

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AP Exhaust Technologies, LLC		01/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
Aristo, LLC		01/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
AirTek, LLC		01/16/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	50 South Sixth Street, Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 72

Property Type	Number	Word Mark
Registration Number:	1269748	MSL
Registration Number:	1528145	ANSA
Registration Number:	1151635	ANSA MARMITTE
Registration Number:	4315162	ANSA
Registration Number:	4315163	ANSA SPORT
Registration Number:	4430351	OUR PRODUCT LINE IS EXHAUSTIVE
Registration Number:	3159602	AP
Registration Number:	3167215	MERIT
Registration Number:	3175898	AP
Registration Number:	3944422	CLEAN BY DESIGN
Registration Number:	3545676	ENFORCER

TRADEMARK

Registration Number:	3037185	XSS
Registration Number:	2502113	THE SOUND OF ACCELERATION
Registration Number:	2493182	XLERATOR PERFORMANCE EXHAUST
Registration Number:	1649420	SILENTONE PLUS
Registration Number:	1567021	XLERATOR
Registration Number:	1516307	MSL BIG MAX
Registration Number:	1317984	SILENTONE
Registration Number:	1604348	MODULARAK
Registration Number:	1316608	MERIT
Registration Number:	2037427	MAX-FIT
Registration Number:	2426737	CHALLENGE
Registration Number:	2426735	CHALLENGE PREMIUM MUFFLER LINE
Registration Number:	2426736	BIG MAX
Registration Number:	2846018	TRUCKEX
Registration Number:	3429096	MSL MAXIMUM
Registration Number:	4359819	ELIMINATOR
Registration Number:	3537022	IMCO EXHAUST
Registration Number:	3530774	DISTURBING THE PEACE SINCE 1968
Registration Number:	3530773	DISTURBING THE PEACE SINCE 1968
Registration Number:	3430886	CHERRY BOMB VORTEX
Registration Number:	3422700	CHERRY BOMB TURBO
Registration Number:	3422699	CHERRY BOMB PRO
Registration Number:	3418126	CHERRY BOMB GLASSPACK
Registration Number:	3422698	CHERRY BOMB EXTREME
Registration Number:	3418125	CHERRY BOMB ELITE
Registration Number:	3422631	CHERRY BOMB CHERRY BOMB
Registration Number:	3417820	AIRXCHANGE
Registration Number:	3417819	AIRXCHANGE
Registration Number:	2281009	IMCO
Registration Number:	2282253	IMPORT PROFESSIONAL SERIES
Registration Number:	2087250	MVP
Registration Number:	1713448	MAREMONT
Registration Number:	1917612	SILVER KNIGHT MUFFLERS
Registration Number:	1462723	SUPREME
Registration Number:	1450641	PROFESSIONAL PLUS

	1319247	SILVER KNIGHT
Registration Number:	1120455	SUPER "C"
Registration Number:	1076885	CREW CHIEF
Registration Number:	1051140	UPPER HAND
Registration Number:	545453	MAREMONT
Registration Number:	992452	THE SLICER
Registration Number:	996352	CHERRY BOMB
Registration Number:	888622	CHERRY BOMB
Registration Number:	3902423	ARISTO
Registration Number:	3902422	ARISTO
Registration Number:	3930353	GLOBAL MARKET SOLUTIONS
Registration Number:	3936125	BON-X
Registration Number:	3849170	INTELLIGENT CATALYST TECHNOLOGY
Registration Number:	3849171	MISO
Registration Number:	2355994	ARISTO
Registration Number:	4119908	OBD II BY DESIGN
Registration Number:	1787858	CATCO
Registration Number:	1788062	CATCO
Serial Number:	86140301	IPC
Serial Number:	86140120	WHIZZER
Serial Number:	86140107	SILVER KNIGHT
Serial Number:	86140053	TURBO TUNED
Serial Number:	86140029	DEFENDER
Serial Number:	86140011	TURBO II
Serial Number:	76711324	SILVERLINE
Serial Number:	86006704	MARMITTE ANSA

