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08-07-1998

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To the Honorable Commissioner of Patent

100787472

Send original documents or copy thereof.

1. Name of conveying party(ies):

Oshkosh Truck Corporation

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

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

3. Nature of conveyance:

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

Execution Date: February 26, 1998

2. Name and address of receiving party(ies)

Name: Bank of America National Trust and Savings Association, as agent

Internal Address:

Street Address: 231 S. LaSalle Street

City: Chicago State: IL ZIP: 60697

- 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)

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41).....\$ 240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

08/05/1998 SMITH 00000074 1038078

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 OP
200.00 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.

Laura Konrath

Name of Person Signing

Signature

7/21/98

Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to MARK

Commissioner of Patents & Trademarks, Box Assignments

REEL: 1764 FRAME: 0742

MRD 8-3-98

Continuation Item 4

EXHIBIT A TO TRADEMARK SECURITY AGREEMENT
LIST OF TRADEMARKS, TRADE NAMES, SERVICE MARKS
AND APPLICATIONS FOR REGISTRATIONS OF TRADEMARKS, TRADE NAMES AND
SERVICE MARKS

OSHKOSH TRUCK CORPORATION

U.S. AND FOREIGN TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Issue Date</u>
ALL STEER	1,898,078 U.S.	6/6/95 • ✓
Dragon Wagon	1,070,566 U.S.	8/2/77 • ✓
Load-Span	1,814,856 U.S.	1/4/94 • ✓
Oshkosh	840,787 U.S.	12/19/67 • ✓
Oshkosh O & Design	1,194,281 U.S.	4/27/82 • ✓
Oshkosh (Austria)	96,162 Foreign	2/28/81
Oshkosh (Canada)	213,301	4/15/76
Oshkosh (Chile)	414,945	10/22/93
Oshkosh (Chile)	414,946	10/22/93
Oshkosh (Korea)	300,267	10/19/94
Oshkosh (Mexico)	450,038	1/12/94
Oshkosh (Mexico)	460,387	5/16/94
Oshkosh & Design (PRC)	726227	7/29/93
Oshkosh (Switzerland)	309490	8/5/80

U.S. AND FOREIGN TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
The Heavy Duty Specialist Phoenix	75159726 U.S.	Pending 9/3/96 •
Solutions That Are Breaking New Ground	75130640 U.S.	7/8/96 • -
TruckBuilder	74719728 U.S.	8/24/95 • -
Oshkosh (Australia)	701,162 Foreign	1/24/96
Oshkosh & Design (Australia)	701,163 Foreign	1/24/96
Oshkosh (Bahrain)	484/95 "	4/30/95
Oshkosh & Design (Bahrain)	485/95 "	4/30/95
Oshkosh (Brazil)	"	Pending
Oshkosh & Design (Brazil)	"	Pending
Oshkosh (Egypt)	99589 "	1/29/96
Oshkosh & Design (Egypt)	99590 "	1/29/96
Fast	75242890 U.S.	2/18/97 •

9 TOTAL

OSHKOSH TRUCK CORPORATION
TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement") is dated as of February 26, 1998 by and between OSHKOSH TRUCK CORPORATION, a Wisconsin corporation (the "Debtor"), and BANK of AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as agent (the "Agent"). Unless otherwise defined in Section 1, terms defined in the Credit Agreement (as defined below) are used herein as therein defined.

RECITALS:

A. Pursuant to the Credit Agreement, dated as of February 26, 1998, among the Debtor, the financial institutions from time to time party thereto (the "Lenders") and the Agent (as from time to time restated, amended, supplemented or modified, the "Credit Agreement"), the Lenders have agreed to extend certain credit to the Debtor.

B. As a condition to entering into the Credit Agreement and extending credit under the Credit Agreement, the Secured Creditors have required that the Debtor grant to the Agent, for the ratable benefit of itself and the Secured Creditors, a security interest in the Collateral (as defined below) on the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS AND EFFECT.

1.1. General Terms. The following shall have (unless otherwise provided elsewhere in this Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural form of the terms defined):

"Agent" has the meaning ascribed to it in the Preamble.

"Agreement" has the meaning ascribed to it in the Preamble.

