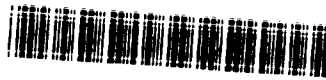


2.26.99

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03-03-1999



Tab settings

100977058

To the Honorable Commissioner of Patents and Trademarks, 100977058 final documents or copy thereof.

1. Name of conveying party(ies): HARVARD INDUSTRIES, INC.

Individual(s)                       Association

General Partnership               Limited Partnership

Corporation-State (Florida)

Other \_\_\_\_\_

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

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

Name: General Electric Capital Corporation, as Administrative Agent

Internal Address: \_\_\_\_\_

Street Address: 201 High Ridge Road

City: Stamford State: CT ZIP: 06927

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation-State New York

Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation must be a separate document from Assignment)

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

3. Nature of conveyance:

Assignment                       Merger

Security Agreement               Change of Name

Other \_\_\_\_\_

Execution Date: November 24, 1998

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

A. Trademark Application No.(s)

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s) see attached Continuation of Item Four from Recordation Cover Sheet

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

Name: Lori E. Lesser, 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 registrations involved: 10

7. Total fee (37 CFR 3.41): ..... \$265

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.*

Lori E. Lesser, Esq.                                            2-26-99

Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet: 3

03/02/1999 JWH/TLS 0000693 384493  
40.00 DP  
255.00 DP

**CONTINUATION OF ITEM ONE FROM RECORDATION COVER SHEET**

**1. Name of conveying party(ies):**

DOEHLER-JARVIS, INC. (DE Corporation)  
HARVARD TRANSPORTATION CORPORATION (MI Corporation)  
DOEHLER-JARVIS GREENEVILLE, INC. (DE Corporation)  
POTTSTOWN PRECISION CASTING, INC. (DE Corporation)  
DOEHLER-JARVIS TECHNOLOGIES, INC. (DE Corporation)  
DOEHLER-JARVIS TOLEDO, INC. (DE Corporation)  
HARMAN AUTOMOTIVE, INC. (MI Corporation)  
HAYES-ALBION CORPORATION (MI Corporation)  
THE KINGSTON-WARREN CORPORATION (NH Corporation)

**CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET\**

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

<b>Application/Registration No.</b>
584,493
666,478
768,090
1,194,994
1,277,890
1,309,637
1,336,270
1,748,115
1,802,547
1,816,616

---

**COLLATERAL AGREEMENT**

made by

**HARVARD INDUSTRIES, INC.  
DOEHLER-JARVIS, INC.,  
HARVARD TRANSPORTATION CORPORATION,  
DOEHLER-JARVIS GREENEVILLE, INC.,  
POTTSTOWN PRECISION CASTING, INC.,  
DOEHLER-JARVIS TECHNOLOGIES, INC.,  
DOEHLER-JARVIS TOLEDO, INC.,  
HARMAN AUTOMOTIVE, INC.,  
HAYES-ALBION CORPORATION, and  
THE KINGSTON-WARREN CORPORATION**

in favor of

**GENERAL ELECTRIC CAPITAL CORPORATION,  
as Administrative Agent**

**Dated as of November 24, 1998**

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## COLLATERAL AGREEMENT

COLLATERAL AGREEMENT, dated as of November 24, 1998, made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among HARVARD INDUSTRIES, INC., a Delaware corporation, DOEHLER-JARVIS, INC., a Delaware corporation, HARVARD TRANSPORTATION CORPORATION, a Michigan corporation, DOEHLER-JARVIS GREENEVILLE, INC., a Delaware corporation, POTTSTOWN PRECISION CASTING, INC., a Delaware corporation, DOEHLER-JARVIS TECHNOLOGIES, INC., a Delaware corporation, DOEHLER-JARVIS TOLEDO INC., a Delaware corporation, HARMAN AUTOMOTIVE, INC., a Michigan corporation, HAYES-ALBION CORPORATION, a Michigan corporation, THE KINGSTON-WARREN CORPORATION, a New Hampshire corporation (collectively, the "Borrowers"), the Lenders, LEHMAN BROTHERS INC., as advisor and arranger (in such capacity, the "Arranger"), LEHMAN COMMERCIAL PAPER INC., as syndication agent (in such capacity, the "Syndication Agent") and GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent.

### W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors are members of an affiliated group of companies;

WHEREAS, the Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Administrative Agent for the benefit of the Agents and the Lenders;

NOW, THEREFORE, in consideration of the premises and to induce the Arranger, the Agents and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent, for the benefit of the Agents and the Lenders, as follows:

## SECTION 1. DEFINED TERMS

1.1 **Definitions.** (a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and the following terms which are defined in the Uniform Commercial Code in effect in the State of New York on the date hereof are used herein as so defined: Chattel Paper, Documents, Farm Products, Instruments and Investment Property.

(b) The following terms shall have the following meanings:

**"Agreement"**: this Collateral Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

**"Collateral"**: as defined in Section 2.

**"Collateral Account"**: any collateral account established by the Administrative Agent as provided in Section 5.1 or 5.4.

**"Contracts"**: the contracts and agreements listed in Schedule 7, as the same may be amended, supplemented or otherwise modified from time to time, including, without limitation, (i) all rights of any Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of any Grantor to damages arising thereunder and (iii) all rights of any Grantor to perform and to exercise all remedies thereunder.

**"Copyrights"**: (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed in Schedule 6), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) the right to obtain all renewals thereof.

**"Copyright Licenses"**: any written agreement naming any Grantor as licensor (including, without limitation, those listed in Schedule 6) granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

**"General Intangibles"**: all "general intangibles" as such term is defined in Section 9-106 of the Uniform Commercial Code in effect in the State of New York on the date hereof and, in any event, including, without limitation, with respect to any Grantor, all contracts, agreements, instruments and indentures in any form, and portions thereof, to which such Grantor is a party or under which such Grantor has any right, title or interest or to which such Grantor or any



property of such Grantor is subject, as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (i) all rights of such Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of such Grantor to damages arising thereunder and (iii) all rights of such Grantor to perform and to exercise all remedies thereunder, in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement in its right, title and interest in such contract, agreement, instrument or indenture is not prohibited by such contract, agreement, instrument or indenture without the consent of any other party thereto, would not give any other party to such contract, agreement, instrument or indenture the right to terminate its obligations thereunder, or is permitted with consent if all necessary consents to such grant of a security interest have been obtained from the other parties thereto (it being understood that the foregoing shall not be deemed to obligate such Grantor to obtain such consents); **provided**, that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Grantor of a security interest pursuant to this Agreement in any Receivable or any money or other amounts due or to become due under any such contract, agreement, instrument or indenture.

**"Intellectual Property"**: the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses that are owned, held or used in the business of any Grantor or any of its Subsidiaries, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

**"Intercompany Note"**: any promissory note evidencing loans made by any Grantor to any of its Subsidiaries (that is not a Grantor).

**"Intercreditor Agreement"**: the Intercreditor Agreement among (i) Norwest Bank Minnesota, N.A., as Trustee, (ii) the Administrative Agent and (iii) the Borrower Representative, dated as of November 24, 1998.

**"Issuers"**: the collective reference to each issuer of a Pledged Security.

**"New York UCC"**: the Uniform Commercial Code as from time to time in effect in the State of New York.

**"Obligations"**: the collective reference to the unpaid principal of and interest on the Loans and Reimbursement Obligations and all other obligations and liabilities of the Borrowers (including, without limitation, interest accruing at the then applicable rate provided in the Credit Agreement after the maturity

of the Loans and Reimbursement Obligations and interest accruing at the then applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to any Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to the Agents or any Lender (or, in the case of any Hedge Agreement referred to below, any Affiliate of any Lender), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, this Agreement, the other Loan Documents, any Letter of Credit or any Hedge Agreement entered into by the Borrowers with any Lender (or any Affiliate of any Lender) or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Agents or to the Lenders that are required to be paid by the Borrowers pursuant to the terms of any of the foregoing agreements).

**"Patents"**: (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to in Schedule 6, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 6, and (iii) all rights to obtain any reissues or extensions of the foregoing.

**"Patent License"**: all agreements, whether written or oral, providing for the grant by Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 6.

**"Pledged Notes"**: all promissory notes listed on Schedule 2, all Intercompany Notes at any time issued to any Grantor and all other promissory notes issued to or held by any Grantor (other than promissory notes issued in connection with extensions of trade credit by any Grantor in the ordinary course of business).

**"Pledged Securities"**: the collective reference to the Pledged Notes and the Pledged Stock.

**"Pledged Stock"**: the shares of Capital Stock listed on Schedule 2, together with any other shares, stock certificates, options or rights of any nature

whatsoever in respect of the Capital Stock of any Person that may be issued or granted to, or held by, any Grantor while this Agreement is in effect.

**"Proceeds"**: all "proceeds" as such term is defined in Section 9-306(1) of the Uniform Commercial Code in effect in the State of New York on the date hereof and, in any event, shall include, without limitation, all dividends or other income from the Pledged Securities, collections thereon or distributions or payments with respect thereto.

**"Receivable"**: any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including, without limitation, any Account).

**"Securities Act"**: the Securities Act of 1933, as amended.

**"Trademarks"**: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 6, and (ii) the right to obtain all renewals thereof.

**"Trademark License"**: any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 6.

**"Unperfected Collateral"**: as defined in Section 3.2.

**"Vehicles"**: all cars, trucks, trailers, construction and earth moving equipment and other vehicles covered by a certificate of title law of any state and all tires and other appurtenances to any of the foregoing.

**1.2 Other Definitional Provisions.** (a) The words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(c) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor's Collateral or the relevant part thereof.

## SECTION 2. GRANT OF SECURITY INTEREST

2.1 Collateral. For the purposes of this Agreement, all of the following property now owned or at any time hereafter acquired by a Grantor or in which a Grantor now has or at any time in the future may acquire any right, title or interest is collectively referred to as the "Collateral":

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all Contracts;
- (d) all Documents;
- (e) all Equipment;
- (f) all General Intangibles;
- (g) all Instruments;
- (h) all Intellectual Property;
- (i) all Inventory;
- (j) all Pledged Securities;
- (k) all Vehicles;
- (l) all Investment Property;
- (m) all deposit accounts and other bank accounts;
- (n) all books and records pertaining to the Collateral; and
- (o) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

**2.2 Grant of First Priority Security Interest.** As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, acceleration or otherwise) of the Obligations, each Grantor hereby grants, assigns and transfers to the Administrative Agent for the benefit of the Agents and the Lenders, a first priority security interest in all of its Collateral (except for Liens which by their terms do not permit other Liens to attach to the subject collateral), subject to Liens permitted by Section 7.3 of the Credit Agreement.

### SECTION 3. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby represents and warrants to the Administrative Agent and each Lender that:

**3.1 Title; No Other Liens.** Except for the security interest granted to the Administrative Agent for the benefit of the Agents and the Lenders pursuant to this Agreement and the other Liens permitted to exist on the Collateral by Section 7.3 of the Credit Agreement, such Grantor owns each item of the Collateral free and clear of any and all Liens or claims of others. No financing statement, other than with respect to the DIP Facilities, or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as have been filed in favor of the Administrative Agent, for the benefit of the Lenders, pursuant to this Agreement or as are permitted by the Credit Agreement or except as shall be terminated on the date hereof.

