

REC 07-13-1998

Tab settings 6.23 94



100762221

To the Honorable Commissioner of Patents and Trademarks Attached original documents or copy thereof.

1. Name of conveying party(ies):

Walbro Corporation

- Individual(s)
- General Partnership
- Corporation-State DELAWARE
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: _____

2. Name and address of receiving party(ies)

Name: NationsBank, N.A.

Internal Address: _____

Street Address: 100 South Charles Street

City: Baltimore State: MD ZIP: 21201

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

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)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,85,115

Additional numbers attached? Yes No

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

Name: Kandace Harries, Paralegal

Internal Address: _____

Miles & Stockbridge P.C.

Street Address: 10 Light Street

City: Baltimore State: MD ZIP: 21202

6. Total number of applications and registrations involved: 43

7. Total fee (37 CFR 3.41).....\$ 90.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

20-002

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

DO NOT USE THIS SPACE

9. Statement and signature.

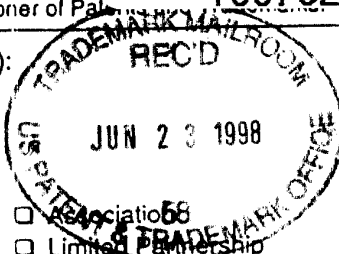
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kandace Harries
Name of Person Signing

[Signature]
Signature

Date

Total number of pages including cover sheet, attachments, and document: 1



200004 200005 200006 200007 200008 200009 200010 200011 200012 200013 200014 200015 200016 200017 200018 200019 200020 200021 200022 200023 200024 200025 200026 200027 200028 200029 200030 200031 200032 200033 200034 200035 200036 200037 200038 200039 200040 200041 200042 200043 200044 200045 200046 200047 200048 200049 200050

SCHEDULE A

LIST OF TRADEMARKS

<u>Mark</u>	<u>Status</u>	<u>Registration Number</u>
Autopulse Walbrwalbr WHF T1633	Registered	102002
Autopulse Walbrwalbr WHF T3	Registered	205145
Walbro Walbrwalbr WHF T231	Registered	938745
Walbro and Design Walbrwalbr WHF T296	Registered	1005543

COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY (this "Assignment") is made as of this 29th day of May, 1998, by WALBRO CORPORATION, a corporation organized and existing under the laws of the State of Delaware (the "Assignor"), in favor of NATIONSBANK, N.A., a national banking association, as collateral and administrative agent for itself and other Lenders (as that term is defined in the Financing Agreement defined below) (the "Administrative Agent").

RECITALS

A. The Assignor has applied to the Lenders for certain revolving credit and capital expenditure line facilities (the "Credit Facilities") under the provisions of a certain Financing and Security Agreement dated the date hereof (as amended, restated, supplemented or otherwise modified, the "Financing Agreement") by and among the Administrative Agent, the other Agents (as defined in the Financing Agreement) the Lenders, the Assignor and other Borrowers (as defined in the Financing Agreement). All capitalized terms used, but not specifically defined herein, shall have the same meaning given such terms in the Financing Agreement.

B. The Assignor has adopted, used and is using certain trademarks as listed on SCHEDULE A attached hereto and made a part hereof and has applied for or has pending the trademarks also as listed on SCHEDULE A (collectively, the "Trademarks").

C. The Financing Agreement and certain other Financing Documents contain security agreements under which the Assignor has granted to the Administrative Agent, for the benefit of the Lenders and for the benefit of the Administrative Agent and the other Agents with respect to the Agents' Obligations (as that term is defined in the Financing Agreement), a Lien on, and security interest in, certain assets of the Assignor associated with or relating to products sold under any one or more of the Trademarks and under which the Administrative Agent is entitled to foreclose or otherwise deal with the Trademarks under the terms and conditions set forth in the Financing Agreement.

D. The Administrative Agent desires to have the interest of the Administrative Agent in such Trademarks confirmed by a document identifying the same and in such form that it may be recorded in the United States Patent and Trademark Office.

E. As collateral security for the Obligations, the Assignor has agreed to assign to the Administrative Agent, for the benefit of the Lenders and for the benefit of the Administrative Agent and the other Agents with respect to the Agents' Obligations, for collateral purposes only, the Trademarks and the goodwill of the business associated therewith.

