10-20-1999 U.S. Department of Commerce FORM PTO-1618A HINNIN III. Patent and Trademark Office Expires 06/30/99 TRADEMARK OMB 0651-0027 101174989 10-13-1999 U.S. Patent & TMOfc/TM Mail Rcpt Dt. #26 11-13-94 RECORDATION FORM COVER SHEET TRADEMARKS ONLY TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies). Submission Type Conveyance Type License **1 Assignment** New Resubmission (Non-Recordation) **Security Agreement Nunc Pro Tunc Assignment** Document ID # **Effective Date** Month Day Year Merger **Correction of PTO Error** 07 30 1999 Frame # Reel # Change of Name **Corrective Document** Reel # Frame # Other Conveying Party Mark if additional names of conveying parties attached Execution Date Month Day Year 07 30 1999 Name | Neway Anchorlok Intnernational, Inc. Formerly Individual General Partnership Limited Partnership Corporation Association Other Citizenship/State of Incorporation/Organization Delaware Receiving Party Mark if additional names of receiving parties attached Bank One, Michigan Name DBA/AKA/TA Composed of 611 Woodward Avenue Address (line 1) Address (line 2) Address (line 3) 48226-7789 Detroit Michigan State/Country Zip Code If document to be recorded is an Individual **Limited Partnership** General Partnership assignment and the receiving party is not domiciled in the United States, an Corporation **Association** appointment of a domestic representative should be attached. Other (Designation must be a separate document from Assignment.) Citizenship/State of Incorporation/Organization FOR OFFICE USE ONLY William Them Val 164.5719.5 MINGE. ad. joj er 1. 43

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

FORM PTO-1618B Expires 06/30/99 OMB 0651-0027	Pag	e 2	U.S. Department of Commerce Patent and Trademark Office TRADEMARK
Domestic Representative	Name and Address	Enter for the first	Receiving Party only.
Name			
Address (line 1)			
Address (line 2)			
Address (line 3)			
Address (line 4)			
Correspondent Name and	Address Area Code and	Telephone Number	202-457-0160
Name Laurinda L. Hicks			
Address (line 1) Dickinson Wright P	LLC		
Address (line 2) [1901 L Street, NW			
Address (line 3) Suite 800			
Address (line 4) Washington, DC 20	036		
Pages Enter the total n including any at	umber of pages of the att tachments.	ached conveyance	document # 36
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	e Amount for Properties		1): \$ 490.00
Method of Payment: Deposit Account	Enclosed 🗸 🛚	Deposit Account _	
(Enter for payment by deposit ac	count or if additional fees can be Deposit Account		# 04-1061
	Authorization to	charge additional fee	es: Yes 🗸 No
Statement and Signature			
To the best of my know	ledge and belief, the foregoi	ing information is true	and correct and any

attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

LAURINDA L. Hicks

Name of Person Signing

Signature Date Signed

Caurida CHels October 4, 1999

Neway Anchorlok International, Inc.

U.S. Trademark Registration Numbers:

1,515,168 704,885

2,020,112

2,219,890

1,183,458

PLEDGE AND SECURITY AGREEMENT [Guarantor]

THIS PLEDGE AND SECURITY AGREEMENT is entered into as of July 30, 1999 by and between Neway Anchorlok International, Inc., a Delaware corporation (the "Guarantor"), and Bank One, Michigan, in its capacity as agent (the "Agent") for the lenders party to the Credit Agreement referred to below.

PRELIMINARY STATEMENT

The Holland Group, Inc. (the "Borrower"), the Agent and the Lenders are entering into a Credit Agreement dated as of July 30, 1999 (as it may be amended or modified from time to time, the "Credit Agreement"). The Guarantor is entering into this Pledge and Security Agreement (as it may be amended or modified from time to time, the "Security Agreement") in order to induce the Lenders to enter into and extend credit to the Borrower under the Credit Agreement.

ACCORDINGLY, the Guarantor and the Agent, on behalf of the Lenders, hereby agree as follows:

ARTICLE I

DEFINITIONS

- 1.1. <u>Terms Defined in Credit Agreement</u>. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.
- 1.2. <u>Terms Defined in UCC</u>. Terms defined in the UCC which are not otherwise defined in this Security Agreement are used herein as defined in the UCC as in effect on the date hereof.
- 1.3. <u>Definitions of Certain Terms Used Herein</u>. As used in this Security Agreement, in addition to the terms defined in the Preliminary Statement, the following terms shall have the following meanings:

"Accounts" means all rights to payment for goods sold or leased or services rendered by the Guarantor, whether or not earned by performance, together with all security interests or other security held by or granted to the Guarantor to secure such rights to payment and all other assets falling within the definition of "Account", as that term is defined the UCC.

"Article" means a numbered article of this Security Agreement, unless another document is specifically referenced.

"Chattel Paper" means any writing or group of writings which evidences both a monetary obligation and a security interest in or a lease of specific goods and all other assets falling within the definition of "Chattel Paper", as that term is defined in the UCC.

"Collateral" means all Accounts, Chattel Paper, Documents, Equipment, Fixtures, General Intangibles, Investment Property, Instruments, Inventory, Pledged Deposits, Stock Rights and Other

Collateral, wherever located, in which the Guarantor now has or hereafter acquires any right or interest, and the proceeds, insurance proceeds and products thereof, together with all books and records, customer lists, credit files,

"Control" shall have the meaning set forth in Article 8 of the UCC as in effect from time to time.

"Default" means an event described in Section 5.1.

"Documents" means all documents of title and goods evidenced thereby, including without limitation all bills of lading, dock warrants, dock receipts, warehouse receipts and orders for the delivery of goods, and also any other document which in the regular course of business or financing is treated as adequately evidencing that the person in possession of it is entitled to receive, hold and dispose of the document and the goods it covers and all other assets falling within the definition of "Document", as that term is defined in the UCC.

"Equipment" means all equipment, machinery, furniture and goods used or usable by the Guarantor in its business and all other tangible personal property (other than Inventory), and all accessions and additions thereto, including, without limitation, all Fixtures and all other assets falling within the definition of "Equipment", as that term is defined in the UCC.

"Exhibit" refers to a specific exhibit to this Security Agreement, unless another document is specifically referenced.

"Farm Products" means all crops and livestock in being and in gestation, all supplies used or produced by the Guarantor in farming operations and all products of any of the foregoing whether or not such products are in their manufactured states and all other assets falling within the definition of "Farm Products", as that term is defined in the UCC.