CORRESPONDENCE DATA

Fax Number:

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

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Doris Ka, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:

Doris Ka, Legal Assistant

TRADEMARK

REEL: 005201 FRAME: 0690

/Marina Kelly, Thomson Reuters/

Date:

01/27/2014

Total Attachments: 18

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RECORDATION FORM COVER SHEET 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):

AP Exhaust Technologies, LLC;
Aristo, LLC; and
AirTek, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company - Delaware
- Association
- Limited Partnership

Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

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

Execution Date(s) January 16, 2014
 Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wilmington Trust, National Association
Street Address: 50 South Sixth Street, Suite 1290
City: Minneapolis
State: MN
Country: USA Zip: 55402

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- 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)

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

A. Trademark Application No.(s) _____ Text _____
See Schedule I

B. Trademark Registration No.(s) _____
See Schedule I
Additional sheet(s) attached? Yes No

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


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

Name: Doris Ka, Legal Assistant
Internal Address: Cahill Gordon & Reindel LLP
Street Address: 80 Pine Street
City: New York
State: NY Zip: 10005
Phone Number: (212) 701-3569
Docket Number: 32100.027
Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 72

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
Deposit Account Number _____
Authorized User Name _____

9. Signature:  _____ January 24, 2014
Signature Date

Doris Ka, Legal Assistant
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 18

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

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 16, 2014, by the undersigned (collectively, jointly and severally, "Grantors" and each individually "Grantor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among AP EXHAUST ACQUISITION, LLC, a Delaware limited liability company, AP EXHAUST TECHNOLOGIES, LLC, a Delaware limited liability company, ARISTO, LLC, a Delaware limited liability company, AIRTEK, LLC, a Delaware limited liability company and GROUP LEASING LLC, an Indiana limited liability company (collectively, the "Borrowers"), the Guarantors party thereto, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans for the benefit of Borrowers;

WHEREAS, in connection with the Loans made pursuant to the terms and conditions of the Credit Agreement, each Grantor has executed and delivered to Agent, for the benefit of the Secured Parties, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Secured Parties, this 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Agreement shall be subject to the rules of construction set forth in Section 1.3 of the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations, each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's rights, titles and interests in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) subject to the Security Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) subject to the Security Agreement, all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or

future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each 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.

4. INTERCREDITOR AGREEMENT. Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced by this Agreement or the Credit Agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of the holders of the Secured Obligations are subject to the provisions of the Intercreditor Agreement dated as of January 16, 2014, (as amended, restated, supplemented, or otherwise modified from time to time, the "Intercreditor Agreement"), by and between Madison Capital Funding LLC as First Lien Agent, and Wilmington Trust, National Association, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

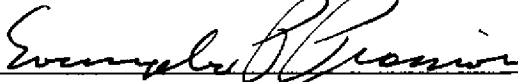
5. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 8.11, 8.12 AND 8.13 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.


[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.


AP EXHAUST TECHNOLOGIES, LLC

By: 
Name: Evangelos P. Proimos
Title: Chief Executive Officer

AIRTEK, LLC


By: 
Name: Evangelos P. Proimos
Title: Chief Executive Officer

ARISTO, LLC

By: 
Name: Evangelos P. Proimos
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Agent

By: 
Name: Meghan H. McCauley
Title: Banking Officer


[AP Exhaust -- Trademark Security Agreement Signature Page]