**3.2 Perfected Liens.** The security interests granted pursuant to this Agreement (a) upon completion of the filings and other actions specified on Schedule 3 (which, in the case of all filings and other documents referred to on said Schedule, have been delivered to the Administrative Agent in completed and duly executed form) will constitute valid perfected security interests in all of the Collateral (except for Vehicles and except for Intellectual Property not listed on Schedule 6 (the "Unperfected Collateral")) in favor of the Administrative Agent, for the benefit of the Agents and the Lenders, as collateral security for such Grantor's Obligations, enforceable in accordance with the terms hereof and applicable law against all creditors of such Grantor and (b) are prior to all other Liens on the Collateral in existence on the date hereof except for (i) Liens permitted by Section 7.3 of the Credit Agreement, (ii) Liens which have priority over the Liens on the Collateral by operation of law and (iii) Liens described on Schedule 8.

**3.3 Chief Executive Office.** On the date hereof, such Grantor's jurisdiction of organization and the location of such Grantor's chief executive office or sole place of business are specified on Schedule 4.

**3.4 Inventory and Equipment.** On the date hereof, the Inventory and the Equipment (other than mobile goods) are kept at the locations listed on Schedule 5.

3.5 Farm Products. None of the Collateral constitutes, or is the Proceeds of, Farm Products.

3.6 Pledged Securities. (a) The shares of Pledged Stock pledged by such Grantor hereunder constitute all the issued and outstanding shares of all classes of the Capital Stock of each domestic Issuer owned by such Grantor.

(b) All the shares of the Pledged Stock have been duly and validly issued and are fully paid and nonassessable.

(c) Each of the Pledged Notes constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(d) Such Grantor is the record and beneficial owner of, and has good and marketable title to, the Pledged Securities pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other Person, except the security interest created by this Agreement.

3.7 Receivables. (a) No amount payable to such Grantor under or in connection with any Receivable is evidenced by any Instrument or Chattel Paper which has not been delivered to the Administrative Agent.

(b) Substantially all of the obligors on Receivables are not Governmental Authorities.

(c) The amounts represented by such Grantor to the Lenders from time to time as owing to such Grantor in respect of the Receivables will at such times be accurate.

3.8 Contracts. (a) No consent of any party (other than such Grantor) to any Contract is required, or purports to be required, in connection with the execution, delivery and performance of this Agreement.

(b) Each Contract is in full force and effect and constitutes a valid and legally enforceable obligation of the parties thereto, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(c) No consent or authorization of, filing with or other act by or in respect of any Governmental Authority is required in connection with the execution, delivery,

performance, validity or enforceability of any of the Contracts by any party thereto other than those which have been duly obtained, made or performed, are in full force and effect and do not subject the scope of any such Contract to any material adverse limitation, either specific or general in nature.

(d) Neither such Grantor nor (to the best of such Grantor's knowledge) any of the other parties to the Contracts is in default in the performance or observance of any of the terms thereof in any manner that, in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(e) The right, title and interest of such Grantor in, to and under the Contracts are not subject to any defenses, offsets, counterclaims or claims that, in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(f) Such Grantor has delivered to the Administrative Agent a complete and correct copy of each Contract, including all amendments, supplements and other modifications thereto.

(g) No amount payable to such Grantor under or in connection with any Contract is evidenced by any Instrument or Chattel Paper which has not been delivered to the Administrative Agent.

(h) None of the parties to any Contract is a Governmental Authority.

**3.9 Intellectual Property.** (a) Schedule 6 lists all registrations, applications for, and all material unregistered Intellectual Property owned by such Grantor in its own name on the date hereof.

(b) On the date hereof, all material Intellectual Property is valid, subsisting, unexpired and enforceable, has not been abandoned and, to the best knowledge of such Grantor, does not infringe the intellectual property rights of any other Person.

(c) Except as set forth in Schedule 6, on the date hereof, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.

(d) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(e) No action or proceeding is pending, or, to the knowledge of such Grantor, threatened, on the date hereof (i) seeking to limit, cancel or question the validity of any Intellectual Property or such Grantor's ownership interest therein, or (ii) which, if

adversely determined, would have a material adverse effect on the value of any Intellectual Property.

#### SECTION 4. COVENANTS

Each Grantor covenants and agrees with the Administrative Agent and the Lenders that, from and after the date of this Agreement until the Obligations shall have been paid in full, no Letter of Credit shall be outstanding and the Commitments shall have terminated:

4.1 Delivery of Instruments and Chattel Paper. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument or Chattel Paper, such Instrument or Chattel Paper shall be immediately delivered to the Administrative Agent, duly indorsed in a manner satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Agreement.

4.2 Maintenance of Insurance. (a) Such Grantor will maintain, with financially sound and reputable companies, insurance policies (i) insuring the Inventory, Equipment and Vehicles against loss by fire, explosion, theft and such other casualties as may be reasonably satisfactory to the Administrative Agent and (ii) to the extent requested by the Administrative Agent, insuring such Grantor, the Administrative Agent and the Lenders against liability for personal injury and property damage relating to such Inventory, Equipment and Vehicles, such policies to be in such form and amounts and having such coverage as may be reasonably satisfactory to the Administrative Agent and the Lenders.

(b) All such insurance shall (i) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least 30 days after receipt by the Administrative Agent of written notice thereof, (ii) name the Administrative Agent as insured party or loss payee, (iii) if reasonably requested by the Administrative Agent, include a breach of warranty clause and (iv) be reasonably satisfactory in all other respects to the Administrative Agent.

(c) Upon the reasonable request of the Administrative Agent, the Borrowers shall deliver to the Administrative Agent and the Lenders a report of a reputable insurance broker with respect to such insurance substantially concurrently with the delivery by the Borrowers to the Administrative Agent of their audited financial statements for each fiscal year and such supplemental reports with respect thereto as the Administrative Agent may from time to time reasonably request.

4.3 Payment of Obligations. Such Grantor will pay and discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all taxes (except as may be treated under the Plan of Reorganization), assessments and governmental charges or levies imposed upon the Collateral or in respect of income or profits



therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if the amount or validity thereof is currently being contested in good faith by appropriate proceedings, reserves in conformity with GAAP with respect thereto have been provided on the books of such Grantor and such proceedings could not reasonably be expected to result in the sale, forfeiture or loss of any material portion of the Collateral or any interest therein.

**4.4 Maintenance of Perfected Security Interest: Further Documentation.**

(a) Such Grantor shall maintain the security interest created by this Agreement as a perfected security interest (except with respect to Unperfected Collateral, to the extent that filing of UCC financing statements is insufficient to perfect a security interest in such Unperfected Collateral) having at least the priorities described in Section 2 and shall defend such security interest against the claims and demands of all Persons whomsoever.

(b) Such Grantor will furnish to the Administrative Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Administrative Agent may reasonably request, all in reasonable detail.

(c) At any time and from time to time, upon the written request of the Administrative Agent, and at the sole expense of such Grantor, such Grantor will promptly and duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Administrative Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby.

**4.5 Changes in Locations, Name, etc.** Such Grantor will not, except upon 15 days' prior written notice to the Administrative Agent and delivery to the Administrative Agent of (a) all additional executed financing statements and other documents reasonably requested by the Administrative Agent to maintain the validity, perfection and priority of the security interests provided for herein and (b) if applicable, a written supplement to Schedule 5 showing any additional location at which Inventory or Equipment shall be kept:

(i) permit any of the Inventory or Equipment to be kept at a location other than those listed on Schedule 5, except with respect to Equipment under repair and held by bailees;

(ii) change the location of its chief executive office or sole place of business from that referred to in Section 3.3; or

(iii) change its name, identity or corporate structure to such an extent that any financing statement filed by the Administrative Agent in connection with this Agreement would become misleading.

4.6 Notices. Such Grantor will advise the Administrative Agent and the Lenders promptly, in reasonable detail, of:

(a) any Lien (other than security interests created hereby or Liens permitted under the Credit Agreement) on any of the Collateral which would adversely affect the ability of the Administrative Agent to exercise any of its remedies hereunder; and

(b) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the security interests created hereby (the materiality of the adverse nature of any such occurrence or other event will not be presumed by the sending of any such notice).

4.7 Pledged Securities. (a) If such Grantor shall become entitled to receive or shall receive any stock certificate (including, without limitation, any certificate representing a stock dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights in respect of the Capital Stock of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares of the Pledged Stock, or otherwise in respect thereof, such Grantor shall accept the same as the agent of the Administrative Agent and the Lenders, hold the same in trust for the Administrative Agent and the Lenders and deliver the same forthwith to the Administrative Agent in the exact form received, duly indorsed by such Grantor to the Administrative Agent, if required, together with an undated stock power covering such certificate duly executed in blank by such Grantor and with, if the Administrative Agent so requests, signature guaranteed, to be held by the Administrative Agent, subject to the terms hereof, as additional collateral security for the Obligations. Subject to the provisions of the Credit Agreement any sums paid upon or in respect of the Pledged Securities upon the liquidation or dissolution of any Issuer shall be paid over to the Administrative Agent to be held by it hereunder as additional collateral security for the Obligations, and in case any distribution of capital shall be made on or in respect of the Pledged Securities or any property shall be distributed upon or with respect to the Pledged Securities pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall, unless otherwise subject to a perfected security interest in favor of the Administrative Agent, be delivered to the Administrative Agent to be held by it hereunder as additional collateral security for the Obligations. If any sums of money or property so paid or distributed in respect of the Pledged Securities shall be received by such Grantor, such Grantor shall, until such money or property is paid or delivered to the Administrative Agent, hold such money or property in trust for the Lenders, segregated from other funds of such Grantor, as additional collateral security for the Obligations.

(b) Without the prior written consent of the Administrative Agent, such Grantor will not (i) vote to enable, or take any other action to permit, any Issuer to issue any stock or other equity securities of any nature or to issue any other securities convertible into or granting the right to purchase or exchange for any stock or other equity securities of any nature of any Issuer, (ii) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Pledged Securities or Proceeds thereof (except pursuant to a transaction expressly permitted by the Credit Agreement), (iii) create, incur or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, any of the Pledged Securities or Proceeds thereof, or any interest therein, except for the security interests created by this Agreement or (iv) enter into any agreement or undertaking restricting the right or ability of such Grantor or the Administrative Agent to sell, assign or transfer any of the Pledged Securities or Proceeds thereof.

(c) In the case of each Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Pledged Securities issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Section 4.7(a) with respect to the Pledged Securities issued by it and (iii) the terms of Sections 5.3(c) and 5.7 shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 5.3(c) or 5.7 with respect to the Pledged Securities issued by it.

**4.8 Receivables.** (a) Other than in the ordinary course of business consistent with its past practice, such Grantor will not (i) grant any extension of the time of payment of any Receivable, (ii) compromise or settle any Receivable for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Receivable, (iv) allow any credit or discount whatsoever on any Receivable or (v) amend, supplement or modify any Receivable in any manner that could adversely affect the value thereof.

(b) Such Grantor will deliver to the Administrative Agent a copy of each material demand, notice or document received by it that questions or calls into doubt the validity or enforceability of more than 5% of the aggregate amount of the then outstanding Receivables.

**4.9 Contracts.** (a) Such Grantor will perform and comply in all material respects with all its obligations under the Contracts.

(b) Such Grantor will not amend, modify, terminate or waive any provision of any Contract in any manner which could reasonably be expected to materially adversely affect the value of such Contract as Collateral.

(c) Such Grantor will exercise promptly and diligently each and every material right which it may have under each Contract (other than any right of termination).