"Fixtures" means all goods which become so related to particular real estate that an interest in such goods arises under any real estate law applicable thereto, including, without limitation, all trade fixtures and all other assets falling within the definition of "Fixtures", as that term is defined in the UCC.

"General Intangibles" means all intangible personal property (other than Accounts) including, without limitation, all contract rights, rights to receive payments of money, choses in action, causes of action, judgments, tax refunds and tax refund claims, patents, trademarks, trade names, copyrights, licenses, franchises, computer programs, software, goodwill, customer and supplier contracts, interests in general or limited partnerships, joint ventures or limited liability companies, reversionary interests in pension and profit sharing plans and reversionary, beneficial and residual interests in trusts, leasehold interests in real or personal property, rights to receive rentals of real or personal property and guarantee and indemnity claims and all other assets falling within the definition of "General Intangibles", as that term is defined in the UCC, except those items excluded from the description of "Collateral" in the Credit Agreement.

"Investment Property" means a security, whether certificated or uncertificated; a security entitlement; a securities account; or a financial asset (all as defined in the UCC).

"Instruments" means all negotiable instruments (as defined in the UCC), certificated and uncertificated securities and any replacements therefor and Stock Rights related thereto, and other writings which evidence a right to the payment of money and which are not themselves security agreements or leases and are of a type which in the ordinary course of business are transferred by delivery

with any necessary indorsement or assignment, including, without limitation, all checks, drafts, notes, bonds, debentures, government securities, certificates of deposit, letters of credit, preferred and common stocks, options and warrants, except those items excluded from the description of "Collateral" in the Credit Agreement.

"Inventory" means all goods held for sale or lease, or furnished or to be furnished under contracts of service, or consumed in the Guarantor's business, including without limitation raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory manufacturing supplies and spare parts, all such goods that have been returned to or repossessed by or on behalf of the Guarantor, and all such goods released to the Guarantor or to third parties under trust receipts or similar documents and all other assets falling within the definition of "Inventory", as that term is defined in the UCC.

"Lenders" means the lenders party to the Credit Agreement and their successors and assigns.

"Obligations" means any and all (a) indebtedness, liabilities and other obligations of the Borrower or any of its Subsidiaries (including without limitation the Guarantor) now or hereafter owing to the Lenders, the LC Issuer or the Agent under or on account of the Credit Agreement, any letters of credit, notes or other instruments issued to the Lenders, the LC Issuer or the Agent pursuant thereto, the Guaranty or any other Loan Documents, (b) obligations and performance of all covenants of Borrower under any Rate Hedging Agreements with any Lender or Affiliate of any Lender and (c) other Secured Obligations, in all cases, of any kind or nature, howsoever created or evidenced and whether now or hereafter existing, direct or indirect, (including without limitation any participation interest acquired by any Lender in any such indebtedness, obligations or liabilities of the Borrower or any Subsidiary to any other person) absolute or contingent, joint and/or several, secured or unsecured, arising by operation of law or otherwise, and whether incurred by Borrower as principal, surety, endorser, guarantor, accommodation party or otherwise, due or to become due, including without limitation all principal and all interest (including any interest accruing subsequent to any petition filed by or against the Borrower or any Subsidiary under the U.S. Bankruptcy Code, whether or not allowed), indemnity and reimbursement obligations, charges, expenses, fees, attorneys' fees and disbursements and any other amounts owing thereunder.

"Other Collateral" means any property of the Guarantor, other than real estate, not included within the defined terms Accounts, Chattel Paper, Documents, Equipment, Farm Products, Fixtures, General Intangibles, Instruments, Inventory, Investment Property, Pledged Deposits and Stock Rights, including, without limitation, all cash on hand and all deposit accounts, escrow accounts or other deposits (general or special, time or demand, provisional or final) with any bank or other financial institution, it being intended that the Collateral include all property of the Guarantor other than real estate.

"Fledged Deposits" means all time deposits of money, whether or not evidenced by certificates, which the Guarantor may from time to time designate as pledged to the Agent or to any Lender as security for any Obligation, and all rights to receive interest on said deposits.

"Receivables" means the Accounts, Chattel Paper, Documents, Investment Property, Instruments or Pledged Deposits, and any other rights or claims to receive money which are General Intangibles or which are otherwise included as Collateral.

"Required Secured Parties" means (x) prior to an acceleration of the obligations under the Credit Agreement, the Required Lenders and (y) after an acceleration of the obligations under the Credit Agreement, Lenders holding in the aggregate at least 51% of the total of (i) the unpaid principal amount of Aggregate Outstanding Credit Exposure and (ii) the aggregate net early termination payments then due

and unpaid from the Borrower to the Lenders or any of their Affiliates under Rate Hedging Agreements, as determined by the Agent in its reasonable discretion.

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

"Security" has the meaning set forth in Article 8 of the UCC.

"Stock Rights" means any securities, dividends or other distributions and any other right or property which the Guarantor shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral and any securities, any right to receive securities and any right to receive earnings, in which the Guarantor now has or hereafter acquires any right, issued by an issuer of such securities.

"UCC" means the Michigan Uniform Commercial Code as in effect from time to time.

"Unmatured Default" means an event which but for the lapse of time or the giving of notice, or both, would constitute a Default.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

ARTICLE II

GRANT OF SECURITY INTEREST

The Guarantor hereby pledges, assigns and grants to the Agent, on behalf of and for the ratable benefit of the Lenders, a security interest in all of the Guarantor's right, title and interest in and to the Collateral to secure the prompt and complete payment and performance of the Secured Obligations.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

The Guarantor represents and warrants to the Agent and the Lenders that:

3.1. Title, Authorization, Validity and Enforceability. The Guarantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except for Liens permitted under Section 4.1.6, and has full power and authority to grant to the Agent the security interest in such Collateral pursuant hereto. The execution and delivery by the Guarantor of this Security Agreement has been duly authorized by proper proceedings, and this Security Agreement constitutes a legal, valid and binding obligation of the Guarantor and creates a security interest which is enforceable against the Guarantor in all now owned and hereafter acquired Collateral. When financing statements have been filed in the appropriate offices against the Guarantor in the locations listed on Exhibit "E", the Agent will have a fully perfected first priority security interest in that Collateral in which a security interest may be perfected by filing in such offices, subject only to Liens permitted under Section 4.1.6.

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hereunder, nor compliance with the terms and provisions hereof will violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Guarantor or the Guarantor's articles or certificate of incorporation or by-laws, the provisions of any indenture, instrument or agreement to which the Guarantor is a party or is subject, or by which it, or its property, is bound, or conflict with or constitute a default thereunder, or result in the creation or imposition of any Lien pursuant to the terms of any such indenture, instrument or agreement (other than any Lien of the Agent on behalf of the Lenders).