NOW THEREFORE, with the foregoing Recitals being deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

ARTICLE I
COLLATERAL ASSIGNMENT

In consideration of and pursuant to the terms of the Financing Agreement and each of the other Financing Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure all of the Obligations, the Assignor hereby grants, assigns and conveys, for collateral purposes only, to the Administrative Agent, for the benefit of the Lenders and for the benefit of the Administrative Agent and the other Agents with respect to the Agents' Obligations, all of its present and future right, title and interest in and to, and grants to the Administrative Agent, for the benefit of the Lenders and for the benefit of the Administrative Agent and the other Agents with respect to the Agents' Obligations, a security interest in, Lien on, and collateral assignment of the Trademarks, together with all the goodwill of the Assignor associated with and represented by the Trademarks and any registration therefor, and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world.

The foregoing grant, security interest and assignment, for collateral purposes only, is a present grant of a collateral assignment and, upon the occurrence and during the continuation of an Event of Default and after acceleration of the Obligations as a result thereof and notice to the Assignor from the Administrative Agent, and subject to the filing with and notice to the United States Patent and Trademark Office, shall become an absolute assignment in favor of the Administrative Agent, for the benefit of the Lenders and for the benefit of the Administrative Agent and the other Agents with respect to the Agents' Obligations, or in favor of such person as the Administrative Agent may designate, and may be the subject of such confirmatory instruments as the Administrative Agent may elect, which instruments shall be conclusive evidence of the Event of Default and absolute assignment.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 Trademark Existence.

The Assignor represents and warrants to the Administrative Agent, and shall be deemed to represent and warrant to the Administrative Agent at the time a Loan is made or a Letter of Credit is issued, that based on the records of the United States Patent and Trademark Office and any state trademark offices and to the Assignor's knowledge:

2.1.1 The registered Trademarks are subsisting and have not been adjudged invalid or unenforceable in the United States or in the jurisdictions in which they are registered.

2.1.2 Each of the registered Trademarks is valid and enforceable in the United States or in the jurisdictions in which it is registered.

2.1.3 Except as set forth on SCHEDULE B to this Assignment, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest

in and to the Trademarks, in the United States or in the jurisdictions in which it is registered, and each of the Trademarks is free and clear of any Liens (other than Permitted Liens), licenses, and other encumbrances including, without limitation, covenants by the Assignor not to sue third persons.

2.1.4 The Assignor has the right to enter into this Assignment and perform its terms.

ARTICLE III
COVENANTS AND AGREEMENTS

Section 3.1 New Agreements, Trademarks and Consents.

The Assignor covenants that until all the Obligations have been paid and performed in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired:

3.1.1 It will not enter into any agreement, including without limitation, license agreements, that would have a material adverse effect on the Administrative Agent's rights under this Assignment.

3.1.2 It will exercise reasonable supervision over each of its present and future employees, agents and consultants which will enable the Assignor to comply with the covenants herein contained.

3.1.3 If the Assignor acquires rights to any new Trademarks, the provisions of this Assignment shall automatically apply thereto and the Assignor shall give the Administrative Agent prompt written notice thereof along with an amended SCHEDULE A.

3.1.4 The Assignor shall, at the Administrative Agent's request, obtain consents to this Assignment where the Assignor's right to assign any Trademarks requires such consent.

Section 3.2 Maintenance.

3.2.1 Except as permitted by the provisions of the Financing Agreement, the Assignor hereby covenants and agrees to maintain the Trademarks in full force and effect until all of the Obligations are satisfied in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired.

3.2.2 Except as permitted by the provisions of the Financing Agreement, the Assignor shall have the duty to (a) prosecute diligently any trademark application that is part of the Trademarks pending as of the date of this Assignment or thereafter to the extent the value of such application in the Assignor's business justifies such prosecution until the Obligations shall have been satisfied in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired, (b) preserve and maintain all rights in such applications and/or Trademarks including but not limited to the payment of registration and

