

05-29-1998

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Docket No.:

112392-5

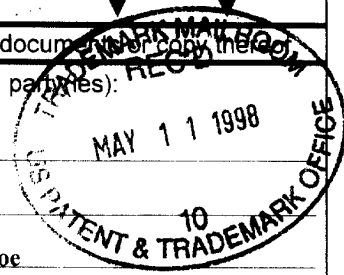


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To the Honorable Commissioner of Patents, attached original document or copy thereof



1. Name of conveying party(ies):
Certified Power, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **Minnesota**
 Other _____

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: **Heller Financial, Inc.**

Internal Address: _____

Street Address: **500 W. Monroe**

City: **Chicago** State: **IL** ZIP: **60661**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Delaware**
 Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **March 10, 1998**

4. Application number(s) or registration numbers(s):

A. Trademark Application No. (s)

Additional numbers

B. Trademark Registration No. (s)

See Schedule
1

Yes No

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

Name: **Theodore F. Shiells**

Internal Address: **Gardere & Wynne, L.L.P.**

Street Address: **1601 Elm Street, Suite 3000**

City: **Dallas** State: **TX** ZIP: **75201**

6. Total number of applications and registrations involved: **10**

7. Total fee (37 CFR 3.41): \$ **400.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
07-0153

DO NOT USE THIS SPACE

05/28/1998 DCOATES 00000023 1345599
01 FC:481 40.00 OP
02 FC:482 225.00 OP

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.

Theodore F. Shiells *Theodore F. Shiells* May 6, 1998
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and _____

000006117
DCOATES
05/28/1998
CHECK Refund Total: \$35.00

TRADEMARK
6
REF: 122 FRAME 0099

Schedule 1
to Trademark
Security Agreement

<u>Serial No./Reg. No.</u>	<u>Mark</u>	<u>Date of Registration</u>
<u>U.S. Trademarks</u>		
Reg. No. 1,345,599	TRIAXIAL	7/2/1985
Reg. No. 1,397,395	TOLEDO CLUTCH BRAKE & design	6/17/1986
Reg. No. 1,225,349	CERTIFIED POWER TRAIN SPECIALISTS & design	1/25/1983
Reg. No. 1,234,513	CERTIFIED POWER TRAIN PRODUCTS & design	4/12/1983
Reg. No. 1,435,432	TRIAX CLUTCH & design	4/7/1987
Reg. No. 1,223,147	POWER TORQ & design	1/11/1983
Reg. No. 1,241,985	COMPONENT TECHNOLOGY & design	6/14/1983
Reg. No. 1,532,921	CERTIFIED CHASSIS SPECIALISTS	4/4/1989
Reg. No. 2,020,685	SPREADRITE	12/3/1996
Reg. No. 1,941,138	CHS	12/21/1995
<u>Minnesota State Trademarks</u>		
Reg. No. 6406	CERTIFIED POWER TRAIN SPECIALISTS	10/25/1979
Reg. No. 6407	CERTIFIED POWER TRAIN SPECIALISTS	10/25/1979

515062-c/m112392.5

TRADEMARK SECURITY AGREEMENT

(Certified Power, Inc.)

This TRADEMARK SECURITY AGREEMENT ("Agreement") is entered into as of March 10, 1998, by CERTIFIED POWER, INC., a Minnesota corporation f/k/a Certified Power Train Specialists, Inc., in favor of and for the benefit of HELLER FINANCIAL, INC., a Delaware corporation, as agent for and representative of (in such capacity herein called "Agent") the financial institutions ("Lenders") party to the Credit Agreement (as hereinafter defined).

WHEREAS, CERTIFIED POWER, INC. ("Grantor") owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, Agent and Lenders are parties to an Amended and Restated Credit Agreement of even date herewith (as the same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of the Amended and Restated Security Agreement dated as of March 10, 1998 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, together with its successors in such capacity, the "Grantee"), Grantor has granted to Grantee a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure, inter alia, the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of 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 presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

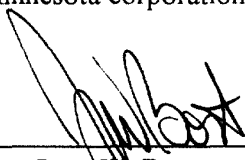
(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Agent for the benefit of Lenders pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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.

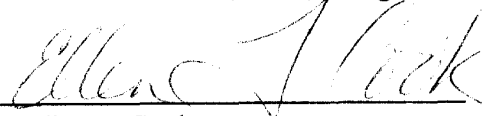
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 10th day of March, 1998.

CERTIFIED POWER, INC.,
A Minnesota corporation

By: 
Name: Jerry W. Bost
Title: President

Acknowledged:

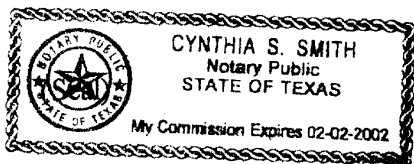
HELLER FINANCIAL, INC., as Agent and Grantee

By: 
Name: Ellen T. Cook
Title: Assistant Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On the 10th day of March, 1998, before me personally appeared Jerry W. Bost, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as President of Certified Power, Inc., who being by me duly sworn, did depose and say that he is President of Certified Power, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.



Cynthia S. Smith

Notary Public

My commission expires: _____

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