"Collateral" has the meaning ascribed to it in Section 2.

"Credit Agreement" has the meaning ascribed to it in the Recitals.

"Debtor" has the meaning ascribed to it in the Preamble.

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TRADEMARK
REEL: 1764 FRAME: 0744

"Event of Default" means any Event of Default under, and as defined in, the Credit Agreement.

"Lenders" has the meaning ascribed to it in the Recitals.

"Licenses" has the meaning ascribed to it in Section 2.

"Related Documents" means, collectively, all documents and things in the Debtor's possession related to the production and sale by the Debtor, or any Affiliate, Subsidiary, licensee or subcontractor thereof, of products or services sold by or under the authority of the Debtor in connection with the Trademarks or Licenses including, without limitation, all product and service specification documents and production and quality control manuals used in the manufacture of products or provision of services sold under or in connection with the Trademarks.

"Section" means a numbered section of this Agreement, unless another document is specifically referenced.

"Secured Creditors" means, collectively, the Agent, each Lender and each other holder of a Secured Obligation.

"Secured Obligations" means, collectively, all "Obligations", as defined in the Credit Agreement.

"Security Agreement" means the Security Agreement, dated as of February 26, 1998, between the Debtor and the Agent, as the same may be restated, amended or modified from time to time.

"Trademarks" has the meaning ascribed to it in Section 2.

2. GRANT OF SECURITY INTEREST.

The Debtor hereby grants to the Agent, for the benefit of itself and the Secured Creditors, a security interest in all of the Debtor's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising property described as follows (collectively, the "Collateral") to secure the complete and timely payment, performance and satisfaction of the Secured Obligations:

(a) all United States and foreign trademarks, tradenames, service marks, trademark and service mark registrations and renewals, and trademark and service mark applications, including, without limitation, the trademarks, service marks and tradenames listed on Exhibit A hereto, and registrations and renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all trademarks, tradenames and service marks including, without limitation, damages and payments for past and future infringements and dilutions thereof against third parties (all of

the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(b) all rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether the Debtor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Exhibit B hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all inventory now or hereafter owned by the Debtor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses");

(c) the goodwill of the Debtor's business connected with the use of and symbolized by the Trademarks;

(d) the Related Documents; and

(e) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

3. **REPRESENTATIONS AND WARRANTIES.**

The Debtor represents and warrants to the Agent and the Secured Creditors that:

3.1. Principal Location. As of the date hereof, the Debtor's mailing address, and the location of its chief executive office and the books and records relating to the Collateral are disclosed in Exhibit C hereto.

3.2. No Other Names. During the last five years, the Debtor has not conducted business under any name except the names in which it has executed this Agreement or as otherwise disclosed pursuant to the Loan Documents.

3.3. Registrations. The Debtor has duly and properly applied for registration of the Trademarks listed in Exhibit A hereto as indicated thereon in the United States Patent and Trademark Office.

3.4. Complete Listing. The Trademarks and Licenses set forth on the exhibits hereto constitute, as of the date hereof, all Trademarks and Licenses of the Debtor.

4. **COVENANTS.**

From the date of this Agreement, and thereafter until this Agreement is terminated:

4.1. Preservation of Value. The Debtor agrees to protect and preserve the value and integrity of all material Trademarks and Licenses and, to that end, shall maintain the quality of any and all of its products or services bearing the trademarks or service marks included in such Trademarks or Licenses consistent with the quality of such products and services of such marks as of the date of this Agreement; provided, that the Debtor may abandon Trademarks and Licenses which are no longer useful to its business and may sell or otherwise transfer Trademarks and Licenses in accordance with Section 8.02 of the Credit Agreement.

4.2. Term. The term of the grant of security interests granted herein shall extend until the expiration of each of the respective Trademarks and Licenses pledged hereunder, or until the Secured Obligations have been indefeasibly paid in full, no commitment by the Agent or any Secured Creditor exists that could give rise to any Secured Obligations and the Credit Agreement and this Agreement have been terminated or, if earlier, upon the sale or abandonment thereof as permitted hereunder and by the Loan Documents.