renewal fees, if any and (c) upon reasonable written request of the Administrative Agent, to make federal application for registration of registerable but unregistered trademarks to the extent the value of such application in the Assignor's business justifies such application for registration. Any expenses incurred in connection with such applications shall be part of the Enforcement Costs (as that term is defined in the Financing Agreement). Unless the Assignor determines in its reasonable business judgment that any Trademark or any pending application for trademark registration no longer is necessary to the operation of the business and promptly notifies the Administrative Agent of such determination, and the Administrative Agent after receiving such notice does not inform the Assignor of the Administrative Agent's reasonable determination that any such Trademark or pending application for trademark registration is necessary or desirable for the liquidation, perfection and/or realization upon all or any portion of the Collateral (as that term is defined in the Financing Agreement), the Assignor shall not abandon any Trademark or any pending application for trademark registration, without the consent of the Administrative Agent, which consent shall not unreasonably be withheld or delayed.

3.2.3 Prior to an Event of Default, the Assignor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Administrative Agent may, if necessary, at its own expense, be joined as a nominal party to such suit if the Administrative Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. If suit is brought at any time during the existence of an Event of Default, the Assignor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and reasonable expenses, including reasonable attorneys' fees, as they arise incurred by the Administrative Agent in the fulfillment of the provisions of this paragraph.

3.2.4 If the Assignor fails to comply with any of its obligations hereunder in any material respect and such failure continues uncured for the earlier of ten (10) Business Days after discovery by the Assignor of such failure or ten (10) Business Days after notice of such failure has been delivered to the Assignor by the Administrative Agent, the Administrative Agent may do so in the Assignor's name or in the Administrative Agent's name, but at the Assignor's expense, and the Assignor hereby agrees to reimburse and indemnify the Administrative Agent in full for all reasonable expenses, including reasonable attorneys' fees, incurred by the Administrative Agent in protecting, defending and maintaining the Trademarks.

3.2.5 The Assignor will continue to use, for the duration of this Assignment, proper statutory identification in connection with its use of the Trademarks.

3.2.6 The Assignor will continue to meet for the duration of this Assignment, consistent standards of quality in its manufacture of products sold under the Trademarks comparable to the standards met by Assignor prior to the date of this Assignment.

Section 3.3 Fees and Expenses.

The Assignor agrees to pay to the Administrative Agent upon demand as part of the Enforcement Costs, any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and legal expenses incurred by the Administrative Agent in connection with the preparation of this Assignment and of all other documents relating hereto

and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Trademarks, or in enforcing the Administrative Agent's rights therein or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks.

ARTICLE IV
EVENTS OF DEFAULT; RIGHTS AND REMEDIES

Section 4.1 Assignor Use.

Prior to an Event of Default (a) the Assignor shall have an exclusive nontransferable right and license to use the Trademarks and (b) the Administrative Agent shall have no right to use the Trademarks or issue any exclusive or non-exclusive license under the Trademarks, or assign, pledge or otherwise transfer title in the Trademarks to any other party. Except as otherwise permitted by the Financing Agreement, the Assignor agrees not to sell or assign its interest in, or grant any sublicense under, except in the ordinary course of the Assignor's business and only if such sublicensee is provided notice that the sublicense is subject to the terms of this Assignment, or allow any Lien (other than Permitted Liens) to attach to the license granted to the Assignor in this Section, without the prior written consent of the Administrative Agent, which consent shall not unreasonably be withheld or delayed.

Section 4.2 Certain Administrative Agent Rights.

The Assignor hereby covenants and agrees that the Administrative Agent may, as collateral assignee hereunder and as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Maryland, and under any other applicable law, following the occurrence of an Event of Default and the acceleration of the Obligations as a result thereof, upon notice to the Assignor, terminate the license set forth in Section 4.1 and may take such other action permitted hereunder or under the other Financing Documents or permitted by applicable Laws, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, and upon the occurrence of an Event of Default hereunder or under any of the Obligations and the acceleration of the Obligations as a result thereof, the Assignor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer of Administrative Agent as the Administrative Agent may select, in its exclusive discretion, (with full power of substitution and delegation, in its exclusive discretion), as the Assignor's true and lawful attorney-in-fact, with the power, without notice to the Assignor, to endorse the Assignor's name on all applications, documents, papers and instruments in the name of the Administrative Agent or in the name of the Assignor or otherwise, for the use and benefit of the Administrative Agent to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. This power of attorney shall be irrevocable for the life of this Assignment, the Financing Agreement, the Financing Documents and other obligations and until all of the Obligations to the Administrative Agent and the Lenders are satisfied in full and all Commitments and Letters of Credit have been terminated or otherwise have expired.