(d) Such Grantor will deliver to the Administrative Agent a copy of each material demand, notice or document received by it relating in any way to any Contract that questions the validity or enforceability of such Contract.

**4.10 Intellectual Property.** (a) Such Grantor (either itself or through licensees) will (i) continue to use each material Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under each material Trademark, (iii) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable Requirements of Law, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of each material Trademark unless the Administrative Agent, for the benefit of the Lenders, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby each material Trademark may become invalidated or impaired in any way.

(b) Such Grantor (either itself or through licensees) will not do any act, or omit to do any act, whereby any material Patent may become forfeited, abandoned or dedicated to the public.

(c) Such Grantor (either itself or through licensees) (i) will not (and will not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any material Copyright may become invalidated or otherwise impaired or fall into the public domain.

(d) Such Grantor (either itself or through licensees) will not do any act that knowingly uses any material Intellectual Property to infringe the intellectual property rights of any other Person.

(e) Such Grantor will notify the Administrative Agent and the Lenders immediately if it knows, or has reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country) regarding such Grantor's ownership of, or the validity of, any material Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

(f) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to the Administrative Agent within five Business Days

after the last day of the fiscal quarter in which such filing occurs. Upon request of the Administrative Agent, such Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as the Administrative Agent may request to evidence the Administrative Agent's and the Lenders' security interest in any Copyright, Patent or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby.

(g) Such Grantor will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the material Intellectual Property, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(h) In the event that any material Intellectual Property is infringed, misappropriated or diluted by a third party, such Grantor shall (i) take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and promptly notify the Administrative Agent after it learns thereof and take all appropriate remedial action, including, when appropriate, sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.

## SECTION 5. REMEDIAL PROVISIONS

5.1 Certain Matters Relating to Receivables. (a) The Administrative Agent shall have the right to make test verifications of the Receivables in any manner and through any medium that it reasonably considers advisable, and each Grantor shall furnish all such assistance and information as the Administrative Agent may require in connection with such test verifications. At any time and from time to time, upon the Administrative Agent's request and at the expense of the relevant Grantor, such Grantor shall cause independent public accountants or others satisfactory to the Administrative Agent to furnish to the Administrative Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Receivables; provided, however that unless a Default or Event Default shall have occurred and be continuing, the Administrative Agent shall request no more than two (2) such reports during any calendar year.

(b) The Administrative Agent hereby authorizes each Grantor to collect such Grantor's Receivables and the Administrative Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If required by the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Receivables, when collected by any Grantor, (i) shall be forthwith (and, in any event, within two Business Days) deposited by such

Grantor in the exact form received, duly indorsed by such Grantor to the Administrative Agent if required, in a Collateral Account maintained under the sole dominion and control of the Administrative Agent, subject to withdrawal by the Administrative Agent for the account of the Lenders only as provided in Section 5.5, and (ii) until so turned over, shall be held by such Grantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Grantor. Each such deposit of Proceeds of Receivables shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(c) At the Administrative Agent's request, each Grantor shall deliver to the Administrative Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Receivables, including, without limitation, all original orders, invoices and shipping receipts.

**5.2 Communications with Obligors: Grantors Remain Liable.** (a) The Administrative Agent in its own name or in the name of others may at any time after the occurrence and during the continuance of an Event of Default communicate with obligors under the Receivables and parties to the Contracts to verify with them to the Administrative Agent's satisfaction the existence, amount and terms of any Receivables or Contracts.

(b) Upon the request of the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall notify obligors on the Receivables and parties to the Contracts that the Receivables and the Contracts have been assigned to the Administrative Agent for the benefit of the Agents and the Lenders and that payments in respect thereof shall be made directly to the Administrative Agent.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of the Receivables and Contracts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither the Administrative Agent nor any Lender shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) or Contract by reason of or arising out of this Agreement or the receipt by the Administrative Agent or any Lender of any payment relating thereto, nor shall the Administrative Agent or any Lender be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto) or Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

**5.3 Pledged Stock.** (a) Unless an Event of Default shall have occurred and be continuing and the Administrative Agent shall have given notice to the relevant Grantor of the Administrative Agent's intent to exercise its corresponding rights pursuant to Section 5.3(b), each Grantor shall be permitted to receive all cash dividends paid in respect of the

Pledged Stock and all payments made in respect of the Pledged Notes, in each case paid in the normal course of business of the relevant Issuer and consistent with past practice, to the extent permitted in the Credit Agreement, and to exercise all voting and corporate rights with respect to the Pledged Securities; provided, however, that no vote shall be cast or corporate right exercised or other action taken which, in the Administrative Agent's reasonable judgment, would impair the Collateral or which would be inconsistent with or result in any violation of any provision of the Credit Agreement, this Agreement or any other Loan Document.

(b) If an Event of Default shall occur and be continuing and the Administrative Agent shall give notice of its intent to exercise such rights to the relevant Grantor or Grantors, (i) the Administrative Agent shall have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Pledged Securities and make application thereof to the Obligations in the order set forth in Section 5.5, and (ii) any or all of the Pledged Securities shall be registered in the name of the Administrative Agent or its nominee, and the Administrative Agent or its nominee may thereafter exercise (x) all voting, corporate and other rights pertaining to such Pledged Securities at any meeting of shareholders of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Pledged Securities as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Pledged Securities upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate structure of any Issuer, or upon the exercise by any Grantor or the Administrative Agent of any right, privilege or option pertaining to such Pledged Securities, and in connection therewith, the right to deposit and deliver any and all of the Pledged Securities with any committee, depositary, transfer agent, registrar or other designated agency upon such terms and conditions as the Administrative Agent may determine), all without liability except to account for property actually received by it, but the Administrative Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Pledged Securities pledged by such Grantor hereunder to (i) comply with any instruction received by it from the Administrative Agent in writing that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying, and (ii) unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Pledged Securities directly to the Administrative Agent.

5.4 Proceeds to be Turned Over To Administrative Agent. In addition to the rights of the Administrative Agent and the Lenders specified in Section 5.1 with respect to payments of Receivables, all Proceeds received by any Grantor consisting of cash, checks and other near-cash items shall be held by such Grantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Grantor, and shall, forthwith upon

receipt by such Grantor, be turned over to the Administrative Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Administrative Agent, if required). All Proceeds received by the Administrative Agent hereunder shall be held by the Administrative Agent in a Collateral Account maintained under its sole dominion and control. All Proceeds while held by the Administrative Agent in a Collateral Account (or by such Grantor in trust for the Administrative Agent and the Lenders) shall continue to be held as collateral security for all the Obligations and shall not constitute payment thereof until applied as provided in Section 5.5.

**5.5 Application of Proceeds.** If an Event of Default shall have occurred and be continuing, at any time at the Administrative Agent's election, the Administrative Agent may apply all or any part of Proceeds constituting Collateral, whether or not held in any Collateral Account in payment of the Obligations in the order specified in the Intercreditor Agreement.

**5.6 Code and Other Remedies.** If an Event of Default shall occur and be continuing, the Administrative Agent, on behalf of the Agents and the Lenders, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the New York UCC or any other applicable law. Without limiting the generality of the foregoing, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived) may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent or any Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent or any Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released. Each Grantor further agrees, at the Administrative Agent's request, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Administrative Agent shall apply the net proceeds of any action taken by it pursuant to this Section 5.6, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Administrative Agent and the Lenders hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Administrative Agent may elect, and only after such



application and after the payment by the Administrative Agent of any other amount required by any provision of law, including, without limitation, Section 9-504(1)(c) of the New York UCC, need the Administrative Agent account for the surplus, if any, to any Grantor. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Administrative Agent or any Lender arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

**5.7 Registration Rights.** (a) If the Administrative Agent shall determine to exercise its right to sell any or all of the Pledged Stock pursuant to Section 5.6, and if in the opinion of the Administrative Agent it is necessary or advisable to have the Pledged Stock, or that portion thereof to be sold, registered under the provisions of the Securities Act, the relevant Grantor will cause the Issuer thereof to (i) execute and deliver, and cause the directors and officers of such Issuer to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts as may be, in the opinion of the Administrative Agent, necessary or advisable to register the Pledged Stock, or that portion thereof to be sold, under the provisions of the Securities Act, (ii) use its best efforts to cause the registration statement relating thereto to become effective and to remain effective for a period of one year from the date of the first public offering of the Pledged Stock, or that portion thereof to be sold, and (iii) make all amendments thereto and/or to the related prospectus which, in the opinion of the Administrative Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto. Each Grantor agrees to cause such Issuer to comply with the provisions of the securities or "Blue Sky" laws of any and all jurisdictions which the Administrative Agent shall designate and to make available to its security holders, as soon as practicable, an earnings statement (which need not be audited) which will satisfy the provisions of Section 11(a) of the Securities Act.

(b) Each Grantor recognizes that the Administrative Agent may be unable to effect a public sale of any or all the Pledged Stock, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Administrative Agent shall be under no obligation to delay a sale of any of the Pledged Stock for the period of time necessary to permit the Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(c) Each Grantor agrees to use its best efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Stock pursuant to this Section 5.7 valid and binding and in compliance with any and all other applicable Requirements of Law. Each Grantor further agrees that a breach of any of the covenants contained in this Section 5.7 will cause irreparable injury to the Administrative Agent and the Lenders, that the Administrative Agent and the Lenders have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 5.7 shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred under the Credit Agreement.

5.8 Waiver: Deficiency. Each Grantor waives and agrees not to assert any rights or privileges which it may acquire under Section 9-112 of the New York UCC. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Obligations and the fees and disbursements of any attorneys employed by the Administrative Agent or any Lender to collect such deficiency.

## SECTION 6. THE ADMINISTRATIVE AGENT

### 6.1 Administrative Agent's Appointment as Attorney-in-Fact, etc. (a)

Each Grantor hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Administrative Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any or all of the following:

(i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable or Contract or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such moneys due under any Receivable or Contract or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as

the Administrative Agent may request to evidence the Administrative Agent's and the Lenders' security interest in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(iv) execute, in connection with any sale provided for in Section 5.6 or 5.7, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(v) (1) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (2) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (3) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (5) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (6) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Administrative Agent may deem appropriate; (7) assign any Copyright, Patent or Trademark (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion determine; and (8) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and do, at the Administrative Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Administrative Agent deems necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's and the Lenders' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Anything in this Section 6.1(a) to the contrary notwithstanding, the Administrative Agent agrees that it will not exercise any rights under the power of attorney

provided for in this Section 6.1(a) (except for the rights provided in Section 6.1(a)(iii)) unless an Event of Default shall have occurred and be continuing.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein, the Administrative Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) The expenses of the Administrative Agent incurred in connection with actions undertaken as provided in this Section 6.1, together with interest thereon at a rate per annum equal to the rate per annum at which interest would then be payable on past due Revolving Credit Loans that are Base Rate Loans under the Credit Agreement, from the date of payment by the Administrative Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Administrative Agent on demand.

(d) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

**6.2 Duty of Administrative Agent.** The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the New York UCC or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. Neither the Administrative Agent, any Lender nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Administrative Agent and the Lenders hereunder are solely to protect the Administrative Agent's and the Lenders' interests in the Collateral and shall not impose any duty upon the Administrative Agent or any Lender to exercise any such powers. The Administrative Agent and the Lenders shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

**6.3 Execution of Financing Statements.** Pursuant to Section 9-402 of the New York UCC and any other applicable law, each Grantor authorizes the Administrative Agent to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of such Grantor in such form and in such offices as the Administrative Agent reasonably determines appropriate to perfect the security interests of the Administrative Agent under this Agreement. A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction.