TRADEMARK
REEL: 005201 FRAME: 0696

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Obligor	Case No.	Mark	Register/ Country	App. Date	App. No.	Reg. Date	Reg. No.	Record Owner
AP Exhaust Technologies, LLC	UT0760	IPC	U.S.A.	12/11/2013	86/140,301	PENDING	PENDING	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0752	WHIZZER	U.S.A.	12/10/2013	86/140,120	PENDING	PENDING	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0751	SILVER KNIGHT	U.S.A.	12/10/2013	86/140,107	PENDING	PENDING	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0749	DEFENDER	U.S.A.	12/10/2013	86/140,053	PENDING	PENDING	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0745	TURBO II	U.S.A.	12/10/2013	86/140,029	PENDING	PENDING	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0750	TURBO TUNED	U.S.A.	12/10/2013	86/140,011	PENDING	PENDING	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0238	MSL	U.S.A.	2/7/1983	73/412,427	3/13/1984	1,269,748	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0659	ANSA	U.S.A.	7/13/1988	73/739,637	3/7/1989	1,528,145	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0660	ANSA MARMITTE and Design	U.S.A.	8/14/1978	73/181,876	4/21/1981	1,151,635	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0661	SILVERLINE	U.S.A.	4/23/2012	76/711,324	PENDING	PENDING	AP Exhaust Technologies, LLC

Obligor	Case No.	Mark	Register/Country	App. Date	App. No.	Reg. Date	Reg. No.	Record Owner
es, LLC								LLC
AP Exhaust Technologies, LLC	UT0662	ANSA	U.S.A.	3/30/2012	76/711,080	4/9/2013	4,315,162	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0663	ANSA SPORT	U.S.A.	4/23/2012	76/711,317	4/9/2013	4,315,163	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0664	MARMITTE ANSA and Design	U.S.A.	7/10/2013	86/006,704	PENDING	PENDING	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0665	OUR PRODUCT LINE IS EXHAUSTIVE	U.S.A.	4/23/2012	76/711,325	11/12/2013	4,430,351	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0426	AP	U.S.A.	1/12/2005	76/627,729	10/17/2006	3,159,602	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0474	MERIT	U.S.A.	7/27/2005	76/643,697	11/7/2006	3,167,215	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0487	AP (stylized)	U.S.A.	12/12/2005	76/652,144	11/28/2006	3,175,898	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	FT0173	AP	Mexico	11/12/2010	1134392	NOT YET AVAILABLE	1,402,272	AP Exhaust Technologies, Inc.
AP Exhaust Technologies, LLC	FT0192	ANSA	Mexico	10/1/2012	1313887	PENDING	PENDING	AP Exhaust Technologies, Inc.
AP Exhaust Technologies, LLC	FT0193	ANSA	Canada	10/1/2012	1596527	PENDING	PENDING	AP Exhaust Technologies, Inc.

Obligor	Case No.	Mark	Register/Country	App. Date	App. No.	Reg. Date	Reg. No.	Record Owner
AP Exhaust Technologies, LLC	UT0601	CLEAN BY DESIGN	U.S.A.	2/12/2010	76/701,519	4/12/2011	3,944,422	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0543	ENFORCER	U.S.A.	3/3/2008	76/687,311	12/16/2008	3,545,676	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0414	XSS	U.S.A.	3/12/2004	76/580,739	1/3/2006	3,037,185	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0352	THE SOUND OF ACCELERATION	U.S.A.	2/12/2001	76/207,458	10/30/2001	2,502,113	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0326		U.S.A.	4/12/1999	75/680,653	9/25/2001	2,493,182	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0250	SILENTONE PLUS	U.S.A.	8/27/1990	74/091,897	7/2/1991	1,649,420	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0215	XLERATOR	U.S.A.	4/3/1989	73/790,958	11/21/1989	1,567,021	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0239	MSL BIG MAX	U.S.A.	7/22/1987	73/673,707	12/13/1988	1,516,307	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0248	SILENTONE	U.S.A.	11/7/1983	73/451,599	2/5/1985	1,317,984	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0271	MODULARAK & DESIGN	U.S.A.	10/19/1989	73/832,498	7/3/1990	1,604,348	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0273	MERIT	U.S.A.	12/2/1983	73/455,255	1/29/1985	1,316,608	AP Exhaust Technologies, LLC