4.3. Duties of Debtor. The Debtor shall have the duty (a) to prosecute diligently each application to register any material Trademarks pending as of the date hereof or thereafter until all Secured Obligations have been indefeasibly paid in full, (b) to make application on material Trademarks, as appropriate or as requested by the Agent and (c) to preserve and maintain all rights in all applications to register material Trademarks. Any expenses incurred in connection with such applications shall be borne solely by the Debtor. The Debtor shall not abandon any right to file an application to register material Trademarks without the prior written consent of the Agent.

4.4. Delivery of Certificates. The Debtor shall deliver to the Agent copies of all existing and future official Certificates of Registration for any material Trademarks which it has or hereafter obtains and the registration numbers for such material Trademarks with respect to which it has not received Certificates of Registration.

4.5. Notice of Proceedings. The Debtor shall promptly notify the Agent of the institution of, and any adverse determination in, any proceeding in the United States Patent and Trademark Office or any agency of any state or any court regarding the Debtor's right, title and interest in any material Trademark or the Debtor's right to register any material Trademark.

5. WAIVERS, AMENDMENTS AND REMEDIES.

5.1. Remedies. In the event that an Event of Default has occurred and is continuing, the Agent, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon the Debtor or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may, and upon the direction of the Secured Creditors shall, forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or forthwith sell, assign, give option or options to purchase, contract to sell or otherwise dispose of and deliver said Collateral, or any part thereof, in one or more portions at public or private sale or sales or dispositions, at any exchange, broker's board or at any of the Agent's offices or elsewhere upon such terms and conditions as the Agent may deem advisable and at such prices as the Agent may deem best, for any

combination of cash or on credit or for future delivery without assumption of any credit risk, with the right to the Agent or any Secured Creditor upon any such sale or sales or dispositions, public or private, to purchase the whole or any part of said Collateral so sold, free of any right or equity of redemption in the Debtor, which right or equity is hereby expressly waived and released.

5.2. Waivers and Amendments. No delay or omission of the Agent or any Secured Creditor to exercise any right or remedy granted under this Agreement shall impair such right or remedy or be construed to be a waiver of any Default or Event of Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude other or further exercise thereof or the exercise of any other right or remedy, and no waiver, amendment or other variation of the terms, conditions or provisions of this Agreement whatsoever shall be valid unless in writing signed by the Agent and consented to by the Secured Creditors, and then only to the extent specifically set forth in such writing.

6. PROCEEDS.

6.1. Special Collateral Account. After an Event of Default has occurred and is continuing, all cash proceeds of the Collateral received by the Agent shall be deposited in a special non-interest bearing deposit account with the Agent and held there as security for the Secured Obligations.

6.2. Application of Proceeds. The proceeds of the Collateral shall be applied by the Agent to payment of the Secured Obligations in accordance with Section 9 of the Security Agreement.

7. GENERAL PROVISIONS.

7.1. Notice of Disposition of Collateral. The Debtor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if made to the Debtor, addressed as set forth in Section 9 hereof, at least ten (10) days prior to any such public sale or the time after which any such private sale or other disposition may be made.

7.2. Agent Performance of Debtor Obligations. Without having any obligation to do so, during the continuance of a Default or an Event of Default, the Agent may perform or pay any obligation which the Debtor has agreed to perform or pay in this Agreement and the Debtor shall reimburse the Agent for any amounts paid by the Agent pursuant to this Section 7.2. The Debtor's obligation to reimburse the Agent pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

7.3. Authorization for Agent to Take Certain Action. The Debtor irrevocably authorizes the Agent at any time and from time to time, in the sole discretion of the Agent, upon the occurrence and continuance of an Event of Default: (i) to execute on behalf of the Debtor as debtor and to file financing statements and other documents with the United States Patent and Trademark Office or otherwise which are necessary or desirable in the Agent's sole discretion to perfect and to maintain

the perfection and priority of the Agent's and Secured Creditors' security interest in the Collateral; (ii) to endorse and collect any cash proceeds of the Collateral; or (iii) to file a carbon, photographic or other reproduction of this Agreement or any financing statement with respect to the Collateral as a financing statement in such offices as the Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Agent's and the Secured Creditors' security interest in the Collateral. At any time and from time to time after the Secured Obligations have been declared or become due and payable in accordance with the Credit Agreement, the Debtor authorizes the Agent to apply the proceeds of any Collateral received by the Agent to the Secured Obligations as provided in Section 6 hereof.

