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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):

THE PULLMAN COMPANY (DE Corporation)

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: P.O. Box 2558

City: Houston State: TX ZIP: 77252

Additional name(s) & addresses attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: November 16, 2001

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)

09/549,796

B. Patent No.(s)

6,231,264

Additional numbers attached?  Yes  No

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

Name: Robyn Greenberg, 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: 2

7. Total fee (37 CFR 3.41): ..... \$80.00

- 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.

Robyn Greenberg, Esq.  
Name of Person Signing

Signature

12/20/01  
Date

Total number of pages comprising cover sheet: 5

12/26/2001 6TOM11 00000051 09549796  
01 FC:581 80.00 DP

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

**PATENT**  
**REEL: 012376 FRAME: 0778**

**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 16, 2001 is made by The Pullman Company, 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 Automotive Inc., a Delaware corporation formerly known as Tenneco Inc. and parent of Obligor (the "Borrower"), the Lenders, the Administrative Agent, Commerzbank 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;

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other entities related to the Borrower (the "Other Obligors") 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, whether now owned or hereafter acquired by the Obligor;

WHEREAS, after execution of the Credit Agreement, additional Patents (including those set forth on Schedule A hereto) have been acquired by the Obligor and/or the Other Obligors; and

WHEREAS, pursuant to the foregoing, 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 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 Patents 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.

THE PULLMAN COMPANY

By: 

Name: Timothy R. Donovan  
Title: Senior Vice President

THE CHASE MANHATTAN BANK  
as Administrative Agent for the Lenders

By: 

Name: RICHARD W. DUKER  
Title: VICE PRESIDENT

STATE OF ILLINOIS        )  
                                  ) ss  
COUNTY OF LAKE         )

On the 16th day of November 2001, before me personally came Timothy R. Donovan, who is personally known to me to be the Senior Vice President of The Pullman Company, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Senior 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.

*Victoria L King*  
Notary Public OFFICIAL SEAL  
VICTORIA L KING  
Notary Public, State of Illinois  
My Commission Expires 7-26-03

(PLACE STAMP AND SEAL ABOVE)

**SCHEDULE A - U.S. PATENTS**

**ISSUED PATENTS  
THE PULLMAN COMPANY**

<b><u>Registration</u></b>
<b><u>Number</u></b>
6231264

**PATENT APPLICATIONS  
THE PULLMAN COMPANY**

<b><u>Application</u></b>
<b><u>Number</u></b>
09/549796