Obligor	Case No.	Mark	Register/Country	App. Date	App. No.	Reg. Date	Reg. No.	Record Owner
es, LLC								LLC
AP Exhaust Technologies, LLC	UT0274	MAX-FIT	U.S.A.	3/3/1994	74/496,528	2/11/1997	2,037,427	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0293	CHALLENGE	U.S.A.	12/27/1999	75/879,354	2/6/2001	2,426,737	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0294	CHALLENGE PREMIUM MUFFLER LINE	U.S.A.	12/27/1999	75/879,352	12/27/1999	2,426,735	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0332	BIG MAX	U.S.A.	12/27/1999	75/879,353	2/6/2001	2,426,736	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0390	TRUCKEX	U.S.A.	10/7/2002	76/456,428	5/25/2004	2,846,018	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0529	MSL MAXIMUM	U.S.A.	2/21/2007	76/672,939	5/20/2008	3,429,096	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC		MERIT	Canada	10/27/2000	1080667	11/25/2003	TMA595689	AP Exhaust Technologies, Inc.
AP Exhaust Technologies, LLC	FT0075	MSL MAXIMUM	Canada	7/6/2004	1222732	2/27/2007	682520	AP Exhaust Technologies, Inc.
AP Exhaust Technologies, LLC	FT0103	TRUCKEX	Canada	12/11/2002	1161881	5/28/2004	611399	AP Exhaust Technologies, Inc.
AP Exhaust Technologies, LLC	FT0105	MSL	Canada	7/6/2004	1222733	2/23/2007	682282	AP Exhaust Technologies, Inc.
AP Exhaust	FT015	AP	Canada	7/25/2006	1310561	12/7/2007	702616	AP Exhaust


Obligor	Case No.	Mark	Register/Country	App. Date	App. No.	Reg. Date	Reg. No.	Record Owner
Technologies, LLC	2							Technologies, Inc.
AP Exhaust Technologies, LLC	FT0184	AP	International Register: Granted Belarus, Croatia, Norway, Switzerland, Ukraine, European Union	12/3/2007	0 947 124	12/3/2007	0 947 124	Goerlich's, Inc.
AP Exhaust Technologies, LLC	UT0727	ELIMINATOR	U.S.A.	9/7/2011	85/416,428	7/2/2013	4,359,819	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0728	IMCO EXHAUST and Design	U.S.A.	4/29/2008	77/460,341	11/25/2008	3,537,022	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0729	DISTURBING THE PEACE SINCE 1968 and Design	U.S.A.	4/8/2008	77/443,171	11/11/2008	3,530,774	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0730	DISTURBING THE PEACE SINCE 1968	U.S.A.	4/8/2008	77/443,164	11/11/2008	3,530,773	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0731	CHERRY BOMB VORTEX	U.S.A.	9/18/2007	77/281,849	5/20/2008	3,430,886	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0732	CHERRY BOMB TURBO	U.S.A.	9/18/2007	77/281,841	5/6/2008	3,422,700	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT0733	CHERRY BOMB PRO	U.S.A.	9/18/2007	77/281,838	5/6/2008	3,422,699	AP Exhaust Technologies, LLC


Obligor	Case No.	Mark	Register/Country	App. Date	App. No.	Reg. Date	Reg. No.	Record Owner
AP Exhaust Technologies, LLC	UT07 34	CHERRY BOMB GLASSPACK	U.S.A.	9/18/2007	77/281,835	4/29/2008	3,418,126	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT07 35	CHERRY BOMB EXTREME	U.S.A.	9/18/2007	77/281,831	5/6/2008	3,422,698	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT07 36	CHERRY BOMB ELITE	U.S.A.	9/18/2007	77/281,829	4/29/2008	3,418,125	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT07 37	CHERRY BOMB and Design	U.S.A.	9/4/2007	77/271,066	5/6/2008	3,422,631	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT07 38	AIRXCHANGE	U.S.A.	8/13/2007	77/253,361	4/29/2008	3,417,820	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT07 39	AIRXCHANGE and Design	U.S.A.	8/13/2007	77/253,354	4/29/2008	3,417,819	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT07 40	IMCO	U.S.A.	5/6/1998	75/480,870	9/28/1999	2,281,009	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT07 41	IMPORT PROFESSIONAL SERIES	U.S.A.	2/9/1998	75/430,741	9/28/1999	2,282,253	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT07 42	MVP	U.S.A.	4/29/1996	75/095,515	8/12/1997	2,087,250	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT07 43	MAREMONT and Design	U.S.A.	9/23/1991	74/206,148	9/8/1992	1,713,448	AP Exhaust Technologies, LLC