7.4. Specific Performance of Certain Covenants. The Debtor acknowledges and agrees that a breach of any of the covenants contained in Sections 4.4 and 7.5 hereof will cause irreparable injury to the Agent and the Secured Creditors and that the Agent and the Secured Creditors have no adequate remedy at law in respect of such breaches and therefore agree, without limiting the right of the Agent or the Secured Creditors to seek and obtain specific performance of other obligations of the Debtor contained in this Agreement, that the covenants of the Debtor contained in the Sections referred to in this Section 7.4 shall be specifically enforceable against the Debtor.

7.5. Dispositions Not Authorized. Except as provided for by the Credit Agreement and herein, the Debtor is not authorized to sell or otherwise dispose of the Collateral and notwithstanding any course of dealing between the Debtor and the Agent or other conduct of the Agent, no authorization to sell or otherwise dispose of the Collateral shall be binding upon the Agent or the Secured Creditors unless such authorization is in writing signed by the Agent with the consent of the Secured Creditors, as required by the Credit Agreement.

7.6. Definition of Certain Terms. Terms defined in the Illinois Uniform Commercial Code which are not otherwise defined in this Agreement are used in this Agreement as defined in the Illinois Uniform Commercial Code as in effect on the date hereof.

7.7. Benefit of Agreement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Debtor, the Agent and the Secured Creditors and their respective successors and assigns, except that the Debtor shall not have the right to assign its rights or obligations under this Agreement or any interest herein, without the prior written consent of the Agent and the Secured Creditors.

7.8. Survival of Representations. All representations and warranties of the Debtor contained in this Agreement shall survive the execution and delivery of this Agreement.

7.9. Taxes and Expenses. Any taxes (including, without limitation, any sales, gross receipts, general corporation, personal property, privilege or license taxes, but not including any federal or other taxes imposed upon the Agent or any Secured Creditor, with respect to its gross or net income or profits arising out of this Agreement) payable or ruled payable by any Federal or State authority in respect of this Agreement shall be paid by the Debtor in accordance with the terms of the Credit Agreement. The Debtor shall reimburse (a) the Agent for any and all reasonable out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and

— accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Agent) paid or incurred by the Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral), and (b) the Agent and each Secured Creditor for any and all reasonable out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Agent or such Secured Creditor) paid or incurred by the Agent or such Secured Creditor in connection with the collection and enforcement of this Agreement.

7.10. Headings. The title of and section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Agreement.

7.11. Termination. This Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations or commitments therefor outstanding) until the payment in full of the Secured Obligations and the termination of the Credit Agreement in accordance with its terms, at which time the security interests granted hereby shall terminate and any and all rights to the Collateral shall revert to the Debtor. Upon such termination, the Agent shall promptly return to the Debtor, at the Debtor's expense, such of the Collateral held by the Agent as shall not have been sold or otherwise applied pursuant to the terms hereof. The Agent will promptly execute and deliver to the Debtor such other documents as the Debtor shall reasonably request to evidence such termination.

7.12. Entire Agreement. This Agreement and the Loan Documents embody the entire agreement and understanding between the Debtor and the Agent relating to the Collateral and supersede all prior agreements and understandings between the Debtor and the Agent relating to the Collateral.

7.13. Indemnity. The Debtor hereby agrees to assume liability for, and does hereby agree to indemnify and keep harmless the Agent and each Secured Creditor, its successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature, imposed on, incurred by or asserted against the Agent or any Secured Creditor, or its successors, assigns, agents and employees, in any way relating to or arising out of this Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (other than liability resulting from the gross negligence or wilful misconduct of the Agent or any such Secured Creditor).

7.14. Releases. Upon termination of this Agreement in accordance with the provisions of Section 7.11 hereof (or, if earlier, upon the abandonment or sale of any particular item of Collateral in accordance with the terms of the Credit Agreement), the Agent and the Secured Creditors shall, at the Debtor's request and expense, execute such releases as the Debtor may reasonably request, in form and upon terms acceptable to the Agent and the Secured Creditors in all respects.