- 3.3. <u>Principal Location</u>. The Guarantor's mailing address, and the location of its chief executive office and of the books and records relating to the Receivables, are disclosed in Exhibit "A"; the Guarantor has no other places of business except those set forth in Exhibit "A".
- 3.4. <u>Property Locations</u>. The Inventory, Equipment and Fixtures are located solely at the locations described in Exhibit "A". All of said locations are owned by the Guarantor except for locations (i) which are leased by the Guarantor as lessee and designated in Part B of Exhibit "A" and (ii) at which Inventory is held in a public warehouse or is otherwise held by a bailee or on consignment as designated in Part C of Exhibit "A", with respect to which Inventory the Guarantor has delivered bailment agreements, warehouse receipts, financing statements or other documents satisfactory to the Lenders to protect the Agent's and the Lenders' security interest in such Inventory.
- 3.5. <u>No Other Names</u>. The Guarantor has not conducted business under any name except the name in which it has executed this Security Agreement.
 - 3.6. No Default. No Default or Unmatured Default exists.
- 3.7. Accounts and Chattel Paper. The names of the obligors, amounts owing, due dates and other information with respect to the Accounts and Chattel Paper are and will be correctly stated in all records of the Guarantor relating thereto and in all invoices and reports with respect thereto furnished to the Agent by the Guarantor from time to time. As of the time when each Account or each item of Chattel Paper arises, the Guarantor shall be deemed to have represented and warranted that such Account or Chattel Paper, as the case may be, and all records relating thereto, are genuine and in all respects what they purport to be.
- 3.8. <u>Filing Requirements</u>. None of the Collateral is of a type for which security interests or liens may be perfected by filing under any federal statute except for patents, trademarks and copyrights held by the Guarantor and described in Exhibit "B". The legal description, county and street address of the property on which any Fixtures are located is set forth in Exhibit "C" together with the name and address of the record owner of each such property.
- 3.9. <u>No Financing Statements</u>. No financing statement describing all or any portion of the Collateral which has not lapsed or been terminated naming the Guarantor as debtor has been filed in any jurisdiction except (i) financing statements naming the Agent on behalf of the Lenders as the secured party, and (ii) as permitted by Section 4.1.6.
- 3.10. <u>Federal Employer Identification Number</u>. The Guarantor's Federal employer identification number is 13 3807731.
- 3.11. <u>Pledged Securities and Other Investment Property</u>. Exhibit "E" sets forth a complete and accurate list of the Instruments, Securities and other Investment Property delivered to the Agent. The Guarantor is the direct and beneficial owner of each Instrument, Security and other type of Investment Property listed on Exhibit "D" as being owned by it, free and clear of any Liens, except for the security interest granted to the Agent for the benefit of the Lenders hereunder. The Guarantor further represents

3.1. Pledged Securities and Other Investment Property. Exhibit "E" sets forth a complete and accurate list of the Instruments, Securities and other Investment Property delivered to the Agent. The Guarantor is the direct and beneficial owner of each Instrument, Security and other type of Investment Property listed on Exhibit "D" as being owned by it, free and clear of any Liens, except for the security interest granted to the Agent for the benefit of the Lenders hereunder. The Guarantor further represents and warrants that (i) all such Instruments, Securities or other types of Investment Property which are shares of stock in a corporation or ownership interests in a partnership or limited liability company have been (to the extent such concepts are relevant with respect to such Instrument, Security or other type of Investment Property) duly and validly issued, are fully paid and non-assessable and (ii) with respect to any certificates delivered to the Agent representing an ownership interest in a partnership or limited liability company, either such certificates are Securities as defined in Article 8 of the Uniform Commercial Code of the applicable jurisdiction as a result of actions by the issuer or otherwise, or, if such certificates are not Securities, the Guarantor has so informed the Agent so that the Agent may take steps to perfect its security interest therein as a General Intangible.

ARTICLE IV

COVENANTS

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

4.1. General.

- 4.1.1. <u>Inspection</u>. The Guarantor will permit the Agent or any Lender, by its representatives and agents (i) to inspect the Collateral, (ii) to examine and make copies of the records of the Guarantor relating to the Collateral and (iii) to discuss the Collateral and the related records of the Guarantor with, and to be advised as to the same by, the Guarantor's officers and employees (and, in the case of any Receivable, with any person or entity which is or may be obligated thereon), all at such reasonable times and intervals as the Agent or such Lender may determine, and all at the Guarantor's expense.
- 4.1.2. <u>Taxes</u>. The Guarantor will pay prior to any penalty being assessed, all taxes, assessments and governmental charges and levies upon the Collateral, except those which are being contested in good faith by appropriate proceedings and with respect to which no Lien exists.
- 4.1.3. Records and Reports; Notification of Default. The Guarantor will maintain complete and accurate books and records with respect to the Collateral, and furnish to the Agent, with sufficient copies for each of the Lenders, such reports relating to the Collateral as the Agent shall from time to time request. The Guarantor will give prompt notice in writing to the Agent and the Lenders of the occurrence of any Default or Unmatured Default and of any other development, financial or otherwise, which might materially and adversely affect the Collateral.
- 4.1.4. <u>Financing Statements and Other Actions; Defense of Title</u>. The Guarantor will execute and deliver to the Agent all financing statements and other documents and take such other actions as may from time to time be requested by the Agent in order to maintain a first perfected security interest in and, in the case of Investment Property, Control of, the Collateral. The Guarantor will take any and all actions necessary to defend title to the Collateral against all

persons and to defend the security interest of the Agent in the Collateral and the priority thereof against any Lien not expressly permitted hereunder.