Obligor	Case No.	Mark	Register/Country	App. Date	App. No.	Reg. Date	Reg. No.	Record Owner
AP Exhaust Technologies, LLC	UT07 44	SILVER KNIGHT MUFFLERS and Design	U.S.A.	8/9/1993	74/422,905	9/12/1995	1,917,612	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT07 45	TURBO II CANCELLED	U.S.A.	5/4/1989	73/797,606	5/15/1990	1,596,959 CANCELLED	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT07 46	SUPREME	U.S.A.	3/6/1987	73/648,232	10/27/1987	1,462,723	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT07 47	PROFESSIONAL PLUS	U.S.A.	12/11/1986	73/634,867	8/4/1987	1,450,641	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT07 48	SILVER KNIGHT	U.S.A.	1/26/1984	73/462,711	2/12/1985	1,319,247	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT07 49	DEFENDER CANCELLED	U.S.A.	7/7/1980	73/269,033	9/14/1982	1,208,128 CANCELLED	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT07 50	TURBO TUNED CANCELLED	U.S.A.	5/19/1980	73/262,591	10/12/1982	1,212,343 CANCELLED	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT07 51	SILVER KNIGHT and Design CANCELLED	U.S.A.	11/20/1978	73/193,769	4/22/1980	1,133,623 CANCELLED	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT07 52	WHIZZER CANCELLED	U.S.A.	10/31/1978	73/190,915	9/23/1980	1,139,788 CANCELLED	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT07 53	SUPER "C"	U.S.A.	9/2/1977	73/139,746	6/19/1979	1,120,455	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT07 54	CREW CHIEF	U.S.A.	8/30/1976	73/098,129	11/8/1977	1,076,885	AP Exhaust Technologies, LLC

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es, LLC								LLC
AP Exhaust Technologies, LLC	UT07 55	UPPER HAND	U.S.A.	3/24/1976	73/081,328	10/26/1976	1,051,140	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT07 56	MAREMONT	U.S.A.	6/1/1948	71/558,230	7/24/1951	545,453	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT07 57	THE SLICER	U.S.A.	11/6/1972	72/440,296	9/3/1974	992,452	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT07 58	CHERRY BOMB and Design	U.S.A.	8/22/1969	72/335,996	10/22/1974	996,352	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT07 59	CHERRY BOMB	U.S.A.	4/4/1969	72/323,715	3/31/1970	888,622	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	UT07 60	IPC CANCELLED	U.S.A.	7/11/1961	72/123,749	12/4/1962	741,571 CANCELLED	AP Exhaust Technologies, LLC
AP Exhaust Technologies, LLC	FT019 4	CHERRY BOMB TURBO	Canada	1/25/2008	1380847	3/3/2009	TMA735634	AP Exhaust Technologies, Inc.
AP Exhaust Technologies, LLC	FT019 5	CHERRY BOMB PRO	Canada	1/25/2008	1380846	3/3/2009	TMA735635	AP Exhaust Technologies, Inc.
AP Exhaust Technologies, LLC	FT019 6	RHINO	Canada	2/18/1998	869735	3/30/1999	TMA510327	AP Exhaust Technologies, Inc.
AP Exhaust Technologies, LLC	FT019 7	SILVER KNIGHT	Canada	12/12/2013	1656113	Pending	Pending	AP Exhaust Technologies, Inc.
AP Exhaust Technologies, LLC	FT019 8	Disturbing the Peace Since	Canada	7/17/2008	1402384	9/9/2009	TMA747238	AP Exhaust Technologies,