7.15. Waivers. Except to the extent expressly otherwise provided herein or in any other Loan Document, the Debtor waives, to the extent permitted by applicable law, (a) any right to require either the Agent or any Secured Creditor to proceed against any other person, to exhaust its rights in any other collateral, or to pursue any other right which either the Agent or any Secured Creditor may have, and (b) with respect to the Secured Obligations, presentment and demand for payment, protest, notice of protest and non-payment, and notice of the intention to accelerate.

7.16. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement shall be effective when it has been executed by the Debtor and the Agent.

7.17. **CHOICE OF LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS, WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS, OF THE STATE OF ILLINOIS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

7.18. Marshalling. Neither the Agent nor any Secured Creditor shall be under any obligation to marshal any assets in favor of the Debtor or any other party or against or in payment of any or all of the Secured Obligations.

8. **THE AGENT.**

Bank of America National Trust and Savings Association has been appointed as Agent for the Secured Creditors hereunder and has agreed to act (and any successor Agent shall act) as such hereunder only on the express conditions contained in Article X of the Credit Agreement. Any successor Agent appointed pursuant to Article X of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Agent hereunder.

9. **NOTICES.**

9.1. Sending Notices. Any notice required or permitted to be given under this Agreement shall be given in the case of the Debtor, the Agent and each Lender, in accordance with the Credit Agreement.

9.2. Change in Address for Notices. The Debtor, the Agent or any Secured Creditor may change the address for service of notice upon it by a notice in writing to the other.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

OSHKOSH TRUCK CORPORATION,
as Debtor

By: Charles J. Ayer
Title: EVP + CEO

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION,
as Agent

By: David A. Johanson
David A. Johanson
Title: Vice President

S-1
[TRADEMARK AGREEMENT]

TRADEMARK
REEL: 1764 FRAME: 0752

STATE OF WISCONSIN)
) SS:
COUNTY OF MILWAUKEE)

The foregoing Trademark Agreement was executed and acknowledged before me this 26th day of February, 1998 by Charles S. Saus, personally known to me to be the Ex VP + CFO of Oshkosh Truck Corporation, a Wisconsin corporation, on behalf of such corporation.

Tambre L. Ruud
NOTARY PUBLIC TAMBRE L. RUUD

My Commission Expires: 3-25-2001

(SEAL)

EXHIBIT A TO TRADEMARK SECURITY AGREEMENT
 LIST OF TRADEMARKS, TRADE NAMES, SERVICE MARKS
 AND APPLICATIONS FOR REGISTRATIONS OF TRADEMARKS, TRADE NAMES AND
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OSHKOSH TRUCK CORPORATION

U.S. AND FOREIGN TRADEMARK REGISTRATIONS

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Oshkosh (Switzerland)	309490	8/5/80

U.S. AND FOREIGN TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
The Heavy Duty Specialist		Pending
Phoenix	75159726 U.S.	9/3/96 •
Solutions That Are Breaking		
New Ground	75130640 U.S.	7/8/96 • ✓
TruckBuilder	74719728 U.S.	8/24/95 • ✓
Oshkosh (Australia)	701,162 Foreign	1/24/96
Oshkosh & Design (Australia)	701,163 Foreign	1/24/96
Oshkosh (Bahrain)	484/95 "	4/30/95
Oshkosh & Design (Bahrain)	485/95 "	4/30/95
Oshkosh (Brazil)	"	Pending
Oshkosh & Design (Brazil)	"	Pending
Oshkosh (Egypt)	99589 "	1/29/96
Oshkosh & Design (Egypt)	99590 "	1/29/96
Fast	75242890 U.S.	2/18/97 •

⑨ TOTAL

EXHIBIT B TO TRADEMARK SECURITY AGREEMENT
LICENSES

OSHKOSH TRUCK CORPORATION

NONE

EXHIBIT C TO TRADEMARK SECURITY AGREEMENT

PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS
LOCATION OF TRADEMARK DOCUMENTS

OSHKOSH TRUCK CORPORATION

2307 Oregon Street
Oshkosh, Wisconsin 54901

Baker & McKenzie
130 East Randolph Drive
Chicago, Illinois 60601

Foley & Lardner
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202