Section 4.3 Fights and Remedies.

All rights and remedies herein granted to the Administrative Agent shall be in addition to any rights and remedies granted to the Administrative Agent under the other Financing Documents.

Section 4.4 Re-Vesting of Assignor's Rights.

Upon the full payment and performance of all of the Obligations and termination or expiration of all Commitments and all Letters of Credit, the Administrative Agent shall, upon the Assignor's request and at the Assignor's expense, execute and deliver to the Assignor all documents reasonably necessary to terminate this Assignment and re-vest in the Assignor full title to the Trademarks.

Section 4.5 No Waiver.

No course of dealing between the Assignor and the Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under any of the other Financing Documents shall operate as a waiver thereof, and all of the Administrative Agent's rights and remedies with respect to the Trademarks, whether established hereby or by any of the other Financing Documents, or by any other future agreements between the Assignor and the Administrative Agent or by law shall be cumulative and may be exercised singularly or concurrently.

ARTICLE V
MISCELLANEOUS

Section 5.1 Severability.

The provisions of this Assignment are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

Section 5.2 Successors and Assigns.

This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties and shall specifically inure, without limitation, to the benefit of each Person who may from time to time be the "Administrative Agent" under the Financing Agreement.

Section 5.3 Modification.

This Assignment is subject to modification only by a writing signed by the parties and shall be subject to the terms, provisions, and conditions set forth in the Financing Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

Section 5.4 Captions and Headings.

The section headings in this Assignment are for convenience only, and shall not limit or otherwise affect any of the terms hereof.

Section 5.5 Governing Law.

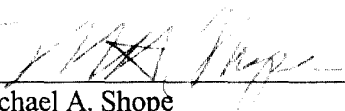
This Assignment shall be governed by and construed in conformity with the laws of the State of Maryland.

IN WITNESS WHEREOF, the Assignor has executed this Assignment, under seal, the day and year first above written.

WITNESS OR ATTEST:



WALBRO CORPORATION

By:  (SEAL)
Michael A. Shope
Treasurer and Chief Financial Officer

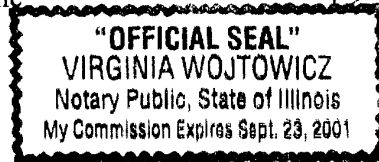
ACKNOWLEDGMENT

STATE OF ILLINOIS, COUNTY OF COOK TO WIT:

On this 29th day of May, 1998, before me personally appeared Michael A. Shope, to me known and being duly sworn, deposes and says that he is the Treasurer and Chief Financial Officer of Walbro Corporation, a Delaware corporation, the Assignor; that he signed the Assignment as Treasurer and Chief Financial Officer of such corporation pursuant to the authority vested in him by law; that the within Assignment is the voluntary act of such corporation; and he desires the same to be recorded as such.


Notary Public

My Commission Expires: 9.23.2001



SCHEDULE A

LIST OF TRADEMARKS

<u>Mark</u>	<u>Status</u>	<u>Registration Number</u>
Autopulse Walbrwalbr WHF T1633	Registered	M02-002
Autopulse Walbrwalbr WHF T3	Registered	205145
Walbro Walbrwalbr WHF T231	Registered	938745
Walbro and Design Walbrwalbr WHF T296	Registered	1005543

SCHEDULE B
COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY

TRADEMARKS
(pursuant to Section 2.1.3)

Walbro Corporation has four licensed licensing agreements by which technology contained in some of the trademarks is licensed to specific use. They are:

1. Master Technology License Agreement to Korean Automotive Fuel Systems Ltd dated November 30, 1994
2. Walbro Technology License Agreement to Marwal Systems S.A. dated July 1, 1991
3. Walbro Technology License Agreement to Jaeger S.A. and Marwal do Brasil Ltda dated January 1, 1993
4. Agreement between Walbro Corporation and Magneti Marelli France S.A. dated February 7, 1995 to extend the two above-listed licenses in item 3 to a Joint Venture located in Mexico (Marwal de Mexico)

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