- 4.1.5. <u>Disposition of Collateral</u>. The Guarantor will not sell, lease or otherwise dispose of the Collateral except (i) prior to the occurrence of a Default or Unmatured Default, dispositions specifically permitted pursuant to Section 6.13 of the Credit Agreement, (ii) until such time following the occurrence of a Default as the Guarantor receives a notice from the Agent instructing the Guarantor to cease such transactions, sales or leases of Inventory in the ordinary course of business, and (iii) until such time as the Guarantor receives a notice from the Agent pursuant to Article VII, proceeds of Inventory and Accounts collected in the ordinary course of business.
- 4.1.6. <u>Liens</u>. The Guarantor will not create, incur, or suffer to exist any Lien on the Collateral except (i) the security interest created by this Security Agreement, and (ii) other Liens permitted pursuant to Section 6.15 of the Credit Agreement.
- 4.1.7. Change in Location or Name. The Guarantor will not (i) have any Inventory, Equipment or Fixtures or proceeds or products thereof (other than Inventory and proceeds thereof disposed of as permitted by Section 4.1.5) at a location other than a location specified in Exhibit "A", (ii) maintain records relating to the Receivables at a location other than at the location specified on Exhibit "A", (iii) maintain a place of business at a location other than a location specified on Exhibit "A", (iv) change its name or taxpayer identification number or (v) change its mailing address, unless the Guarantor shall have given the Agent not less than 30 days' prior written notice thereof, and the Agent shall have determined that such change will not adversely affect the validity, perfection or priority of the Agent's security interest in the Collateral.
- 4.1.8. Other Financing Statements. The Guarantor will not sign or authorize the signing on its behalf of any financing statement naming it as debtor covering all or any portion of the Collateral, except as permitted by Section 4.1.6.

4.2. Receivables.

- 4.2.1. <u>Certain Agreements on Receivables</u>. The Guarantor will not make or agree to make any discount, credit, rebate or other reduction in the original amount owing on a Receivable or accept in satisfaction of a Receivable less than the original amount thereof, except that, prior to the occurrence of a Default, the Guarantor may reduce the amount of Accounts arising from the sale of Inventory in accordance with its present policies and in the ordinary course of business.
- 4.2.2. <u>Collection of Receivables</u>. Except as otherwise provided in this Security Agreement, the Guarantor will collect and enforce, at the Guarantor's sole expense, all amounts due or hereafter due to the Guarantor under the Receivables.
- 4.2.3. <u>Delivery of Invoices</u>. The Guarantor will deliver to the Agent immediately upon its request after the occurrence of a Default duplicate invoices with respect to each Account bearing such language of assignment as the Agent shall specify.
- 4.2.4. <u>Disclosure of Counterclaims on Receivables</u>. If (i) any discount, credit or agreement to make a rebate or to otherwise reduce the amount owing on a Receivable exists or (ii) if, to the knowledge of the Guarantor, any dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to a Receivable, the Guarantor will disclose

such fact to the Agent in writing in connection with the inspection by the Agent of any record of the Guarantor relating to such Receivable and in connection with any invoice or report furnished by the Guarantor to the Agent relating to such Receivable.

4.3. <u>Inventory and Equipment.</u>

- 4.3.1. <u>Maintenance of Goods</u>. The Guarantor will do all things necessary to maintain, preserve, protect and keep the Inventory and the Equipment in good repair and working and saleable condition.
- 4.3.2. <u>Insurance</u>. The Guarantor will (i) maintain fire and extended coverage insurance on the Inventory and Equipment containing a lender's loss payable clause in favor of the Agent, on behalf of the Lenders, and providing that said insurance will not be terminated except after at least 30 days' written notice from the insurance company to the Agent, (ii) maintain such other insurance on the Collateral for the benefit of the Agent as the Agent shall from time to time request, (iii) furnish to the Agent upon the request of the Agent from time to time the originals of all policies of insurance on the Collateral and certificates with respect to such insurance and (iv) maintain general liability insurance naming the Agent, on behalf of the Lenders, as an additional insured.
- 4.3.3. <u>Titled Vehicles</u>. The Guarantor does not own any material amount of certificated motor vehicles and as of the date hereof the Agent is not filing on certificated motor vehicles, provided that the Agent may at any time request that the Agent be named as a first lien holder on all vehicle title certificates and the Borrower agrees to take such action and execute such documents as reasonably requested by the Agent to accomplish the foregoing.
- 4.4. <u>Instruments, Securities, Chattel Paper, Documents and Pledged Deposits</u>. The Guarantor will (i) deliver to the Agent immediately upon execution of this Security Agreement the originals of all Chattel Paper, Securities and Instruments (if any then exist), together with appropriate stock and other transfer powers duly executed in blank, (ii) hold in trust for the Agent upon receipt and immediately thereafter deliver to the Agent any Chattel Paper, Securities and Instruments constituting Collateral, (iii) upon the designation of any Pledged Deposits (as set forth in the definition thereof), deliver to the Agent such Pledged Deposits which are evidenced by certificates included in the Collateral endorsed in blank, marked with such legends and assigned as the Agent shall specify, and (iv) upon the Agent's request, deliver to the Agent (and thereafter hold in trust for the Agent upon receipt and immediately deliver to the Agent) any Document evidencing or constituting Collateral.
- 4.5. <u>Uncertificated Securities and Certain Other Investment Property</u>. The Guarantor will permit the Agent from time to time to cause the appropriate issuers (and, if held with a securities intermediary, such securities intermediary) of uncertificated securities or other types of Investment Property not represented by certificates which are Collateral to mark their books and records with the numbers and face amounts of all such uncertificated securities or other types of Investment Property not represented by certificates and all rollovers and replacements therefor to reflect the Lien of the Agent granted pursuant to this Security Agreement. The Guarantor will take any actions necessary to cause (i) the issuers of uncertificated securities which are Collateral and which are Securities and (ii) any financial intermediary which is the holder of any Investment Property, to cause the Agent to have and retain Control over such Securities or other Investment Property. Without limiting the foregoing, the Guarantor will, with respect to Investment Property held with a financial intermediary, cause such financial intermediary to enter into a control agreement with the Agent in form and substance satisfactory to the Agent.

