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08-07-1998

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



Tab settings

To the Honorable Commissioner of Patent

100787476

Send original documents or copy thereof.

MRO 8-3-98

1. Name of conveying party(ies):

McNeilus Truck & Manufacturing, Inc.

- 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 designator 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: 28

7. Total fee (37 CFR 3.41).....\$ 715.00

- 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 0000058 2135729

DO NOT USE THIS SPACE

01 FC:401 40.00 CP
02 FC:402 675.00 CP

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: 28

Continuation Item 4

EXHIBIT A TO TRADEMARK SECURITY AGREEMENT

MCNEILUS TRUCK AND MANUFACTURING, INC.

UNITED STATES TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
AUTO REACH	2,135,729	2/10/98 .
METRO-PAK MUNICIPAL REAR LOADER & Design	2,132,362	1/27/98 .
PACSTAR	2,123,752	12/23/97 .
MTM & Design	1,982,478	6/25/96 .
INNOVATOR	2,041,236	2/25/97 .
MCNEILUS MTM & Design	1,764,062	4/13/93 .
MCNEILUS (Stylized)	1,848,492	8/9/94 .
MQA NO QUESTIONS ASKED WARRANTY & Design	1,740,211	12/15/92 .
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UNI-DRIVE	1,099,275	8/15/78
BOOST A LOAD	786,175	3/2/65
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UNITED STATES TRADEMARK APPLICATIONS

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CENTURY	75/233,613	1/28/97
CENTURY II	75/232,171	1/28/97
METRO-PAK	75/224,897	1/13/97

MCNEILUS TRUCK & MANUFACTURING, INC.

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement") is dated as of February 26, 1998 by and between MCNEILUS TRUCK & MANUFACTURING, INC., a Minnesota corporation (the "Guarantor"), 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 Oshkosh Truck Corporation, a Wisconsin corporation and the direct or indirect corporate parent of the Guarantor ("Oshkosh"), 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 Oshkosh.

B. Pursuant to the Subsidiary Guaranty, dated as of February 26, 1998 (the "Guaranty"), the Guarantor and the other entities signatory thereto jointly and severally guaranteed the payment when due of all obligations and liabilities of Oshkosh under or with respect to the Credit Agreement and the other Loan Documents.

C. As a condition to entering into the Credit Agreement and extending credit under the Credit Agreement, the Secured Creditors have required that the Guarantor 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.

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

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

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

"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 Guarantor's possession related to the production and sale by the Guarantor, or any Affiliate, Subsidiary, licensee or subcontractor thereof, of products or services sold by or under the authority of the Guarantor 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 Guaranty.

"Subsidiary Security Agreement" means the Security Agreement, dated as of February 26, 1998, between the Guarantor, the other entities signatory thereto 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 Guarantor hereby grants to the Agent, for the benefit of itself and the Secured Creditors, a security interest in all of the Guarantor'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 Guarantor 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 Guarantor 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 Guarantor'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 Guarantor represents and warrants to the Agent and the Secured Creditors that:

3.1. Principal Location. As of the date hereof, the Guarantor'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 Guarantor 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 Guarantor 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 Guarantor.

4. COVENANTS.

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

4.1. Preservation of Value. The Guarantor 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 Guarantor 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 Guarantor. The Guarantor 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 Guarantor. The Guarantor 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 Guarantor 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 Guarantor 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 Guarantor's right, title and interest in any material Trademark or the Guarantor'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 Guarantor 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 Guarantor, 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 Subsidiary Security Agreement.

7. GENERAL PROVISIONS.

7.1. Notice of Disposition of Collateral. The Guarantor 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 Guarantor, 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 Guarantor 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 Guarantor has agreed to perform or pay in this Agreement and the Guarantor shall reimburse the Agent for any amounts paid by the Agent pursuant to this Section 7.2. The

Guarantor'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 Guarantor 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 Guarantor 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 Guarantor 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 Guarantor 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 Guarantor contained in this Agreement, that the covenants of the Guarantor contained in the Sections referred to in this Section 7.4 shall be specifically enforceable against the Guarantor.

7.5. Dispositions Not Authorized. Except as provided for by the Credit Agreement and herein, the Guarantor is not authorized to sell or otherwise dispose of the Collateral and notwithstanding any course of dealing between the Guarantor 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 Guarantor, the Agent and the Secured Creditors and their respective successors and assigns, except that the Guarantor 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 Guarantor 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 Guarantor in accordance with the terms of the Credit Agreement. The Guarantor 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 Guarantor. Upon such termination, the Agent shall promptly return to the Guarantor, at the Guarantor'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 Guarantor such other documents as the Guarantor 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 Guarantor and the Agent relating to the Collateral and supersede all prior agreements and understandings between the Guarantor and the Agent relating to the Collateral.

7.13. Indemnity. The Guarantor 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 Guarantor's request and expense, execute such releases as the Guarantor 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 Guarantor 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 Guarantor 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 Guarantor 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 Guarantor, the Agent and each Lender, in accordance with the terms of the Guaranty.

9.2. Change in Address for Notices. The Guarantor, 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.

MCNEILUS TRUCK & MANUFACTURING,
INC.,
as Guarantor

By: Charles J. Ayers
Title: EXECUTIVE VICE PRESIDENT &
CHIEF FINANCIAL OFFICER

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION,
as Agent

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

STATE OF WISCONSIN)
) SS:
COUNTY OF MILWAUKEE)

The foregoing Trademark Security Agreement was executed and acknowledged before me this 26th day of February, 1998 by Charles L. Szeas, personally known to me to be the Ex VP CFO of McNeilus Truck and Manufacturing, Inc., a Minnesota corporation, on behalf of such corporation.

Tambrel Ruud
NOTARY PUBLIC TAMBREL RUUD

My Commission Expires: 3-25-2001

(SEAL)

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EXHIBIT B TO TRADEMARK SECURITY AGREEMENT

MCNEILUS TRUCK AND MANUFACTURING, INC.

NONE

EXHIBIT C TO TRADEMARK SECURITY AGREEMENT
PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS

MCNEILUS TRUCK AND MANUFACTURING, INC.

Highway 14 East
Box 70
Dodge Center, Minnesota 55927

2307 Oregon Street
Oshkosh, Wisconsin 54901

Merchant, Gould
3100 Norwest Center
90 South Seventh Street
Minneapolis, Minnesota 55402

Haugen and Nikolai, P.A.
820 International Centre
900 Second Avenue South
Minneapolis, Minnesota 55402