**6.4 Authority of Administrative Agent.** Each Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the Lenders, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Grantors, the Administrative Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

## SECTION 7. MISCELLANEOUS

**7.1 Amendments in Writing.** None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement.

**7.2 Notices.** All notices, requests and demands to or upon the Administrative Agent or any Grantor hereunder shall be effected in the manner provided for in Section 10.2 of the Credit Agreement.

**7.3 No Waiver by Course of Conduct: Cumulative Remedies.** Neither the Administrative Agent nor any Lender shall by any act (except by a written instrument pursuant to Section 7.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent or any Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent or such Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

**7.4 Enforcement Expenses: Indemnification.** (a) Each Grantor agrees to pay or reimburse each Lender and the Administrative Agent for all its costs and expenses incurred in enforcing or preserving any rights under this Agreement and the other Loan Documents to which such Grantor is a party, including, without limitation, the fees and disbursements of counsel (including the allocated fees and expenses of in-house counsel) to each Lender and of counsel to the Administrative Agent.

(b) Each Grantor agrees to pay, and to save the Administrative Agent and the Lenders harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Agreement.

(c) The agreements in this Section shall survive repayment of the Obligations and all other amounts payable under the Credit Agreement and the other Loan Documents.

**7.5 Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Administrative Agent and the Lenders and their successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent.

**7.6 Set-Off.** Each Grantor hereby irrevocably authorizes the Administrative Agent and each Lender at any time and from time to time while an Event of Default shall have occurred and be continuing, without notice to such Grantor or any other Grantor, any such notice being expressly waived by each Grantor, to set-off and appropriate and apply any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the Administrative Agent or such Lender to or for the credit or the account of such Grantor (other than for the account of any Grantor acting in a fiduciary or other special capacity), or any part thereof in such amounts as the Administrative Agent or such Lender may elect, against and on account of the obligations and liabilities of such Grantor to the Administrative Agent or such Lender hereunder and claims of every nature and description of the Administrative Agent or such Lender against such Grantor, in any currency, whether arising hereunder, under the Credit Agreement, any other Loan Document or otherwise, as the Administrative Agent or such Lender may elect, whether or not the Administrative Agent or any Lender has made any demand for payment and although such obligations, liabilities and claims may be contingent or unmatured. The Administrative Agent and each Lender shall notify such Grantor promptly of any such set-off and the application made by the Administrative Agent or such Lender of the proceeds thereof, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Administrative Agent and each Lender under this Section are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Administrative Agent or such Lender may have.

**7.7 Counterparts.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

7.8 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

7.9 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

7.10 Integration. This Agreement and the other Loan Documents represent the agreement of the Grantors, the Administrative Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to subject matter hereof and thereof not expressly set forth or referred to herein or in the other Loan Documents.

**7.11 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

7.12 Submission To Jurisdiction; Waivers. Each Grantor hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in Section 7.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent permitted by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

**7.13 Acknowledgements.** Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and the Administrative Agent and Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Grantors and the Lenders.

**7.14 Additional Grantors.** Each Subsidiary of a Borrower that is required to become a party to this Agreement pursuant to Section 6.11 of the Credit Agreement shall become a Grantor for all purposes of this Agreement upon execution and delivery by such Subsidiary of an Assumption Agreement in the form of Annex 1 hereto.

**7.15 Releases.** (a) At such time as the Loans, the Reimbursement Obligations and the other Obligations shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding, the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Administrative Agent shall deliver to such Grantor any Collateral held by the Administrative Agent hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) If any of the Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Credit Agreement, then the Administrative Agent, at the request and sole expense of such Grantor, shall execute and




deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral.

**7.16 WAIVER OF JURY TRIAL. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.**

IN WITNESS WHEREOF, each of the undersigned has caused this Collateral Agreement to be duly executed and delivered as of the date first above written.

HARVARD INDUSTRIES, INC.  
DOEHLER-JARVIS, INC.  
HARVARD TRANSPORTATION  
CORPORATION  
DOEHLER-JARVIS GREENEVILLE, INC.  
POTTSTOWN PRECISION CASTING, INC.  
DOEHLER-JARVIS TECHNOLOGIES, INC.  
DOEHLER-JARVIS TOLEDO, INC.  
HARMAN AUTOMOTIVE, INC.  
HAYES-ALBION CORPORATION  
THE KINGSTON-WARREN CORPORATION

By:   
Title:

## INDEX OF SCHEDULES

Schedule 1:	Notice Addresses of Guarantors
Schedule 2:	Description of Pledged Securities
Schedule 3:	Filings and Other Actions Required to Perfect Security Interests
Schedule 4:	Location of Jurisdiction of Organization and Chief Executive Office
Schedule 5:	Locations of Inventory and Equipment
Schedule 6:	Copyrights and Copyright Licenses
Schedule 7:	Contracts
Schedule 8:	Existing Prior Liens
Schedule 9:	Vehicles

## NOTICE ADDRESSES OF GUARANTORS

Harvard Industries, Inc.  
3 Werner Way, Suite 210  
Lebanon, NJ 08833

Doehler-Jarvis, Inc.  
3 Werner Way, Suite 210  
Lebanon, NJ 08833

Harvard Transportation Corporation  
3 Werner Way, Suite 210  
Lebanon, NJ 08833

Doehler-Jarvis Greeneville, Inc.  
3 Werner Way, Suite 210  
Lebanon, NJ 08833

Pottstown Precision Casting, Inc.  
3 Werner Way, Suite 210  
Lebanon, NJ 08833

Doehler-Jarvis Technologies, Inc.  
3 Werner Way, Suite 210  
Lebanon, NJ 08833

Doehler-Jarvis Toledo, Inc.  
3 Werner Way, Suite 210  
Lebanon, NJ 08833

Harman Automotive, Inc.  
3 Werner Way, Suite 210  
Lebanon, NJ 08833

Hayes-Albion Corporation  
3 Werner Way, Suite 210  
Lebanon, NJ 08833

The Kingston-Warren Corporation  
3 Werner Way, Suite 210  
Lebanon, NJ 08833

DESCRIPTION OF PLEDGED SECURITIES

See Attached.

The following reflects the subsidiaries of  
 Harvard Industries, Inc. and the authorized  
 and outstanding shares of capital stock of each subsidiary.

<u>Subsidiary</u>	<u>Capital Shares Authorized</u>	<u>Capital Shares Outstanding</u>	<u>Stock Certificate Number*</u>	<u>InterCompany Notes**</u>
The Kingston-Warren Corporation	1,000 shares of common stock of \$1.00 par value	1,000 shares of common stock of \$1.00 par value		
Hayes-Albion Corporation	1,000 shares of common stock of \$1.00 par value	1,000 shares of common stock of \$1.00 par value		
Harman Automotive, Inc.	7,500,000 shares of common stock of \$1.00 par value	2,725,000 shares of common stock of \$1.00 par value		
Harvard Transportation Corp.	50,000 shares of common stock of \$1.00 par value	1,000 shares of common stock of \$1.00 par value		
Trim Trends Canada, Ltd.**	10,000 shares of common stock with no par value	9,000 shares of common stock with no par value		
Doehler-Jarvis, Inc.	1,000 shares of common stock of \$0.01 par value	1,000 shares of common stock of \$0.01 par value		
Doehler-Jarvis Greenville, Inc.	1,000 shares of common stock of \$0.01 par value	1,000 shares of common stock of \$0.01 par value		
Pottstown Precision Casting, Inc.	1,000 shares of common stock of \$0.01 par value	1,000 shares of common stock of \$0.01 par value		

<u>Subsidiary</u>	<u>Capital Shares Authorized</u>	<u>Capital Shares Outstanding</u>	<u>Stock Certificate Number*</u>	<u>InterCompany Notes**</u>
Doehler-Jarvis Technologies, Inc.	1,000 shares of common stock of \$.01 par value	1,000 shares of common stock of \$.01 par value		
Doehler-Jarvis Toledo, Inc.	1,000 shares of common stock of \$.01 par value	1,000 shares of common stock of \$.01 par value		

\* Stock Certificates with CT.

\*\* Harvard Industries, Inc. and each Domestic Subsidiary will execute and deliver global intercompany notes to the Administrative Agent at closing evidencing intercompany borrowings occurring subsequent to the closing.

\*\*\* 65% of shares only.

FILINGS AND OTHER ACTIONS  
REQUIRED TO PERFECT SECURITY INTERESTS

Uniform Commercial Code Filings

See Attachment 3A

Patent and Trademark Filings

The Collateral Agreement will be filed with the Patent and Trademark Office. In addition, the description of the Collateral attached to each of the UCC Financing Statements referred to in Attachment 3A will include Intellectual Property.

Actions with respect to Pledged Stock to Deliver  
All Shares of Pledged Stock to Collateral Agent

To deliver all shares of Pledged Stock to Collateral Agent.

Other Actions



ATTACHMENT 3A

Uniform Commercial Cod  
Filings

TRADEMARK  
REEL: 1862 FRAME: 0731

HAYES-ALBION CORPORATION

1. IA Secretary of State
2. MI Secretary of State
3. MO Secretary of State
4. St Louis County, MO
5. OH Secretary of State
6. Allen County, OH
7. Williams County, OH
8. Seneca County, OH
9. TN Secretary of State

HARVARD INDUSTRIES, INC.

1. MI Secretary of State
2. MO Secretary of State
3. Jefferson County, MO
4. NJ Secretary of State
5. SC Secretary of State

THE KINGSTON-WARREN CORPORATION

1. NH Secretary of State
2. Newfields Town, NH
3. MI Secretary of State
4. TN Secretary of State
5. VA Secretary of State
6. Wythe County, VA

DOEHLER-JARVIS, INC.

1. NJ Secretary of State
2. OH Secretary of State
3. Lucas County, OH

DOEHLER-JARVIS GREENEVILLE, INC.

1. NJ Secretary of State
2. TN Secretary of State

DOEHLER-JARVIS TECHNOLOGIES, INC.

1. NJ Secretary of State
2. OH Secretary of State
3. Lucas County, OH

HARMAN AUTOMOTIVE, INC.

1. NJ Secretary of State
2. TN Secretary of State

DOEHLER-JARVIS TOLEDO, INC.

1. NJ Secretary of State
2. OH Secretary of State
3. Lucas County, OH

POTTSTOWN PRECISION CASTING, INC.

1. PA Secretary of State
2. Montgomery County, PA

HARVARD TRANSPORTATION CORPORATION

1. MI Secretary of State

LOCATION OF JURISDICTION OF ORGANIZATION AND CHIEF EXECUTIVE  
OFFICE

<u>Grantor</u>	<u>Locations</u>
Harvard Industries, Inc. 3 Werner Way, Suite 210 Lebanon, NJ 08833	Florida
Doehler-Jarvis, Inc. 3 Werner Way, Suite 210 Lebanon, NJ 08833	Delaware
Harvard Transportation Corporation 601 N. Albion St. Albion, MI 49224	Michigan
Doehler-Jarvis Greeneville, Inc. 3 Werner Way, Suite 210 Lebanon, NJ 08833	Delaware
Pottstown Precision Casting, Inc. 400 Old Reading Pike Pottstown, PA 19464	Delaware
Doehler-Jarvis Technologies, Inc. 3 Werner Way, Suite 210 Lebanon, NJ 08833	Delaware
Doehler-Jarvis Toledo, Inc. 3 Werner Way, Suite 210 Lebanon, NJ 08833	Delaware
Harman Automotive, Inc. 3 Werner Way, Suite 210 Lebanon, NJ 08833	Michigan
Hayes-Albion Corporation 30665 Northwestern Highway Farmington Hills, MI 48334	Michigan
The Kingston-Warren Corporation 30665 Northwestern Highway Farmington Hills, MI 48334	New Hampshire

## LOCATION OF INVENTORY AND EQUIPMENT

GrantorLocations

Harvard Industries, Inc.

