

10-20-2000

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
CLEVITE INDUSTRIES INC. (DE Corporation)
10-2-00
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: The Chase Manhattan Bank, as Administrative Agent
 Internal Address: _____

 Street Address: 4 MetroTech Center, 5th Floor

 City: Brooklyn State: NY ZIP: 11245
 Additional name(s) & addresses attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Conditional Assignment of and Security Interest in Patent Rights
 Execution Date: November 4, 1999

4. Application number(s) or patents number(s):
 If this document is being filed together with a new application, the execution date of the application is: _____
 A. Patent Application No.(s) B. Patent No.(s)
See Attached Continuation of Item Four
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Kristopher E. Ahrend, Esq.
 Internal Address: Simpson Thacher & Bartlett


 Street Address: 425 Lexington Avenue

 City: New York State: New York ZIP: 10017

6. Total number of applications and patents involved: 13
 7. Total fee (37 CFR 3.41): \$520.00
 Enclosed
 Authorized to be charged to deposit account
 8. Deposit account number:

 (Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Kristopher E. Ahrend, Esq.  10/2/00
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 8

CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET

4. Application number(s) or patent number(s):

PATENT NO.
4,416,445
4,256,810
4,327,995
4,237,728
4,210,898
4,342,446
4,352,487
4,509,730
4,504,044
4,401,298
4,560,150
4,577,842
4,555,098

CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN PATENT RIGHTS

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN PATENT RIGHTS ("Conditional Assignment"), dated as of November 4, 1999 is made by Clevite Industries Inc., a Delaware corporation (the "Obligor"), in favor of The Chase Manhattan Bank, a New York banking corporation, as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of September 30, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Tenneco Inc., a Delaware corporation and parent of Obligor (the "Borrower"), the Lenders, the Administrative Agent, Commerzbank, AG and Bank of America, N.A., as co-documentation agents ("Co-Documentation Agents"), and Citicorp USA, Inc., as syndication agent ("Syndication Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other entities related to the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of November 4, 1999, in favor of Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Obligor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Patents; and

WHEREAS, Obligor has duly authorized the execution, delivery and performance of this Conditional Assignment;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Obligor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Conditional Assignment and Grant of Security Interest. Obligor hereby pledges and grants a continuing security interest in, and a right of setoff

against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Patents (including, without limitation, those items listed on Schedule A hereto), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

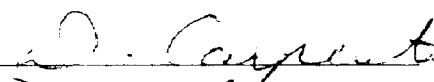
SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by Obligor for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

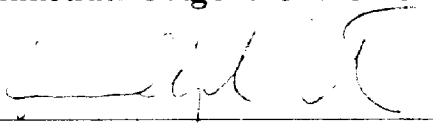
SECTION 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CLEVITE INDUSTRIES INC.

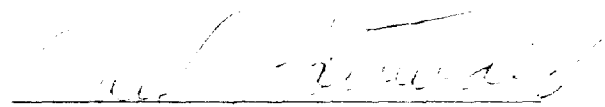
By: 
Name: Donald Carpenter
Title: Vice President

THE CHASE MANHATTAN BANK,
as Administrative Agent for the Lenders

By: 
Name: RANDOLPH E. CATES
Title: VICE PRESIDENT

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On the 25th day of November, 1999, before me personally came SHARON HARRINGTON, who is personally known to me to be the President of Clevite Industries Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public


(PLACE STAMP AND SEAL ABOVE)



STATE OF *New York*)
COUNTY OF *New York*) ss

On the *4th* day of *November*, 1999, before me personally came *RANDOLPH E. CATES*, who is personally known to me to be the *VICE PRESIDENT* of The Chase Manhattan Bank, a New York banking corporation; who, being duly sworn, did depose and say that ~~she~~/he is the *VICE PRESIDENT* in such corporation, the corporation described in and which executed the foregoing instrument; that ~~she~~/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that ~~she~~/he acknowledged said instrument to be the free act and deed of said corporation.

ELIZABETH IACOVIELLO
Notary Public, State of New York
No. 31-4638331
Qualified in New York County
Commission Expires June 30, 2000



Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A - U.S. PATENTS

ISSUED PATENTS
CLEVITE INDUSTRIES INC.

<u>Assignee</u>	<u>Title</u>	<u>Inventor</u>	<u>Registration No.</u>	<u>Issue Date</u>
Clevite Industries Inc.	Viscous Spring Damper	COAD	4416445	11/22/1983
Clevite Industries Inc.	High Conductivity Titanium Electrode	DOUBRAVA; THELLMANN	4256810	03/17/1981
Clevite Industries Inc.	Bar Pin For Use In Torque Rods	STEWART	4327995	05/04/1982
Clevite Industries Inc.	Low Tire Warning System	BETTS LEDENBAK	4237728	12/09/1980
Clevite Industries Inc.	Low Tire Warning System	BETTS	4210898	07/01/1980
Clevite Industries Inc.	Self-Leveling Viscous Elastic Damper	EATON; SHTARKMAN SNYDER	4342446	08/03/1982
Clevite Industries Inc.	Viscous Spring Damper	SHTARKMAN	4352487	10/05/1982
Clevite Industries Inc.	Flexible Wall Spring Damper	SHTARKMAN	4509730	04/09/1985
Clevite Industries Inc.	Dry Viscous Spring Damper	SHTARKMAN	4504044	03/12/1985
Clevite Industries Inc.	Flexible Column Viscous Spring Damper	EATON; SHTARKMAN	4401298	08/30/1983
Clevite Industries Inc.	Dry Viscous String Strut	SHTARKMAN	4560150	12/24/1985
Clevite Industries Inc.	Self-Stablizing Dry Viscous Spring Damper	SHTARKMAN	4577842	03/25/1986
Clevite Industries Inc.	Self-Stablizing Dry Viscous Spring Damper	SHTARKMAN	4555098	11/26/1985

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SCHEDULE A - U.S. PATENTS

**PATENT APPLICATIONS
CLEVITE INDUSTRIES INC.**

NONE

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