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es, LLC		1968 and Design						Inc.
AP Exhaust Technologies, LLC	FT0199	"MAREMONT"	Canada	10/6/1949	204567	10/6/1949	UCA034781	AP Exhaust Technologies, Inc.
AP Exhaust Technologies, LLC	FT0200	RAVIN	Canada	8/29/2000	1072198	7/18/2002	TMA564910	AP Exhaust Technologies, Inc.
AP Exhaust Technologies, LLC	FT0201	CHERRY BOMB GLASSPACK	Canada	1/25/2008	1380845	3/3/2009	TMA735641	AP Exhaust Technologies, Inc.
AP Exhaust Technologies, LLC	FT0202	CHERRY BOMB VORTEX	Canada	1/25/2008	1380856	3/3/2009	TMA735639	AP Exhaust Technologies, Inc.
AP Exhaust Technologies, LLC	FT0203	CHERRY BOMB	Canada	10/30/1975	391227	12/10/1976	TMA217644	AP Exhaust Technologies, Inc.
AP Exhaust Technologies, LLC	FT0204	CHERRY BOMB EXTREME	Canada	1/25/2008	1380678	3/3/2009	TMA735640	AP Exhaust Technologies, Inc.
AP Exhaust Technologies, LLC	FT0205	DISTURBING THE PEACE SINCE 1968	Canada	7/7/2008	1402344	3/3/2010	TMA760799	AP Exhaust Technologies, Inc.
AP Exhaust Technologies, LLC	FT0206	CHERRY BOMB and Design	Canada	1/25/2008	1380676	3/3/2009	TMA735637	AP Exhaust Technologies, Inc.
AP Exhaust Technologies, LLC	FT0207	WORLD IMPORT	Canada	3/19/1999	1009174	2/1/2001	TMA540617	AP Exhaust Technologies, Inc.
AP Exhaust Technologies, LLC	FT0208	RHINO PERFORMANCE MUFFLERS	Canada	2/18/1998	869793	8/26/1999	TMA515439	AP Exhaust Technologies, Inc.

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AP Exhaust Technologies, LLC	FT0209	CHERRY BOMB ELITE	Canada	1/25/2008	1380677	3/3/2009	TMA735638	AP Exhaust Technologies, Inc.
AP Exhaust Technologies, LLC	FT0210	RHINO PERFORMANCE EXHAUST SYSTEMS	Canada	2/18/1998	869733	8/24/1999	TMA515022	AP Exhaust Technologies, Inc.
AP Exhaust Technologies, LLC	FT0211	SUPREME PERFORMANCE	Canada	7/8/2004	1222911	2/9/2005	TMA632351	AP Exhaust Technologies, Inc.
AP Exhaust Technologies, LLC	FT0213	CHERRY BOMB	Mexico	Not Yet Known	Not Yet Known	5/9/2008	1128004	International Muffler Company
AP Exhaust Technologies, LLC	FT0214	DISTURBING THE PEACE SINCE 1968	Mexico	Not Yet Known	Not Yet Known	5/9/2008	1090855	International Muffler Company
AP Exhaust Technologies, LLC	FT0215	DISTURBING THE PEACE SINCE 1968	Mexico	Not Yet Known	Not Yet Known	5/9/2008	1090856	International Muffler Company
AP Exhaust Technologies, LLC	FT0216	CHERRY BOMB CHERRY BOMB & Design	Mexico	Not Yet Known	Not Yet Known	5/9/2008	1128005	International Muffler Company
AP Exhaust Technologies, LLC	FT0217	CHERRY BOMB & Design	Mexico	Not Yet Known	Not Yet Known	5/9/2008	1128006	International Muffler Company
Aristo, LLC	UT0607		U.S.A.	6/28/2010	76/703,543	1/11/2011	3,902,423	Aristo, LLC
Aristo, LLC	UT0606	ARISTO	U.S.A.	6/25/2010	76/703,523	1/11/2011	3,902,422	Aristo, LLC