4.6. Stock and Other Ownership Interests.

- 4.6.1. Changes in Capital Structure of Issuers. The Guarantor will not (i) permit or suffer any issuer of privately held corporate securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral to dissolve, liquidate, retire any of its capital stock or other Instruments or Securities evidencing ownership, reduce its capital or merge or consolidate with any other entity, or (ii) vote any of the Instruments, Securities or other Investment Property in favor of any of the foregoing.
- 4.6.2. <u>Issuance of Additional Securities</u>. The Guarantor will not permit or suffer the issuer of privately held corporate securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral to issue any such securities or other ownership interests, any right to receive the same or any right to receive earnings, in each case with respect to the Borrower's interests, except to the Guarantor.
- 4.6.3. <u>Registration of Pledged Securities and other Investment Property</u>. The Guarantor will permit any registerable Collateral to be registered in the name of the Agent or its nominee at any time following Default or if required for perfection of the Agent's Lien, at the option of the Required Secured Parties.
- 4.6.4. Exercise of Rights in Pledged Securities and other Investment Property: Investment Property: Investment Property: Investment Property: Investment Property: Investment Property: Investment Property in or of a Default, without limitation, exchange, subscription or any other rights, privileges, or options pertaining to any corporate securities or other ownership interests or Investment Property in or of a corporation, partnership, joint venture, limited liability company or other entity constituting Collateral and the Stock Rights as if it were the absolute owner thereof. The Guarantor agrees that the proxy granted in this Section 4.6.4. is coupled with an interest and is and shall be both valid and irrevocable so long as the relevant Collateral is subject to this Agreement. The Guarantor further acknowledges that the term of said proxy may exceed three years from the date hereof.
- 4.7. <u>Pledged Deposits</u>. The Guarantor will not withdraw all or any portion of any Pledged Deposit or fail to rollover said Pledged Deposit without the prior written consent of the Agent.
- 4.8. Deposit Accounts. The Guarantor will (i) upon the Agent's request, notify each bank or other financial institution in which it maintains a deposit account or other deposit (general or special, time or demand, provisional or final) of the security interest granted to the Agent hereunder and cause each such bank or other financial institution to acknowledge such notification in writing and (ii) upon the Agent's request after the occurrence and during the continuance of a Default, deliver to each such bank or other financial institution a letter, in form and substance acceptable to the Agent, transferring dominion and control over each such account to the Agent until such time as no Default exists. In the case of deposits maintained with Lenders, the terms of such letter shall be subject to the provisions of the Credit Agreement regarding setoffs.
- 4.9. <u>Federal, State or Municipal Claims</u>. The Guarantor will notify the Agent of any Collateral which constitutes a claim against the United States government or any state government or any instrumentality or agency thereof, the assignment of which claim is restricted by federal, state or municipal law.

ARTICLE V

DEFAULT

- 5.1. <u>Defaults</u>. The occurrence of any one or more of the following events shall constitute a Default:
 - 5.1.1. Any Secured Obligation shall not be paid when due, whether at stated maturity, upon acceleration, or otherwise.
 - 5.1.2. The occurrence of any "Default" under, and as defined in, the Credit Agreement.
 - 5.1.3. Any limited partnership interests or ownership interests in a limited liability company which are included within the Collateral shall at any time constitute a Security or the issuer of any such interests shall take any action to have such interests treated as a Security unless (i) all certificates or other documents constituting such Security have been delivered to the Agent and such Security is properly defined as such under Article 8 of the Uniform Commercial Code of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise, or (ii) the Agent has entered into a control agreement with the issuer of such Security or with a securities intermediary relating to such Security and such Security is defined as such under Article 8 of the Uniform Commercial Code of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise.
- 5.2. <u>Acceleration and Remedies</u>. Upon the acceleration of the obligations under the Credit Agreement pursuant to Section 8.1 thereof, the Secured Obligations shall immediately become due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived, and, without limitation of its rights, the Agent may, with the concurrence or at the direction of the Required Secured Parties, exercise any of the following:
 - 5.2.1. Those rights and remedies provided in this Security Agreement, the Credit Agreement, or any other Loan Document, <u>provided</u> that this Section 5.2.1 shall not be understood to limit any rights or remedies available to the Agent and the Lenders prior to a Default.
 - 5.2.2. Those rights and remedies available to a secured party under the UCC (whether or not the UCC applies to the affected Collateral) or under any other applicable law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' lien) when a debtor is in default under a security agreement.
 - 5.2.3. Without notice except as specifically provided in Section 8.1 or elsewhere herein, sell, lease, assign, grant an option or options to purchase or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, for cash, on credit or for future delivery, and upon such other terms as the Agent may deem commercially reasonable.
- 5.3. <u>Debtor's Obligations Upon Default</u>. Upon the request of the Agent after the occurrence of a Default, the Guarantor will:
 - 5.3.1. <u>Assembly of Collateral</u>. Assemble and make available to the Agent the Collateral and all records relating thereto at any place or places specified by the Agent.

- 5.3.2. <u>Secured Party Access</u>. Permit the Agent, by the Agent's representatives and agents, to enter any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral and to remove all or any part of the Collateral.
- 5.4. <u>License</u>. The Agent is hereby granted a license or other right to use, following the occurrence and during the continuance of a Default, without charge, the Guarantor's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks, service marks, customer lists and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral, and, following the occurrence and during the continuance of a Default, the Guarantor's rights under all licenses and all franchise agreements shall inure to the Agent's benefit. In addition, the Guarantor hereby irrevocably agrees that the Agent may, following the occurrence and during the continuance of a Default, sell any of the Guarantor's Inventory directly to any person, including without limitation persons who have previously purchased the Guarantor's Inventory from the Guarantor and in connection with any such sale or other enforcement of the Agent's rights under this Agreement, may sell Inventory which bears any trademark owned by or licensed to the Guarantor and any Inventory that is covered by any copyright owned by or licensed to the Guarantor and sell such Inventory as provided herein.

ARTICLE VI

WAIVERS, AMENDMENTS AND REMEDIES

No delay or omission of the Agent or any Lender to exercise any right or remedy granted under this Security Agreement shall impair such right or remedy or be construed to be a waiver of any Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Security Agreement whatsoever shall be valid unless in writing signed by the Agent with the concurrence or at the direction of the Lenders required under Section 8.2 of the Credit Agreement and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Security Agreement or by law afforded shall be cumulative and all shall be available to the Agent and the Lenders until the Secured Obligations have been paid in full.

ARTICLE VII

PROCEEDS; COLLECTION OF RECEIVABLES

7.1. <u>Lockboxes</u>. Upon request of the Agent after the occurrence of a Default, the Guarantor shall execute and deliver to the Agent irrevocable lockbox agreements in the form provided by or otherwise acceptable to the Agent, which agreements shall be accompanied by an acknowledgment by the bank where the lockbox is located of the Lien of the Agent granted hereunder and of irrevocable instructions to wire all amounts collected therein to a special collateral account at the Agent.