Corporate Headquarters  
3 Werner Way, Suite 210  
Lebanon, NJ 08833

Automotive Headquarters  
30665 Northwestern Highway  
Farmington Hills, MI 48334

Harvard Interiors Mfg. Co.  
Harvard Electronics, a Division  
3000 Arnold-Tenbrook Road  
Arnold, MO 63010

The Kingston-Warren  
Corporation

309 Press Road  
Church Hill, TN 37642

Route 85  
Newfields, NH 03856

1150 S. 3rd St.  
Wytheville, VA 24382

Hayes-Albion Corporation

Harvard Transportation Corporation  
601 N. Albion St.  
Albion, MI 49224

Albion Plant  
601 N. Albion St.  
Albion, MI 49224

Jackson Plant  
1999 Wildwood Ave.  
Jackson, MI 49202

Ripley Plant  
174 Viar Drive  
S. Industrial Park Drive  
Ripley, TN 38063

Rock Valley Plant  
2080 10th Street  
Rock Valley, IA 51247

St. Louis Die Cast  
201 Rock Industrial Park  
Bridgeton, MO 63044

Tiffin Plant  
745 S. County Road 13  
Tiffin, OH 44883

Trim Trends-Bryan Plant  
721 E. Edgerton  
Bryan, OH 43506

Trim Trends-Spencerville Plant  
517 North Broadway  
Spencerville, OH 45887

Trim Trends-Deckerville Die Form  
2121 Stoutenberg Road  
Deckerville, MI 48427

Trim Trends-Snover Stamping  
Company  
3279 W. Snover Road  
Snover, MI 48472

Pottstown Precision Casting,  
Inc.

400 Old Reading Pike  
Pottstown, PA 19464

Doehler-Jarvis, Inc.

5400 North Detroit Avenue  
Toledo, OH 43612-3514

Doehler-Jarvis Toledo, Inc.

5400 North Detroit Avenue  
Toledo, OH 43612-3514

Doehler-Jarvis Greeneville,  
Inc.

Rufe Taylor Road  
Greeneville, TN 19464

Doehler-Jarvis Technologies,  
Inc.

5400 North Detroit Avenue  
Toledo, OH 43612-3514

Harvard Transportation  
Corporation

601 N. Albion St.  
Albion, MI 49224

Harman Automotive, Inc.

127 Tate Road, P.O. Box 329  
Bolivar, TN 38006

COPYRIGHTS AND COPYRIGHT LICENSES

None.

# HARVARD PATENTS AND IP LIST

DOCUMENT OWNER PATENT NO GRANT DATE EXPIRATION COUNTRY

EEC

## Doehler-Jarvis

EEC	Doehler-Jarvis	90 90 8034.3	2/5/90	2/5/10	EUROPEAN
EEC	Doehler-Jarvis	90 90 8035.0	2/5/90	2/5/10	EUROPEAN
EEC	Doehler-Jarvis	91 91 0454.7	5/9/91	5/9/11	EUROPEAN
EEC	Doehler-Jarvis	91 91 0454.7	11/6/91		FRANCE
EEC	Doehler-Jarvis	91 91 0454.7	11/6/91		GERMANY
EEC	Doehler-Jarvis	91 91 0454.7	11/6/91		GREAT BRITAIN
EEC	Doehler-Jarvis	91 91 0454.7	11/6/91		ITALY
EEC	Doehler-Jarvis	91 91 2166.5	6/8/91	6/8/11	EUROPEAN
EEC	Doehler-Jarvis	91 91 5219.9	8/12/91		EUROPEAN
EEC	Doehler-Jarvis	93 90 7485.2	3/12/93	3/12/13	EUROPEAN
EEC	Doehler-Jarvis	93 90 8678.1	4/1/92	3/30/13	EUROPEAN



**DOCUMENT OWNER PATENT NO GRANT DATE EXPIRATION COUNTRY**

**EPA**

**Doehler-Jarvis**

EPA Doehler-Jarvis 90 90 2745.0

EUROPEAN

*Tuesday, November 24, 1998*

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## PATENT

## Doehler-Jarvis

PATENT	Doehler-Jarvis	171200	10/6/93	5/13/05	MEXICO
PATENT	Doehler-Jarvis	618453	4/13/92	12/26/05	AUSTRALIA
PATENT	Doehler-Jarvis	621019	6/22/92	2/5/06	AUSTRALIA
PATENT	Doehler-Jarvis	622081	3/26/92	2/5/06	AUSTRALIA
PATENT	Doehler-Jarvis	154,855	12/22/87	12/22/01	MEXICO
PATENT	Doehler-Jarvis	1716611	10/22/79	10/22/99	JAPAN
PATENT	Doehler-Jarvis	495,504	4/27/81	4/27/01	SPAIN
PATENT	Doehler-Jarvis	594,456	3/11/89		CANADA
PATENT	Doehler-Jarvis	9000192	5/29/91	1/23/10	SPAIN
PATENT	Doehler-Jarvis	9001671	1/29/92	1/29/12	SPAIN
PATENT	Doehler-Jarvis	9001672	7/7/92	5/16/10	SPAIN
PATENT	Doehler-Jarvis	1,129,622	8/17/82	8/17/99	CANADA
PATENT	Doehler-Jarvis	1,133,622	9/7/86	9/24/00	ITALY
PATENT	Doehler-Jarvis	1,144,338	4/12/83	4/12/00	CANADA
PATENT	Doehler-Jarvis	1,151,908	5/17/80	8/16/00	CANADA
PATENT	Doehler-Jarvis	1,172,825	8/21/84	8/21/00	CANADA
PATENT	Doehler-Jarvis	1,592,053	12/14/90	12/14/10	JAPAN

**DOCUMENT OWNER PATENT NO GRANT DATE EXPIRATION COUNTRY**

PATENT	Doehler-Jarvis	1,616,215	8/30/91	4/16/05	JAPAN
PATENT	Doehler-Jarvis	1,624,860	11/18/91	8/12/00	JAPAN
PATENT	Doehler-Jarvis	1,600,379	6/20/90		JAPAN
PATENT	Doehler-Jarvis	2,061,151	6/22/83	9/29/00	GREAT BRITAIN
PATENT	Doehler-Jarvis	2,095,343	5/18/92	5/18/12	CANADA
PATENT	Doehler-Jarvis	2,102,894	3/12/93	3/12/13	CANADA
PATENT	Doehler-Jarvis	2,110,270	3/30/93	3/30/13	CANADA
PATENT	Doehler-Jarvis	4,413,666	11/8/83	11/8/00	USA
PATENT	Doehler-Jarvis	4,766,943	8/30/88	8/30/05	USA
PATENT	Doehler-Jarvis	4,951,731	8/28/90	8/28/07	USA
PATENT	Doehler-Jarvis	4,986,334	1/22/91	1/22/08	USA
PATENT	Doehler-Jarvis	4,986,335	1/22/91	1/22/08	USA
PATENT	Doehler-Jarvis	5,078,202	1/7/92	1/7/09	USA
PATENT	Doehler-Jarvis	5,080,327	1/14/92	1/14/07	USA
PATENT	Doehler-Jarvis	5,115,856	5/26/92	5/27/09	USA
PATENT	Doehler-Jarvis	5,213,150	5/25/93	5/25/10	USA
PATENT	Doehler-Jarvis	5,236,034	8/17/93	8/17/10	USA
PATENT	Doehler-Jarvis	5,259,438	11/9/93	11/9/10	USA
PATENT	Doehler-Jarvis	07,664,292	3/4/91		USA

Tuesday, November 24, 1998

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**DOCUMENT OWNER PATENT NO GRANT DATE EXPIRATION COUNTRY**

PATENT	Doehler-Jarvis	08/39/356	11/14/95		USA
PATENT	Doehler-Jarvis	300,028/90	11/7/90		JAPAN
PATENT	Doehler-Jarvis	300,029/90	11/7/90		JAPAN
PATENT	Doehler-Jarvis	509,982/91	12/27/91		JAPAN
PATENT	Doehler-Jarvis	516,643/93	3/12/93		JAPAN
PATENT	Doehler-Jarvis	517,645/93	3/5/93		JAPAN
PATENT	Doehler-Jarvis	P3036436.4	9/20/90	9/26/00	GERMANY
PATENT	Doehler-Jarvis	2,008,249.6	1/22/90	1/22/10	CANADA
PATENT	Doehler-Jarvis	2,019,645-9	6/22/90	6/22/10	CANADA
PATENT	Doehler-Jarvis	3,006,280.7	9/20/90	2/2/00	GERMANY
PATENT	Doehler-Jarvis	700070/1992	1/13/92		KOREA
PATENT	Doehler-Jarvis	700265/1991	3/9/91		KOREA
PATENT	Doehler-Jarvis	700266/1991	3/9/91		KOREA
PATENT	Doehler-Jarvis	702096/1990	9/21/90		KOREA
PATENT	Doehler-Jarvis	703447/1993	11/15/93		KOREA
PATENT	Doehler-Jarvis	703655/1993	11/30/93		KOREA
PATENT	Doehler-Jarvis	0406405			FRANCE
PATENT	Doehler-Jarvis	0406405	4/26/95	3/20/09	GREAT BRITAN
PATENT	Doehler-Jarvis	0406405	4/26/95	3/20/09	ITALY

Tuesday, November 24, 1998

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**DOCUMENT OWNER PATENT NO GRANT DATE EXPIRATION COUNTRY**

PATENT	Doehler-Jarvis	0436678	11/7/89		ITALY
PATENT	Doehler-Jarvis	0438545	7/31/96	2/5/10	ITALY
PATENT	Doehler-Jarvis	0438545	7/31/96	2/5/10	EUROPEAN
PATENT	Doehler-Jarvis	0438545	7/31/96	2/5/97	FRANCE
PATENT	Doehler-Jarvis	0438545	7/31/96	2/5/10	GREAT BRITAIN
PATENT	Doehler-Jarvis	0593700	3/12/93	3/12/13	FRANCE
PATENT	Doehler-Jarvis	0593700	3/12/93	3/12/13	EUROPEAN
PATENT	Doehler-Jarvis	0593700	3/12/93	3/12/13	GREAT BRITAIN
PATENT	Doehler-Jarvis	0593700	3/12/93	3/12/13	ITALY
PATENT	Doehler-Jarvis	0597050	4/1/92		FRANCE
PATENT	Doehler-Jarvis	0597050	3/30/93	3/30/13	GERMANY
PATENT	Doehler-Jarvis	0597050	3/30/93	3/30/13	ITALY
PATENT	Doehler-Jarvis	077565/809	8/13/90		USA
PATENT	Doehler-Jarvis	08\615122	3/13/96		USA
PATENT	Doehler-Jarvis	08\850086	5/2/97		USA
PATENT	Doehler-Jarvis	1948841	7/10/95	12/5/09	JAPAN
PATENT	Doehler-Jarvis	2.019.646-7	6/22/90	6/22/10	CANADA
PATENT	Doehler-Jarvis	2044237	4/9/96	8/23/08	JAPAN
PATENT	Doehler-Jarvis	2201321			CANADA

