FORM PTO-1619A Expires 06/30/99 OMB 0651-0027

05-07-1999



U.S. Department of Commerce Patent and Trademark Office PATENT

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RECORDATION FORM COVER SHEET

5-7-77	PATENTS ONLY				
TO: The Commissioner of Patents and Trademark	ks: Please record the attached original document(s) or copy(ies).				
Submission Type	Conveyance Type				
X New	Assignment X Security Agreement				
Resubmission (Non-Recordation) Document ID#	License Change of Name				
Correction of PTO Error Reel # Frame #	Merger Other				
Corrective Document	U.S. Government (For Use ONLY by U.S. Government Agencies)				
Reel # Frame #	Departmental File Secret File				
Conveying Party(ies)	Mark if additional names of conveying parties attached Execution Date Month Day Year				
Name (line 1) Wheeled Coach Industric					
Name (line 2)	Execution Date				
Second Party	Month Day Year				
Name (line 1)					
Name (line 2)					
Receiving Party	Receiving Party Mark if additional names of receiving parties attached				
Name (line 1) NationsBank, N.A., as A	gent If document to be recorded is an assignment and the receiving party is not				
Name (line 2)	domiciled in the United States, an appointment				
Address (line 1) P.O. Box 3402	of a domestic representative is attached. (Designation must be a				
Address (line 2)	separate document from Assignment.)				
Address (line 3) Atlanta	GA 30302-3402 Zip Code				
Domestic Representative Name and Address Enter for the first Receiving Party only.					
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Address (line 1)					
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05/13/1999 DNGUYEN 00000319 29091689 F	OR OFFICE USE ONLY				
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Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231

PATENT

REEL: 9926 FRAME: 0570

FORM PTO Expires 06/30/99 OMB 0651-0027	-1619B	Page 2	U.S. Department of Commerce Patent and Trademark Office PATENT
Corresponde	ent Name and Address	Area Code and Telephone Numbe	er 404/888-4225
Name [Natalie Lewis		
Address (line 1)	Hunton & Williams		
Address (line 2)	600 Peachtree Street		
Address (line 3)	Suite 4100		
Address (line 4)	Atlanta, GA 30308		
Pages	Enter the total number of paincluding any attachments.	ges of the attached conveyance doc	ument # 4
Application I	Number(s) or Patent Num	nber(s) Mark	if additional numbers attached
		atent Number (DO NOT ENTER BOTH number	• • •
	ent Application Number(s)		ent Number(s)
REBLARD	29/091,689		
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	haira Clada and a mide a ray Data		
	named executing inventor.	nt Application, enter the date the patent applic	ation was Month Day Year
Patent Coope	eration Treaty (PCT)		
	PCT application number	PCT PCT	PCT
	if a U.S. Application Number not been assigned.	PCT PCT	PCT
Number of Pr	roperties Enter the total	al number of properties involved.	# 1
Fee Amount	Fee Amount for	or Properties Listed (37 CFR 3.41):	\$ 40.00
Method o Deposit A	of Payment: Enclo Account	sed X Deposit Account	
•	ayment by deposit account or if addit	ional fees can be charged to the account.) eposit Account Number:	#
	A	uthorization to charge additional fees:	Yes No
Statement an	d Signature		
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Dana Kul	of Person Signing	Signature	Date
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PATENT

REEL: 9926 FRAME: 0571

SECURITY AGREEMENT

(Patents)

STATE OF GEORGIA)
COUNTY OF FULTON)

WHEREAS, Wheeled Coach Industries, Inc., a Florida corporation (the "Assignor"), holds or holds rights in Letters Patent of the United States as set forth on **Schedule** A (the "Patents");

WHEREAS, the Assignor is the sole owner or a licensee of the entire right, title and interest in and to the Patents and the inventions which are the subject matter thereof;

WHEREAS, the Assignor has entered into the Amended and Restated Loan and Security Agreement dated as of July 31, 1998 as amended by Amendment No. 1 dated as of April 1, 1999 (as further amended, modified, supplemented or restated from time to time, the "Loan Agreement"), between the Assignor, certain of its affiliates, the lenders party to the Loan Agreement from time to time (the "Lenders"), and NationsBank, N.A., as agent for the Lenders, (the "Agent"), pursuant to which the Lenders have, on the date hereof, made or agreed to make certain loans to the Assignor and may, from time to time hereafter make additional loans to the Assignor; and

WHEREAS, pursuant to the Loan Agreement the Assignor has agreed to assign and grant to the Agent on behalf of the Lenders, a continuing security interest in, and a continuing lien on, all of the Assignor's right, title and interest in and to the following (collectively, the "Patent Collateral"):

- (i) the Patents, together with any reissue, division, continuation, continuation-in-part, renewal or extension of any thereof,
 - (i) inventions and improvements described and claimed therein,
- (ii) all licenses of the foregoing to which Assignor is a party as licensee or licensor,
- (iii) all income, royalties, damages, claims and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof,
- (iv) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing to the Assignor,

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PATENT REEL: 9926 FRAME: 0572

- (v) all rights corresponding to any of the foregoing throughout the world, and
 - (vi) all proceeds of and accessions to any and all of the foregoing,

to secure the payment and performance of the Secured Obligations (as defined in the Loan Agreement); and

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby grant to the Agent on behalf of the Lenders, a continuing security interest in and a continuing lien on the Patent Collateral as security for the payment and performance of the Secured Obligations.

The Assignor hereby further acknowledges and affirms that the rights and remedies of the Agent with respect to the assignment of and security interest in and lien upon the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its authorized officer or agent as of April 20, 1999.

WHEELED COACH INDUSTRIES, INC.

Larry Sayre

Chief Financial Officer

REEL: 9926 FRAME: 0573

STATE OF <u>GEORGIA</u>)
ss.:
COUNTY OF <u>FULTON</u>)

This 20 day of April, 1999, personally came before me, a Notary Public in and for said County and State, Larry Sayre who, being by me duly sworn, says that she is the Chief Financial Offices of Wheeled Coach Industries Inc., that he signed the foregoing instrument on behalf of said entity by his authority duly given, and that he acknowledged said instrument in writing to be the act and deed of said entity.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

10/21/2000

[NOTARIAL SEAL]



Schedule A

Patents

A	LOOTLON	a .
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* -PP		

Description	Application Serial Number	Application Date
Oxygen Bottle Holder (Design)		4-1-99
Vehicle Grill	29/091,689	8-4-98

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RECORDED: 05/07/1999

PATENT REEL: 9926 FRAME: 0575