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- 7.2. Collection of Receivables. The Agent may at any time in its sole discretion after the occurrence of a Default, by giving the Guarantor written notice, elect to require that the Receivables be paid directly to the Agent for the benefit of the Lenders. In such event, the Guarantor shall, and shall permit the Agent to, promptly notify the account debtors or obligors under the Receivables of the Lenders' interest therein and direct such account debtors or obligors to make payment of all amounts then or thereafter due under the Receivables directly to the Agent. Upon receipt of any such notice from the Agent, the Guarantor shall thereafter hold in trust for the Agent, on behalf of the Lenders, all amounts and proceeds received by it with respect to the Receivables and Other Collateral and immediately and at all times thereafter deliver to the Agent all such amounts and proceeds in the same form as so received, whether by cash, check, draft or otherwise, with any necessary endorsements. The Agent shall hold and apply funds so received as provided by the terms of Sections 7.3 and 7.4.
- 7.3. Special Collateral Account. The Agent may after the occurrence of a Default require all cash proceeds of the Collateral to be deposited in a special non-interest bearing cash collateral account with the Agent and held there as security for the Secured Obligations. The Guarantor shall have no control whatsoever over said cash collateral account. If any Default has occurred and is continuing, the Agent may (and shall, at the direction of the Required Secured Parties), from time to time, apply the collected balances in said cash collateral account to the payment of the Secured Obligations whether or not the Secured Obligations shall then be due.
- 7.4. <u>Application of Proceeds</u>. The proceeds of the Collateral shall be applied by the Agent to payment of the Secured Obligations in the order required under the Credit Agreement unless a court of competent jurisdiction shall otherwise direct.

ARTICLE VIII

GENERAL PROVISIONS

- 8.1. <u>Notice of Disposition of Collateral</u>. The Guarantor hereby agrees that the notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made shall be deemed reasonable if sent to the Guarantor, addressed as set forth in Article IX, at least ten days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made.
- 8.2. <u>Compromises and Collection of Collateral</u>. The Guarantor and the Agent recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Receivables, that certain of the Receivables may be or become uncollectible in whole or in part and that the expense and probability of success in litigating a disputed Receivable may exceed the amount that reasonably may be expected to be recovered with respect to a Receivable. In view of the foregoing, the Guarantor agrees that the Agent may at any time and from time to time, if a Default has occurred and is continuing, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as the Agent in its sole discretion shall determine or abandon any Receivable, and any such action by the Agent shall be commercially reasonable so long as the Agent acts in good faith based on information known to it at the time it takes any such action.
- 8.3. <u>Secured Party Performance of Debtor Obligations</u>. Without having any obligation to do so, the Agent may perform or pay any obligation which the Guarantor has agreed to perform or pay in this Security Agreement and the Guarantor shall reimburse the Agent for any amounts paid by the Agent

pursuant to this Section 8.3. The Guarantor's obligation to reimburse the Agent pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

- Authorization for Secured Party to Take Certain Action. The Guarantor irrevocably authorizes the Agent at any time and from time to time in the sole discretion of the Agent and appoints the Agent as its attorney in fact (i) to execute on behalf of the Guarantor as debtor and to file financing statements necessary or desirable in the Agent's sole discretion to perfect and to maintain the perfection and priority of the Agent's security interest in the Collateral, (ii) to indorse and collect any cash proceeds of the Collateral, (iii) to file a carbon, photographic or other reproduction of this Security Agreement or any financing statement with respect to the Collateral as a financing statement in such offices as the Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Agent's security interest in the Collateral, (iv) to contact and enter into one or more agreements with the issuers of uncertificated securities which are Collateral and which are Securities or with financial intermediaries holding other Investment Property as may be necessary or advisable to give the Agent Control over such Securities or other Investment Property, (v) subject to the terms of Section 4.1.5, to enforce payment of the Receivables in the name of the Agent or the Guarantor, (vi) to apply the proceeds of any Collateral received by the Agent to the Secured Obligations as provided in Article VII and (vii) to discharge past due taxes, assessments, charges, fees or Liens on the Collateral (except for such Liens as are specifically permitted hereunder), and the Guarantor agrees to reimburse the Agent on demand for any payment made or any expense incurred by the Agent in connection therewith, provided that this authorization shall not relieve the Guarantor of any of its obligations under this Security Agreement or under the Credit Agreement.
- 8.5. Specific Performance of Certain Covenants. The Guarantor acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1.5, 4.1.6, 4.4, 5.3, or 8.7 or in Article VII will cause irreparable injury to the Agent and the Lenders, that the Agent and Lenders have no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of the Agent or the Lenders to seek and obtain specific performance of other obligations of the Guarantor contained in this Security Agreement, that the covenants of the Guarantor contained in the Sections referred to in this Section 8.5 shall be specifically enforceable against the Guarantor.
- 8.6. <u>Use and Possession of Certain Premises</u>. Upon the occurrence of a Default, the Agent shall be entitled to occupy and use any premises owned or leased by the Guarantor where any of the Collateral or any records relating to the Collateral are located until the Secured Obligations are paid or the Collateral is removed therefrom, whichever first occurs, without any obligation to pay the Guarantor for such use and occupancy.
- 8.7. <u>Dispositions Not Authorized</u>. The Guarantor is not authorized to sell or otherwise dispose of the Collateral except as set forth in Section 4.1.5 and notwithstanding any course of dealing between the Guarantor and the Agent or other conduct of the Agent, no authorization to sell or otherwise dispose of the Collateral (except as set forth in Section 4.1.5) shall be binding upon the Agent or the Lenders unless such authorization is in writing signed by the Agent with the consent or at the direction of the Required Lenders.
- 8.8. <u>Benefit of Agreement</u>. The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of the Guarantor, the Agent and the Lenders and their respective successors and assigns, except that the Guarantor shall not have the right to assign its rights or delegate its obligations under this Security Agreement or any interest herein, without the prior written consent of the Agent.

- 8.9. <u>Survival of Representations</u>. All representations and warranties of the Guarantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.
- 8.10. <u>Taxes and Expenses</u>. Any taxes (including income taxes) payable or ruled payable by Federal or State authority in respect of this Security Agreement shall be paid by the Guarantor, together with interest and penalties, if any. The Guarantor shall reimburse the Agent for any and all out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Agent) paid or incurred by the Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Security Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral). Any and all costs and expenses incurred by the Guarantor in the performance of actions required pursuant to the terms hereof shall be borne solely by the Guarantor.
- 8.11. <u>Headings</u>. The title of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.
- 8.12. <u>Termination</u>. This Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been indefeasibly paid and performed in full and no commitments of the Agent or the Lenders which would give rise to any Secured Obligations are outstanding.
- 8.13. <u>Entire Agreement</u>. This Security Agreement embodies the entire agreement and understanding between the Guarantor and the Agent relating to the Collateral and supersedes all prior agreements and understandings between the Guarantor and the Agent relating to the Collateral.
- 8.14. <u>CHOICE OF LAW</u>. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF MICHIGAN.
- 8.15. <u>Indemnity</u>. The Guarantor hereby agrees to indemnify the Agent and the Lenders, and their respective successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature (including, without limitation, all expenses of litigation or preparation therefor whether or not the Agent or any Lender is a party thereto) imposed on, incurred by or asserted against the Agent or the Lenders, or their respective successors, assigns, agents and employees, in any way relating to or arising out of this Security Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (including, without limitation, latent and other defects, whether or not discoverable by the Agent or the Lenders or the Guarantor, and any claim for patent, trademark or copyright infringement).