**DOCUMENT OWNER PATENT NO GRANT DATE EXPIRATION DATE COUNTRY**

PATENT	Doehler-Jarvis	2579004	11/7/89	12/5/09	JAPAN
PATENT	Doehler-Jarvis	4,913,217	4/3/90	4/3/07	USA
PATENT	Doehler-Jarvis	4,942,917	7/24/90	7/24/07	USA
PATENT	Doehler-Jarvis	4,981,168	1/1/91	1/1/08	USA*
PATENT	Doehler-Jarvis	406-405	4/26/95	3/20/09	EUROPEAN
PATENT	Doehler-Jarvis	5701944	12/30/97	11/17/15	USA
PATENT	Doehler-Jarvis	68922391.9	4/26/95	3/20/09	GERMANY
PATENT	Doehler-Jarvis	69027981.7-0	7/31/96	2/5/10	GERMANY
PATENT	Doehler-Jarvis	69128415.6-8	5/9/91	5/9/11	GERMANY
PATENT	Doehler-Jarvis	69307089.7	4/17/97	3/12/13	GERMANY
PATENT	Doehler-Jarvis	90 90 8035.0	2/5/89	2/5/10	GREAT BRITAIN
PATENT	Doehler-Jarvis	90 90 8035.0	2/4/90		FRANCE
PATENT	Doehler-Jarvis	90 90 8035.0	2/5/90	2/5/10	GERMANY
PATENT	Doehler-Jarvis	91 91 0454.7	11/6/91		SPAIN
PATENT	Doehler-Jarvis	93 90 8678.1	4/1/92	3/30/13	EUROPEAN
PATENT	Doehler-Jarvis	93 90 8678.1	4/1/92		GREAT BRITAIN
PATENT	Doehler-Jarvis	93908678.1	4/1/92	3/12/13	SPAIN
PATENT	Doehler-Jarvis	95928375.5			EUROPEAN
PATENT	Doehler-Jarvis	P35 83 505.2	7/17/91	4/16/07	GERMANY

**DOCUMENT OWNER PATENT NO GRANT DATE EXPIRATION COUNTRY**

PATENT	Doehler-Jarvis	US951110198	8/10/95	INTERNATIONAL
PATENT	Doehler-Jarvis	US96117393	6/11/96	INTERNATIONAL

DOCUMENT OWNER PATENT NO GRANT DATE EXPIRATION COUNTRY

HA

PATENT	HA	US04406581	9/27/83	
PATENT	HA	US04485656	12/4/84	
PATENT	HA	US04746271	5/24/88	
PATENT	HA	US1107026	11/18/85	



**DOCUMENT OWNER PATENT NO GRANT DATE EXPIRATION COUNTRY**

**HAR**

PATENT	HAR	2,615,801	12/2/88	FRANCE
PATENT	HAR	2,619,345	2/17/89	FRANCE
PATENT	HAR	2,622,521	5/1/89	FRANCE
PATENT	HAR	2,625,933	7/21/89	FRANCE
PATENT	HAR	2,642,380	8/3/90	FRANCE
PATENT	HAR	2,739,246	3/28/97	FRANCE
PATENT	HAR	2,740,409	4/30/97	FRANCE
PATENT	HAR	2,741,018	5/16/97	FRANCE
PATENT	HAR	2,741,307	5/16/97	FRANCE
PATENT	HAR	2,747,797	10/24/97	FRANCE
PATENT	HAR	2,748,307	5/23/97	FRANCE
PATENT	HAR	2,748,534	11/14/97	FRANCE
PATENT	HAR	2,748,709	11/21/97	FRANCE
PATENT	HAR	2,750,001	12/19/97	FRANCE
PATENT	HAR	US04401289	8/30/83	USA
PATENT	HAR	US04628760	12/16/86	USA
PATENT	HAR	US05436741	7/25/95	USA
PATENT	HAR	US05746548	5/5/98	USA

**DOCUMENT OWNER PATENT NO GRANT DATE EXPIRATION COUNTRY**

HII					
PATENT	HII	9181941	2/4/92		AUSTRALIA
PATENT	HII	91US4564	1/9/92		USA
PATENT	HII	9200842	1/12/92		INTERNATIONAL
PATENT	HII	US05216983	6/8/93		USA

**DOCUMENT OWNER PATENT NO GRANT DATE EXPIRATION COUNTRY**

**K-W**

PATENT	K-W	154,704	9/18/85	EUROPEAN
PATENT	K-W	470144	2/2/88	CANADA
PATENT	K-W	4708252	11/24/87	USA

DOCUMENT OWNER PATENT NO GRANT DATE EXPIRATION COUNTRY

PATENT (PCT)

HA

PATENT (PCT)	HA	US04616580	10/14/86	
PATENT (PCT)	HA	US2645643	11/24/88	

**DOCUMENT OWNER PATENT NO GRANT DATE EXPIRATION COUNTRY**

**HAR**

USA

PATENT (PCT)

HAR

2,704,816

11/10/94

TRADEMARK  
REEL: 1862 FRAME: 0751

**DOCUMENT OWNER PATENT NO GRANT DATE EXPIRATION COUNTRY**

**K-W**

**PATENT (PCT) K-W 9,747,456 12/18/97 USA**

PCT

## Doehler-Jarvis

PCT	Doehler-Jarvis	197,201/88	11/13/89	JAPAN
PCT	Doehler-Jarvis	207,225/88	11/13/89	JAPAN
PCT	Doehler-Jarvis	314,469/89	11/13/89	JAPAN
PCT	Doehler-Jarvis	314,470/80	11/13/89	JAPAN
PCT	Doehler-Jarvis	505,152/93	4/26/93	JAPAN
PCT	Doehler-Jarvis	509,982/91	12/27/91	JAPAN
PCT	Doehler-Jarvis	511,534/91	1/29/92	JAPAN
PCT	Doehler-Jarvis	513,772/91	8/12/91	JAPAN
PCT	Doehler-Jarvis	US91/06232		INTERNATIONA
PCT	Doehler-Jarvis	700848/1992	6/13/92	KOREA
PCT	Doehler-Jarvis	EPN 0215783	4/16/05	FRANCE
PCT	Doehler-Jarvis	EPN 0215783	7/17/91	ITALY
PCT	Doehler-Jarvis	US85/00675	4/16/85	PCT
PCT	Doehler-Jarvis	1921338	4/17/95	8/9/08 JAPAN

## PCTEEC

## Doehler-Jarvis

PCTEEC	Doehler-Jarvis	0373196	3/10/93	3/20/09	AUSTRIA
PCTEEC	Doehler-Jarvis	0373196	3/10/93	3/20/09	GREAT BRITAIN
PCTEEC	Doehler-Jarvis	0373196	3/10/93	3/20/09	FRANCE
PCTEEC	Doehler-Jarvis	0373196	3/20/93	3/20/09	ITALY
PCTEEC	Doehler-Jarvis	503,050/90	9/11/90		JAPAN
PCTEEC	Doehler-Jarvis	503,904/89	11/22/89		JAPAN
PCTEEC	Doehler-Jarvis	700848/1992	4/15/92		KOREA
PCTEEC	Doehler-Jarvis	90 90 8035.0			AUSTRIA
PCTEEC	Doehler-Jarvis	PI-8906475-5	11/23/89		BRAZIL



TM

## Doehler-Jarvis

TM	Doehler-Jarvis	383781	10/31/91	4/7/02	BENELUX
TM	Doehler-Jarvis	390,825	5/17/88	5/16/98	TAIWAN
TM	Doehler-Jarvis	390,826	11/1/87	11/1/97	TAIWAN
TM	Doehler-Jarvis	390,838	11/1/87	11/1/97	TAIWAN
TM	Doehler-Jarvis	666,478	9/2/78	9/2/98	USA
TM	Doehler-Jarvis	995,984	9/15/80	9/15/00	ARGENTINA
TM	Doehler-Jarvis	1,036,006	1/13/92	1/13/02	GERMANY
TM	Doehler-Jarvis	1,180,953	9/17/91	8/9/00	GERMANY
TM	Doehler-Jarvis	1,309,637	12/18/84	12/18/04	USA
TM	Doehler-Jarvis	1,336,270	5/21/85	5/21/05	USA
TM	Doehler-Jarvis	1,434,119	7/31/90	7/31/97	GREAT BRITAIN
TM	Doehler-Jarvis	1,434,123	7/31/90	7/31/97	GREAT BRITAIN
TM	Doehler-Jarvis	1,614,281	9/6/90	9/6/00	FRANCE
TM	Doehler-Jarvis	1,748,115	1/26/93	1/26/03	USA
TM	Doehler-Jarvis	1,802,547	11/2/93	11/2/03	USA
TM	Doehler-Jarvis	1,816,616	1/18/94	1/18/04	USA
TM	Doehler-Jarvis	1,197,108	3/2/82	3/2/02	FRANCE

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**DOCUMENT OWNER PATENT NO GRANT DATE EXPIRATION COUNTRY**

TM	Doehler-Jarvis	1,245,166	9/16/83	9/16/03	FRANCE
TM	Doehler-Jarvis	2,392,269	3/31/92	3/31/02	JAPAN
TM	Doehler-Jarvis	2,392,270	3/31/92	3/31/02	JAPAN
TM	Doehler-Jarvis	91,576/86	9/1/86		JAPAN
TM	Doehler-Jarvis	10428/1987	5/23/87		KOREA
TM	Doehler-Jarvis	1,180,953	9/17/91	8/9/00	GERMANY
TM	Doehler-Jarvis	1,309,637	12/18/84	12/18/04	USA
TM	Doehler-Jarvis	1,434,119	7/31/97	7/31/07	GREAT BRITAIN
TM	Doehler-Jarvis	1,434,123	7/31/97	7/31/07	GREAT BRITAIN
TM	Doehler-Jarvis	1,614,281	9/6/90	9/6/00	FRANCE
TM	Doehler-Jarvis	1,748,115	1/26/93	1/26/03	USA
TM	Doehler-Jarvis	1,802,547	11/2/93	11/2/03	USA
TM	Doehler-Jarvis	1,816,616	1/18/94	1/18/04	USA
TM	Doehler-Jarvis	1,197,108	3/2/82	3/2/92	FRANCE
TM	Doehler-Jarvis	1,245,166	9/16/83	9/16/03	FRANCE
TM	Doehler-Jarvis	1,416,935	1/23/98	1/13/08	ARGENTINA
TM	Doehler-Jarvis	1036006	1/13/92	1/13/02	GERMANY
TM	Doehler-Jarvis	154,408	11/1/97	12/3/97	CANADA
TM	Doehler-Jarvis	155729	6/13/98	6/13/08	KOREA

**Tuesday, November 24, 1998**

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**DOCUMENT OWNER PATENT NO GRANT DATE EXPIRATION COUNTRY**

TM	Doehler-Jarvis	155730	6/13/98	6/13/08	KOREA
TM	Doehler-Jarvis	2,392,269	3/31/92	3/31/02	JAPAN
TM	Doehler-Jarvis	2,392,270	3/31/92	3/31/02	JAPAN
TM	Doehler-Jarvis	383781	10/31/91	4/7/02	BENELUX

DOCUMENT OWNER PATENT NO GRANT DATE EXPIRATION COUNTRY

K-W

TM	K-W	1107086	6/4/87	GERMANY
TM	K-W	1194994	5/11/82	USA
TM	K-W	1262310	3/9/93	U.K.
TM	K-W	1277890	7/24/91	USA
TM	K-W	1346954	3/20/86	FRANCE

Tuesday, November 24, 1998

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TRADEMARK

HA

TRADEMARK

HA

584,493

1/12/54

DOCUMENT OWNER PATENT NO GRANT DATE EXPIRATION COUNTRY

HAR

TRADEMARK	HAR	1,585,351	4/6/90	FRANCE
TRADEMARK	HAR	1,585,352	4/6/90	FRANCE
TRADEMARK	HAR	1,585,354	4/6/90	FRANCE

DOCUMENT OWNER PATENT NO GRANT DATE EXPIRATION COUNTRY

DOCUMENT	OWNER	PATENT NO	GRANT DATE	EXPIRATION COUNTRY
	HII			
TRADEMARK	HII	1,677,191	5/7/81	FRANCE
TRADEMARK	HII	1277890	5/15/84	USA
TRADEMARK	HII	38,099	6/18/71	FRANCE
TRADEMARK	HII	768090	4/14/64	USA
TRADEMARK	HII	820,519M	9/2/78	SPAIN
TRADEMARK	HII	876,130	12/15/70	GERMANY
TRADEMARK	HII	B818,708	3/24/61	UK
TRADEMARK	HII	B966 631	10/21/70	UK
TRADEMARK	HII	VR 3606 1970	11/27/70	DENMARK

CONTRACTS

None .