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Aristo, LLC	UT0608	GLOBAL MARKET SOLUTIONS	U.S.A.	6/1/2010	76/703,192	3/15/2011	3,930,353	Aristo, LLC
Aristo, LLC	UT0610	BON-X	U.S.A.	6/1/2010	76/703,193	3/29/2011	3,936,125	Aristo, LLC
Aristo, LLC	UT0589	INTELLIGENT CATALYST TECHNOLOGY	U.S.A.	11/9/2009	76/700,319	9/21/2010	3,849,170	Aristo, LLC
Aristo, LLC	UT0590	MISO	U.S.A.	11/9/2009	76/700,350	9/21/2010	3,849,171	Aristo, LLC
Aristo, LLC	UT0184	ARISTO	U.S.A.	5/5/1998	75/479,509	6/6/2000	2,355,994	Aristo, LLC
Aristo, LLC	FT0165	ARISTO	International Register Granted in Russia, European Union	11/19/2010	1 059 434	11/19/2010	1 059 434	Aristo, Inc.
Aristo, LLC	FT0172	BON-X	International Register Granted in Russia, European Union	11/10/2010	1 058 378	11/10/2010	1 058 378	Aristo, Inc.
Aristo, LLC	FT0171		International Register Granted in Russia, European Union	11/3/2010	1 061 443	11/3/2010	1 061 443	Aristo, Inc.

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Aristo, LLC	FT0170	GLOBAL MARKET SOLUTIONS	International Register Granted in European Union, pending in Russia	11/3/2010	1 058 842	11/3/2010	1 058 842	Aristo, Inc.
Aristo, LLC	FT0167	MISO	International Register Granted in Russia, European Union	5/7/2010	1 040 517	5/7/2010	1 040 517	Aristo, Inc.
AirTek, LLC	UT0637	OBD II BY DESIGN	U.S.A.	6/6/2011	76/707,870	4/3/2012	4,119,908	AirTek, LLC
AirTek, LLC	UT0114	CATCO	U.S.A.	5/18/1992	74/801,122	8/17/1993	1,787,858	AirTek, LLC
AirTek, LLC	UT0095	CATCO	U.S.A.	5/18/1992	74/275,977	8/17/1993	1,788,062	AirTek, LLC
AirTek, LLC	FT0089	CATCO	Canada	8/31/2000	1073097	8/20/2002	TMA566087	AirTek, Inc.
AirTek, LLC	FT0044	CATCO	Mexico	7/7/1992	144140	11/19/1992	425918	AirTek, Inc.
AirTek, LLC	FT0080	CATCO	France	3/12/1999	99 780 430	3/12/1999	99780430	AirTek, Inc.
AirTek, LLC	FT0046	CATCO	Germany	9/30/1994	2906901	5/24/1995	2906901	AirTek, Inc.
AirTek, LLC	FT0049	CATCO	Greece	8/12/1997	134194	4/19/1999	134194	AirTek, Inc.

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AirTek, LLC	FT0048	CATCO	Hungary	7/16/1997	M 97 02602	3/29/1999	154342	AirTek, Inc.
AirTek, LLC	FT0047	CATCO	Poland	10/30/1995	Z.152873	8/2/1998	R.104229	AirTek, Inc.
AirTek, LLC	FT0051	CATCO	Slovakia	8/20/1997	2368-97	4/26/2000	190140	AirTek, Inc.
AirTek, LLC	FT0050	CATCO	Spain	8/19/1997	2110448	11/5/1998	2 110 448	AirTek, Inc.
AirTek, LLC	FT0045	CATCO	Australia	10/20/1994	643725	10/20/1994	643725	AirTek, Inc.
AirTek, LLC	FT0181	OBD II BY DESIGN	International Register: Granted European Union, Russia	10/31/2011	1097357	10/31/2011	1097357	AirTek, Inc.