ARTICLE IX

NOTICES

- 9.1. <u>Sending Notices</u>. Any notice required or permitted to be given under this Security Agreement shall be sent (and deemed received) in the manner and to the addresses set forth in Article XIII of the Credit Agreement.
- 9.2. <u>Change in Address for Notices</u>. Each of the Guarantor, the Agent and the Lenders may change the address for service of notice upon it by a notice in writing to the other parties.

ARTICLE X

THE AGENT

Bank One, Michigan has been appointed Agent for the Lenders hereunder pursuant to Article X of the Credit Agreement. It is expressly understood and agreed by the parties to this Security Agreement that any authority conferred upon the Agent hereunder is subject to the terms of the delegation of authority made by the Lenders to the Agent pursuant to the Credit Agreement, and that the Agent has agreed to act (and any successor Agent shall act) as such hereunder only on the express conditions contained in such Article X. Any successor Agent appointed pursuant to Article X of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Agent hereunder.

Page 15

IN WITNESS WHEREOF, the Guarantor and the Agent have executed this Security Agreement as of the date first above written.

NEWAY ANCHORLOK INTERNATIONAL, INC.

Warina

BANK ONE, MICHIGAN

as Agent

Бу. 2

itle: ///

STATE OF MICHIGAN)		
)	SS.	
COUNTY OF KENT)		

The foregoing instrument was acknowledged before me this 30th day of July 1999, by Richard W. Muzzy, organization of lewastencharlos, a warmen corporation, on behalf of said corporation.

Cheryl A. Dolan

Notary Public, Wayne County, Michigan, acting

in Kent County, Michigan

My commission expires: October 23, 2002

EXHIBIT "A"

(See Sections 3.3, 3.4, 4.1.7 and 9.1 of Security Agreement)

(Neway Anchorlok International, Inc.)

Principal	Place of	Business	and l	Mailing	Address:	

1950 Industrialplex Blvd. Muskegon, MI 49442-6195

Attention:

Chief Financial Officer

Location(s) of Receivables Records (if different from Principal Place of Business above):

N/A

Locations of Inventory and Equipment and Fixtures:

A. Properties Owned by the Borrower:

1950 Industrial Blvd., Muskegon, MI 49442-6195

B. <u>Properties Leased by the Borrower</u> (Include Landlord's Name):

1770 E. Keating, Muskegon, MI 49442-6119 (R & S Holdings, Inc.)

1811 E. Hayes, Grand Haven, MI 49417 (R-H Properties, L.L.C.)

C. <u>Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements</u> (include name of Warehouse Operator or other Bailee or Consignee):

NONE

EXHIBIT "B" (See Section 3.8 of Security Agreement) (Neway Anchorlok International, Inc.)

A. Patents, copyrights, trademarks protected under federal law*

[See Schedule 5.23 to Credit Agreement]

B. Aircraft/engines, ships, railcars and other vehicles governed by federal statute:

Description

Registration Number

NONE

^{*}For (i) trademarks, show the trademark itself, the registration date and the registration number; (ii) trademark applications, show the trademark applied for, the application filing date and the serial number of the application; (iii) patents, show the patent number, issue date and a brief description of the subject matter of the patent; and (iv) patent applications, show the serial number of the application, the application filing date and a brief description of the subject matter of the patent applied for. Any licensing agreements for patents or trademarks should be described on a separate schedule.

EXHIBIT "C" (See Section 3.8 of Security Agreement) (Neway Anchorlok International, Inc.)

Legal description, county and street address of property on which Fixtures are located:

[See Exhibit "A" Parts A and B above]

Name and address of record owner:

[See Exhibit "A" Parts A and B above]

EXHIBIT "D"

List of Pledged Securities (See Section 3.11 of Security Agreement) (Neway Anchorlok International, Inc.)

A. STOCKS:

<u>Issuer</u> <u>Certificate Number</u> <u>Number of Shares</u>

Neway Anchorlok International, (Canada), Inc.

C-1

65

B. BONDS:

<u>Issuer Number Face Amount Coupon Rate Maturity</u>

NONE

C. GOVERNMENT SECURITIES:

<u>Issuer Number Type Face Amount Coupon Rate Maturity</u>

NONE

D. OTHER SECURITIES OR OTHER INVESTMENT PROPERTY (CERTIFICATED AND UNCERTIFICATED):

Issuer Description of Collateral Percentage Ownership Interest

[See Schedule 6.14 to Credit Agreement]

EXHIBIT "E" (See Schedule 3.1 of Security Agreement) (Neway Anchorlok International, Inc.)

OFFICES IN WHICH FINANCING STATEMENTS HAVE BEEN FILED

Michigan Department of State, UCC Division Ottawa County, MI Register of Deeds Office Muskegon County, MI Register of Deeds Office

Neway Anchorlok International, Inc. United States and Foreign Patent and Trademark Registrations

(see following chart)

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NEWA : ANCHURLUK INTERNATIONAL, INC.