EXISTING PRIOR LIENS

(a) Liens relating to the financing of certain Vehicles listed in Schedule 9 to the Collateral Agreement.

(b) See Attachment 8A.

ATTACHMENT 8A

Existing Prior Lier

# Encumbered List

Plant	CLAIM_NM	DESCRIPTION	Serial No	Monthly Payment	Asset Value
Albion					
		<i>Caterpillar</i>			
		Finance Lease 49195	2EM03456	0.00	Included in (d)
		Finance Lease 49195	4EM91241	0.00	Included in (d)
		Finance Lease 54079	7AM02304	0.00	Included in (h)
		Finance Lease 54079	5LB04920	0.00	Included in (h)
		Finance Lease	4EM91268	0.00	15,377.
		Finance Lease 49195	4EM91182	0.00	147,648. (d)
		Finance Lease 49195	4EM91181	0.00	Included in (d)
		Finance Lease 49195	2EM03541	0.00	Included in (d)
		Finance Lease 49195	4EM91211	0.00	Included in (d)
		Finance Lease 49195	2EM03457	0.00	Included in (d)
		Finance Lease 49195	4EM91183	0.00	Included in (d)
		Finance Lease 54079	5LB01066	0.00	Included in (h)
		Finance Lease 54079	5LB01067	0.00	Included in (h)
		Finance Lease 54079	5LB01066	0.00	Included in (h)
		Finance Lease 49195	4EM91243	0.00	Included in (d)
		Finance Lease 49195	4EM91263	0.00	Included in (d)
		Finance Lease 54079	5LB04919	0.00	161,811. (h)

Old Kent Bank

<i>Plant</i>	<i>CLAIM_NM</i>	<i>DESCRIPTION</i>	<i>Serial No</i>	<i>Monthly Payment</i>	<i>Asset Value</i>
SDRC CAD System expires 1/15/2000					
<b>HA-Ripley</b>	<i>Caterpillar</i>	Finance Lease 51264	2DP00150	0.00	57,766.
		Finance Lease 46402	4EM04605	0.00	Included in ( c )
		Finance Lease	4EM04606	0.00	79,745.00 ( a )
		Finance Lease 46402	4EM04572	0.00	36,261. ( c )
		Finance Lease	5KE04769	0.00	Included in ( a )
		Finance Lease	4EM04617	0.00	Included in ( a )
		Finance Lease	4EM04616	0.00	Included in ( a )
<b>Hartman</b>	<i>Caterpillar</i>	Finance Lease	4YJ00270	0.00	16,688.
<b>Harvard</b>	<i>Caterpillar</i>	Finance Lease 45926	2EM03083	0.00	Included in ( b )
		Finance Lease 29147	3FM00929	0.00	9,150.
		Finance Lease 45926	4EM04758	0.00	23,724. ( b )
<b>Newfields, NH</b>	<i>Crownlift</i>	Crownlift Truck (serial # 1A177641)		453.00	0
<b>Pottstown</b>					

**Plant CLAIM\_NM DESCRIPTION Serial No Monthly Payment Asset Value**

*Caterpillar*

Finance Lease 49815	5KB04820	0.00	30,933.
Finance Lease 49822	6EM01362	0.00	16,412. (g)
Finance Lease 49806	4EM04836	0.00	16,135. (e)
Finance Lease 49806	4EM04837	0.00	Included in (e)
Finance Lease 49806	4EM04938	0.00	Included in (e)
Finance Lease 49810	5KB04821	0.00	35,843.
Finance Lease 49819	6EM01366	0.00	Included in (f)
Finance Lease 49819	6EM01376	0.00	19,981. (f)
Finance Lease 49822	6EM01363	0.00	Included in (g)
Finance Lease 49822	6EM01364	0.00	Included in (g)
Finance Lease 49822	6EM01369	0.00	Included in (g)
Finance Lease 6205601	1187L159	0.00	29,310.
Finance Lease 49819	6EM01367	0.00	Included in (f)
Finance Lease 49819	6EM01360	0.00	Included in (f)

*IBM Credit*

9402 System (AS400)

*SIEMENS CRE*

Operating lease for plant telephone system (Rdm)

**RIPLEY**

*Associates Leas*

Pod Car- Hayes-Abion Ripley-Exp  
Unknown leased by H/A ('95 Buick)

<i>Plant</i>	<i>CLAIM_NM</i>	<i>DESCRIPTION</i>	<i>Serial No</i>	<i>Monthly Payment</i>	<i>Asset Value</i>
<b>Rock Valley pla</b>	<i>corporate</i>	2 Xerox photocopiers		570.00	
	<i>Pitney Bowes</i>	Postage Meter - Hayes-Albion Rock Valley Exp-6/30/97			
	<i>Sun Financial v</i>	Executone phone system and Infostar voice mail system.		522.00	18,000.
<b>St Louis</b>	<i>Caterpillar</i>	Finance Lease	3FM00204	0.00	12,850.
		Finance Lease	3FM00059	0.00	12,850.
<b>St. Louis</b>	<i>Caterpillar</i>	Finance Lease	3FM00057	0.00	12,834.
<b>Toledo</b>	<i>Tennant</i>	Power Scrubber-St Louis			
	<i>Caterpillar</i>	Finance Lease 27658	5KB00956	0.00	12,551.
		Finance Lease 55880	1CM01515	0.00	32,342.
		Finance Lease 1642158	W45423	0.00	14,206.

<i>Plant</i>	<i>CLAIM_NM</i>	<i>DESCRIPTION</i>	<i>Serial No</i>	<i>Monthly Payment</i>	<i>Asset Value</i>
<b>Wytheville</b>		Finance Lease 15988	111138	0.00	4,293.
		Finance Lease 14585	147	0.00	15,469.
	<b>Air Specialists</b>	99H Fockler Purifier		795.00	
	<b>Blue Ridge Cop</b>	Copy Machine		473.00	
	<b>Camrell Logisti</b>	Warehouse Lease, 1370 West Ridge St. Wytheville, VA		1,120.00	0
	<b>Danka</b>	Copy Machine		492.00	
	<b>Nissan Motor A</b>	Fork Lift Lease		1,275.00	
	<b>Pitney Bowes</b>	Postage Machine		36.00	
	<b>Xerox</b>	Fax Machine		41.00	

VEHICLES

See Attached.



TRUCKS & UTILITY VEHICLES

01-11-1999

YEAR MAKE MODEL LIC. NO. SERIAL NO. GARAGE SITE LEASED VEHICLE SERVICE RADIUS AGENT

**Trim Trends**

1992	Dodge	Caravan SE	COW200 MI	1B4GH4R1NX18D303	Farmington Hills	Owned	Pool	2/11/82	PP	Owned
1988	Ford	F250 Truck	5JF182 OH	1FTHF25H1KLA35983	Bryan, OH	Leased	Engineering	1/20/88	I	Owned
1987	Volvo	76012	PN1079 IA	4V4SD8P8VN852978	Deckerville, MI	Leased			I	Ruan
1984	White GMC	Tractor R45014	PK8812 IA	4V1JDBJF7RR826572	Snover, MI	Leased			I	Ruan
1984	Fruhauf	Tractor R45036		4V1JDBJF1RR826583	Snover, MI	Leased			I	Ruan
1986	White GMC	Van Trailer		1H2V045Z168005401	Deckerville, MI	Owned	Deckerville Dis		I	Owned
1978	White GMC	45' Van Trailer		HPY487050	Deckerville, MI	Owned	Deckerville Dis	4/18/89	I	Assoc.
1990	Fruhauf	E350 Van	No Plate	1FTHS334H1KHB11613	Deckerville, MI	Leased	Engineering		L	Owned
1971	Fruhauf	Semi-Trailer	No Plate	MAN287201	Deckerville, MI	Owned	Deckerville Dis		L	Owned Ins., PD
1977	Ford	LNT9008 Tractor	No Plate	W91LV065220	Deckerville, MI	Owned	Deckerville Dis		L	Owned
1978	Fruhauf	Trailer	701478 MI	FWZ385701	Deckerville, MI	Owned	Deckerville Dis		L	Owned
1978	Ford	Trailer	No Plate	FWZ281501	Snover, MI	Owned	Snover Stamping		L	Owned
1977	Fruhauf	Trailer	No Plate	MAY532341	Snover, MI	Owned	Snover Stamping		L	Owned
1981	Fruhauf	Trailer	No Plate	1H2V045Z48C015133	Snover, MI	Owned	Snover Stamping		I	Ruan
1987	Fruhauf	Trailer	RD3434 IA	1H2V0482X14028654	Snover, MI	Leased	Snover Stamping	8/1/88	I	Ruan
1987	Fruhauf	Trailer	RD3398 IA	1H2V0482014028680	Snover, MI	Leased	Snover Stamping		I	Owned
1988	Ford	F800		1FDPF8244JVA07743	Spencerville, OH	Owned	Spencerville Div	11/30/87	I	Owned
1983	Chvrolet	F700	BC8134 MI	1FDXK74C8PVA16831	Spencerville, OH	Leased	Spencerville, OH		I	Larsen Leasing

**Trim Trends-C-Canada**

1983	Chvrolet	PAJ		1GBJC34M3DV101184	Dundalk, Ont	Owned	Pool		I	Owned
1987	International	Tractor		1HSZDGEN5EH810901	Dundalk, Ont	Owned	McLenn		I	Owned

**Kingslon-Warren**

1980	GMC	Cab/Chassis		T17DYAV814082	Newfields, NH	Owned	Shipping		L	Owned
1984	GMC	PAJ Truck 20903		2GTGX24M6E1540272	Newfields, NH	Owned	Facility		L	Owned
1973	Fruhauf	Semi-Trailer		MAR424447	Newfields, NH	Owned	Shipping		L	Owned
1977	Meck	Tractor		U685T13564	Newfields, NH	Owned	Shipping		L	Owned

