corresponding thereto throughout the world;

*provided* that the Trademark Collateral shall not include any Excluded Assets (as defined in the Collateral Agreement).

The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted under the terms of the Collateral Agreement or the Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Collateral Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement shall be governed by, construed and enforced in accordance with, the law of the State of Illinois, without reference to conflicts or choice of law principles thereof.

The Lien Grantor hereby irrevocably and unconditionally, for itself and its property:

(a) submits to the nonexclusive jurisdiction of the courts of the State of Illinois sitting in Cook County and of the United States District Court of the Northern District of Illinois, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Trademark Security Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and the Lien Grantor irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Illinois state court or, to the fullest extent permitted by Applicable Law, in such Federal court;

(b) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law, and further agrees that nothing in this Trademark Security Agreement or in any other Loan Document shall affect any right that any Secured Party may otherwise have to bring any action or proceeding relating to this Trademark Security Agreement or any other Loan Document against the Lien Grantor or any of its properties in the courts of any jurisdiction consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any

such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Trademark Security Agreement or any other Loan Document in any court referred to in paragraph (b) above; and the Lien Grantor hereby irrevocably waives, to the fullest extent permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court; and

(d) consents to service of process in the manner provided for notices in Section 12.1 of the Credit Agreement (it being understood that nothing in this Trademark Security Agreement will affect the right of any Secured Party to serve process in any other manner permitted by Applicable Law).

*(Remainder of page intentionally left blank)*

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 9th day of September, 2011.

TIGER ACCESSORY GROUP, L.L.C.

By: Heather Korsvik  
Name: Heather Korsvik  
Title: Secretary and Treasurer

Acknowledged:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 9<sup>th</sup> day of September, 2011.

TIGER ACCESSORY GROUP, L.L.C.

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Administrative Agent

By: Rosalie C. Hawley  
Name: Rosalie C. Hawley  
Title: Vice President

**Schedule 1  
to Trademark  
Security Agreement**

**TIGER ACCESSORY GROUP L.L.C.**

**U.S. TRADEMARK REGISTRATIONS**

OWNER	COUNTRY	REG./ SERIAL NO.	MARK	CLASS - GOODS/SERVICES	ISSUE/ FILING DATE	NEXT ACTION/ STATUS
Tiger Accessory Group, L.L.C.	US	1,835,476	THE DEALERS CHOICE	Cl. 021 - automotive cleaning brushes and chamois cloths Cl. 024 - towels	May 10, 1994	Renewal Due 5/10/14
Tiger Accessory Group, L.L.C.	US	3,038,134	AUTO EXPRESSIONS	Cl. 021 - hand operated accessory products for cleaning, treating, waxing and/or polishing vehicles Cl. 024 - towels, cloths, flannel cloths	Jan. 3, 2006	Affidavit of Use due 1/3/2012 Renewal Due 1/3/2016
Tiger Accessory Group, L.L.C.	US	1,886,634	PERMASOFT (Stylized)	Cl. 021 - chamois leather for cleaning	Mar. 28, 1995	Renewal Due 3/28/15
Tiger Accessory Group, L.L.C.	US	1,488,309	BAJA	Cl. 011 - automotive headlamps	May 17, 1988	Renewal Due 5/17/2018
Tiger Accessory Group, L.L.C.	US	1,488,304	BAJA TOUGH	Cl. 011 - automotive headlamps	May 17, 1988	Renewal Due 5/17/2018
Tiger Accessory Group, L.L.C.	US	2,254,816	HOTT LITES	Cl. 011 - automotive foglights	Jun. 22, 1999	Renewal Due 6/22/2019
Tiger Accessory Group, L.L.C.	US	2,724,331	BLAZER	Cl. 011 - automotive lights and light systems	Jun. 10, 2003	Renewal Due 6/10/2013
Tiger Accessory Group, L.L.C.	US	2,963,153	DETAILER'S CHOICE and design	Cl. 021 - automotive cleaning brushes and chamois cloths Cl. 024 - towels	Jun. 21, 2005 Oct. 10, 2003	Abandoned



OWNER	COUNTRY	REG./ SERIAL NO.	MARK	CLASS - GOODS/SERVICES	ISSUE/ FILING DATE	NEXT ACTION/ STATUS
Tiger Accessory Group, L.L.C.	US	3,132,486	LIGHTING TECHNOLOGIES	Cl. 011 - electric lightbulbs for use in connection with motor vehicles	August 22, 2006	Affidavit of Use Due 8/22/12; Renewal Due 8/22/16
Tiger Accessory Group, L.L.C.	US	3,483,090 77/138,916	DETAILER'S CHOICE logo - Medallion Version	Cl. 021 - automotive cleaning brushes and chamois cleaning cloths Cl. 024 - towels	8/12/2008 Mar. 23, 2007	Affidavit of Use Due 8/12/2014; Renewal Due 8/12/2018
Tiger Accessory Group, L.L.C.	US	3,452,820 77/296,561	MARINE GOLD BRAND and Design	Cl. 009 - hose nozzles Cl. 021 - cleaning cloths, polishing pads, polishing cloths, wash mitts, buckets, brushes, wash brushes for washing vehicles and combined wash and scrub mitts	6/24/2008 Oct. 4, 2007	Affidavit of Use Due 6/24/2014; Renewal Due 6/24/2018

### FOREIGN TRADEMARK REGISTRATIONS

OWNER	COUNTRY	REG./ SERIAL NO.	MARK	CLASS - GOODS/SERVICES	ISSUE/ FILING DATE	NEXT ACTION/ STATUS
Tiger Accessory Group, L.L.C.	CANADA	TMA 686,602 1159297	BLAZER	Cl. 011 - automotive lights and light systems	Apr. 26, 2007 Nov. 21, 2002	Renewal Due 4/26/2022
Tiger Accessory Group, L.L.C.	MEXICO	576,265	BLAZER	Cl. 011 - automotive lights and light systems	Nov. 21, 2002	TM Rejected 8/2/2007
Tiger Accessory Group, L.L.C.	CANADA	1,364,789	DETAILER'S CHOICE logo - Medallion Version	Cl. 021 - automotive cleaning brushes and chamois cleaning cloths Cl. 024 - towels	Sep. 24, 2007	Abandoned

### TRADEMARK LICENSES

None.