**Harvard Transportation**

1995	Navistar	R56044 Tractor		2HSFFHAER7SC092162	Kodma	Leased			LH	Ruan Ins., PD
1995	Navistar	R56046 Tractor	RF5079 MI	2HSFFHAER8SC092163	Kodma	Leased			LH	Ruan Ins., PD
1987	Ford	#1 Tractor		1FDXR82AX4VAJ38614	Albion, MI	Leased		10/1/87	I	Ruan Ins., PD
1984	Ford	LT LA-9000		1FDYA95W0RVAJ3240	Albion, MI	Leased			LH	Larsen Ins., PD
1994	Ford	LT LA-9001		1FDYA95W0RVAJ3559	Albion, MI	Leased			LH	Larsen
1994	Ford	LT LA-9002		1FDYA95W0RVAJ3416	Albion, MI	Leased			LH	Larsen
1984	Ford	LT LA-9003		1FDYA95W4RVAJ3483	Albion, MI	Leased			LH	Larsen
1984	Ford	LT LA-9004		1FDYA95W2RVAJ2526	Albion, MI	Leased			LH	Larsen
1984	Ford	LT LA-9005		1FDYA95W9RVAJ2703	Albion, MI	Leased			LH	Larsen
1984	Ford	LT LA-9006		1FDYA95W8RVAJ2837	Albion, MI	Leased			LH	Larsen
1984	Ford	LT LA-9007		1FDYA95W6RVAJ2887	Albion, MI	Leased			LH	Larsen
1980	Ford	D34		1FDY95W1Y4A0071	Albion, MI	Leased			LH	Larsen

TRADEMARK

REEL: 1862 FRAME: 0771

SOLD  
5/17/98

Year	Make	Model	Color	VIN	MI	State	Condition	Lease/Owned	Start Date	End Date	Notes
1985	Intl Ford	RS4100	Dump	1HSHGAER1SH648129	Albion, MI	Leased	Owned				
1984	Ford	#71	Owned Dump Truck	U90VWVG5393	Albion, MI	Owned	Owned		1/3/86		
1980	Ford	#76	Dump Truck	ZU4781	Albion, MI	Leased	Leased		6/27/88		
1986	Ford	#78	Tractor Lead Dump	BR4251 MI	Albion, MI	Leased	Leased		12/13/85		
1985	Ford	#88	Tractor	ZU4769	Albion, MI	Leased	Leased		10/19/80		
1981	Oldsmobile	#88	Tractor	FF754 MI	Albion, MI	Leased	Owned				
1988	Ford	#92	Tractor	IFDYA90VW6JVA56467	Albion, MI	Leased	Leased				
1985	Ford	#12	Tractor	IFDYA85VW8KVA16488	Albion, MI	Leased	Leased				
1988	Ford	#10	Tractor	IFDYA90W0JY822959	Albion, MI	Leased	Leased				
1982	Ford	#11	Tractor	IFDYA85X3NVA12014	Albion, MI	Leased	Leased				
1989	Volvo	R80098		4VG7DEGFXKN758587	Albion, MI	Leased	Leased				
1987	Volvo	R48578		4VAJD8PFHVN852877	Albion, MI	Leased	Leased				
1989	Volvo	R75008		4VG7DEGFBXN758570	Albion, MI	Leased	Leased				
1989	Volvo	R80094			Albion, MI	Leased	Leased				

**Trailers - Harvard Transportation**

Year	Make	Model	Color	VIN	MI	State	Condition	Lease/Owned	Start Date	End Date	Notes
1988	Great Dane	#135		11008V MI	Albion, MI	Leased	Leased		5/9/88		L & L Leasing
1989	Great Dane	#138		78159W MI	Albion, MI	Leased	Leased		8/1/88		L & L Leasing
1989	Great Dane	#137		78157W MI	Albion, MI	Leased	Leased		1/13/88		L & L Leasing
1989	Great Dane	#138		78158W MI	Albion, MI	Leased	Leased		1/13/88		L & L Leasing
1989	Great Dane	#139		78162W MI	Albion, MI	Leased	Leased		1/13/89		L & L Leasing
1989	Great Dane	#140		78161W MI	Albion, MI	Leased	Leased		1/13/89		L & L Leasing
1989	Great Dane	#141		78163W MI	Albion, MI	Leased	Leased		1/13/89		L & L Leasing
1986	Sloughdon	#142	Trailer	M10856	Albion, MI	Leased	Leased				L & L Leasing
1986	Sloughdon	#143	Trailer	M10954	Albion, MI	Leased	Leased				L & L Leasing
1986	Revens	#169		EHR068 IA	Keelma	Owned	Owned		3/14/88		Owned
1989	Dunham	#171		78124W MI	Albion, MI	Leased	Leased		1/13/88		L & L Leasing
1986	Fruhaufl	#224		849	Albion, MI	Leased	Leased		1/3/86		L & L Leasing
1989	Dunham	#225		78252W MI	Albion, MI	Leased	Leased		2/27/88		L & L Leasing
1983	Dunham	#300		E58677	Albion, MI	Leased	Leased		8/15/83		L & L Leasing
1986	Aztec	#301		F41793	Albion, MI	Leased	Leased		8/1/88		L & L Leasing
1986	Aztec	#302		F41784	Albion, MI	Leased	Leased		8/1/86		L & L Leasing
1980	Great Dane	#303		21794Y MI	Albion, MI	Leased	Leased		12/14/89		L & L Leasing
1990	Great Dane	#304		21812Y MI	Albion, MI	Leased	Leased		12/14/89		L & L Leasing
1990	Great Dane	#305		21811Y MI	Albion, MI	Leased	Leased		12/14/89		L & L Leasing
1985	Dunham	#306	8' Aisle Van	J48538	Albion, MI	Leased	Leased		11/3/84		ITT
1985	Dunham	#307	6' Aisle Van	J48539	Albion, MI	Leased	Leased		11/3/84		ITT
1988	Dunham	#308	8' Aisle Van	J48540	Albion, MI	Leased	Leased		7/1/88		L & L Leasing
1988	Dunham	#309	8' Aisle Van	J48541	Albion, MI	Leased	Leased		7/1/88		L & L Leasing
1988	Dunham	#310	8' Aisle Van	J48542	Albion, MI	Leased	Leased		7/1/88		L & L Leasing
1988	Dunham	#311	8' Aisle Van	J48543	Albion, MI	Leased	Leased		7/1/88		L & L Leasing
1986	Revens	#65443	Flat Trailer	IR1R24524TK060208	Rock Valley, IA	Leased	Leased		4/18/86		Ruan
1995	Fruhaufl	#489503	Trailer	0718693 ME 4121	Albion, MI	Leased	Leased		7/17/97		TLI Inc
1985	Fruhaufl	#489504	Trailer	0718694 ME 4132	Albion, MI	Leased	Leased		7/24/87		TLI Inc
1995	Fruhaufl	#489505	Trailer	0718695 ME 4147	Albion, MI	Leased	Leased		7/3/87		TLI Inc

1895	Fruiteauf	2499508 Trailer	719898	4137	Albion, MI	Leased			TLI Inc
1895	Fruiteauf	2499508 Trailer	719706	4120	Albion, MI	Leased			TLI Inc
1895	Fruiteauf	2499514 Trailer	617147	4146	Albion, MI	Leased			TLI Inc
1895	Fruiteauf	2499509 Trailer	421348	4143	Albion, MI	Leased			TLI Inc
1896	Fruiteauf	2499512 Trailer	0719726 ME	4117	Albion, MI	Leased			TLI Inc
1895	Fruiteauf	2499513 Trailer	48-9508		Albion, MI	Leased			TLI Inc

**HAYES ALBION - DIVISIONAL TRUCKS**

1893	Ford	E350 Club Wagon	ERX988	1FBHE31H9PHB78144	Albion, MI	Leased	8/8/93	PP	Assoc.
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**JACKSON PLANT**

1896	Ford	Pickup	JP6727 MI	2FTHF2611GCAJ3316	Jackson, MI	Owned	12/20/85	L	Owned
1877	Chevrolet		CR6694 MI	CKL247F401677	Jackson, MI	Owned	6/28/77	L	Owned
1893	GMC	Pickup	W744445 MI	1GTGC24KSPES58966	Jackson, MI	Leased	7/14/83	L	Juditer
1891	Plymouth	Voyager SE	TP9814 MI	2P4GH4S31HR114145	Jackson, MI	Owned	10/16/80	PP	Owned

**KODIMA PLANT**

1879	Chevrolet		FT2809 IA	GCL248J176680	Rock Valley	Owned	8/8/85	L	Owned
1892	Plymouth	Voyager SE	TP9914 MI	1P4GH44R3NX280594	Rock Valley	Owned	6/1/82	PP	Owned
1892	Chevrolet	Pickup		1GCEK14K8NE149444	Rock Valley	Owned	7/1/88	I	Leased

**ST. LOUIS PLANT**

1881	Ford	Aerostar	BB3983 MO	1FDNK74NX8VJ14784	Bridgeton Mo	Owned	7/18/83	L	Owned
1892	Ford	Wendstar	218QSV MI	1FMDA31UXAZB71864	Farmington	Leased	10/18/81	PP	Larsen
1898	Ford					Leased		PP	Larsen

**RIPLEY PLANT**

1865	Oldsmobile	Century Custom	49489	1G4AH55M3S6485801	Ripley Tn	Owned	5/1/85	L	Owned
1895	Oldsmobile				Ripley Tn	Leased		PP	Associates

**TIFFIN PLANT**

1889	Ford	F250 Pickup		1FTHF26H6KLA99291	Tiffin, OH	Owned		I	Owned
1890	Ford	F350		1FTHB34HKLXAJ38556	Tiffin, OH	Leases	12/22/89	I	Associates

**DOEHLER JARVIS PLANTS**

Toledo									
1871	Fruiteauf	Trailer		FVA763201	Toledo, OH	Owned		L	Owned
1878	International	Tractor		DF227JGB17161	Toledo, OH	Owned		L	Owned
1894	Ford	Temus		1FALP67UJ6RG23548	Toledo, OH	Leased		PP	
Polstown									
1895	Dodge	Ram		1B7KF28Z3S139805	Polstown, PA	Owned		L	Owned
Greenville									
1884	GMC	Trash Truck		1GT18C4J8EV546476	Greenville, TN	Owned		L	Owned

Year	Make	Model	Vehicle Type	Vehicle ID	Location	Ownership
1984	GM	Private Carrier		1GTD9C4J8EVS45476	Greenville, TN	Owned
1985	GM	Local (Less than 50 Miles)	Trash Truck	1GDV9C4ZXFV614323	Greenville, TN	Owned
1989	GM	Intermediate (50 to 250 Miles)	Sand Truck	1HLS3M794K710317	Greenville, TN	Owned
1987	GM	Intermediate (50 to 250 Miles)	Sand Trailer	1GNDM15Z7HB131002	Greenville, TN	Owned
1985	GM	Long Haul (over 250 Miles)	Asbo Van	1GXEC18K75J718582	Greenville, TN	Leased
1986	Cadillac	Long Haul (over 250 Miles)	Suburban	1G8KD52Y0TU218217	Greenville, TN	Leased
			DeVito			Leased

Division Manager:

Radius = PP Private Carrier  
 L Local (Less than 50 Miles)  
 I Intermediate (50 to 250 Miles)  
 LH Long Haul (over 250 Miles)