Printed: Patent Report by Invention 4/26/99 Page Status: ISSUED **ISSUED** PATENTA COUNTRY REFFRENCE TYPE FILED SERIAL # STATUS SPRING BRAKE ACTUATOR AND REACTION PLATE ANCHOR 70774-0047 NEW 2/10/95 04/295.778 6/18/96 5,525,732 UNITED STATES ISSUED SPRING BRAKE ACTUATOR WITH GUIDE AND BEARING FOR AN ACTUATOR ROD DCA 11/8/94 10916/95 690170 **AUSTRALIA** 70774-0204 はちひをひ SPRING BRAKE ACTUATOR HAVING TWO-PLY PRESSURE PLATE ASSEMBLY 70774-0817 18735/95 M27/98 DCA 2/10/96 691262 **AUSTRALIA** ISSUED UNITED STATES 70774-0272 CON 3/28/96 06/623,426 9/1/98 5,799,554 ISSUED SPRING BRAKE ACTUATOR WITH GUIDE AND BEARING FOR AN ACTUATOR ROD UNITED STATES 70774-0257 NEW 8/17/95 06/505,281 6/24/97 5,640,893 **ISSUED** SPRING BRAKE ACTUATOR WITH DUST GUARD 2/16/94 94 1204 11/28/97 187,174 70774-0108 CEO ISSUED MEXICO 6/14/94 05/016,837 UNITED STATES 70774-0514 NEW 2/16/03 6,320,026 ISSUED SPRING BRAKE ACTUATOR WITH FILTERED SERVICE VENT OPENINGS 97/9443 10/22/97 7/29/98 97/9443 SOUTH AFRICA 70774-0653 CEO ISSUED TAMPER-RESISTANT BRAKE ACTUATOR CEQ 6/17/93 41308/93 **AUSTRALIA** 70774-0449 657218 ISSUED **EUROPEAN PATENT** 70774-0451 ĆEQ 6/9/93 93 109 320.7 4/14/07 0 575 830 ISSUED CEQ 6/25/93 93 3854 6/28/96 181995 ISSUED MEXICO 70774-0454 UNITED STATES 70774-0570 NEW 6/26/92 905,004 10/11/94 5,353,688 ISSUED LOW-TOLERANCE BUSHING 70774-0577 ŒQ 8/25/92 21261/92 659853 ALISTRALIA ISSUED **EUROPEAN PATENT** CEQ 92 114 646.0 ISSUED 70774-0455 8/27/92 0 529 629 7/14/97 3/30/94 94 2369 MEXICO 70774-0066 CON 185,307 ISSUED 08/041,819 UNITED STATES 70774-0489 CON 4/1/93 5/9/95 5,413,374 ISSUED PUSH-ROD GUIDE FOR AIR-OPERATED DIAPHRAGM SPRING BRAKES CANADA 70774-0350 CEQ 8/58/66 614,869 10/26/93 1,323,586 ISSUED 70774-0346 NEW 9/1/80 402,072 3/26/91 UNITED STATES 5,002,164 ISSUED HEIGHT CONTROL VALVE WITH SPRING RETURN ACTUATOR CEQ AUSTRALIA 70774-0301 10/22/86 64359/68 591396 ISSUED 520,951 CANADA 70774-0302 CEO 10/21/86 3/12/91 1,281,341 ISSUED EUROPEAN PATENT 70774-0316 CEQ. 10/22/86 86 114 672.8 2/22/89 0 237 821 ISSUED JAPAN 70774-0303 CEQ 10/30/68 259571/1986 7/8/96 2538218 ISSUED MEXICO CEQ 10/28/66 4174 4/29/94 70774-0304 163,354 ISSUED **NEW ZEALAND** ŒQ 10/29/86 216105 10/29/86 70774-0305 218,105 ISSUED **NEW ZEALAND** 70774-0753 CON 3/1/89 226,180 10/29/86 228,160 ISSUED UNITED STATES 3/17/86 70774-0447 NEW 840.907 2/73/MA 4,726,571 ISSUED APPARATUS FOR MOUNTING A TRAILING ARM AIR SUSPENSION TO A SLIDING FRAME UNITED STATES 70774-0532 NEW 12/11/90 625,842 2/18/92 5,088,763 ISSUED SPRING BRAKE ACTUATOR UNITED STATES 70774-0525 NEW 1/4/91 638,440 4/21/92 5,105,727 ISSUED ADJUSTABLE MOUNTING APPARATUS FOR AIR-OPERATED DIAPHRAGM SPRING BRAKES **EUROPEAN PATENT** 70774-0550 CEQ 9/19/90 90 118 034.9 0 433 571 ISSUED UNITED STATES 70774-0348 NEW 12/16/89 452,696 5/21/91 5.016.523 ISSUED AXLE SUPPORT BRACKET FOR A DRIVE AXLE SUSPENSION **AUSTRALIA** 70774-0465 CEQ 2/23/93 33724/93 1/30/96 663660 **ISSUED EUROPEAN PATENT** 70774-0446 CEQ 3/19/93 93 104 550.4 6/10/98 0 586 785 ISSUED MEXICO 70774-0460 CEQ 6/3/93 93 3347 7/31/96 182266 ISSUED UNITED STATES 70774-0835 CON 9/9/92 942 437

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COUNTRY	REFERENCE	TYPE	FILED	SERIAL	ISSUED	PATENT#		STATUS	
ALIGNMENT MECH	ANISM FOR VEHI	CLE SI	USPENSIO	NS					
AUSTRALIA	70774-0470	CEQ	11/4/92	26164/92		681514		ICCI ICS	
EUROPEAN PATENT	70774-0472	CEG	11/9/02	92 119 168.0		0 544 140		ISSUED	
MEXICO	70774-0475	CEQ	11/25/92	9206789	2/2/96	180.773		ISSUED	
UNITED STATES	70774-0585	NEW	11/26/91	790,635	4/13/93	5,201,696		ISSUED	
AXLE MOUNTING	A SSPMRLY					1,201,000			
UNITED STATES	70774-0649	NEW	12/21/90	07/633.120	5/12/92	5,112,078		ISSUED	
TRAILING ARM SU						5,112,010		192050	
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AUSTRALIA	70774-0572	CEG	5/5/92	16014/92	3510500	653606		ISSUED	
JAPAN	70774-0591	CEQ	6/9/92 6/18/92	143447/1992 92 2336	3/28/96	2038539		ISSUED	
MEXICO UNITED STATES	70774-05 75 70774-0526	NEW	12/5/90	07/622_723	3/15/96 5/26/92	181062		ISSUED	
ONLIED SIVIES	70774-0520	IIC.	(2)2150	011022,123	3/20/82	5,116,075		ISSUED	
LIFTABLE AXLE W	TTH LOAD CONTR	OL							
CANADA	70774-0307	CEQ	10/24/66	521,357	11/13/90	1,276,202		おいいきゅう	
NEW ZEALAND	70774-0309	CEQ	11/14/68	218295	2/16/89	218295		ISSUED	
APPARATUS FOR M	IOUNTING A TRAI	LING A	ARM AIR S	SUSPENSION TO	SLIDING I	FRAME			
AUSTRALIA	70774-0477	CEQ	6/26/92	39951/93		667097		ISSUED	
MEXICO	70774-0479	CEQ	6/26/93	93 3655	6/27/96	181996		ISSUED	
UNITED STATES	70774-0584	NEW	6/26/92	905,269	8/9/94	5,335,932		ISSUED	
Suspension fram	TE BRACKET								
MEXICO	70774-0107	CEQ	3/2/94	94 1591	7/14/97	146 404		100/155	
UNITED STATES	70774-0484	NEW		025.263	2/28/95	185,304 5,393,096		ISSUED	
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AIR SUSPENSION S	YSTEM WITH AUT	UMAT	IC AIR EX		LATION				
AUSTRALIA	70774-0343	CEQ	12/3/86	66046/66		561169		ISSUED	
CANADA	70774-0313	CEQ	12/2/86	524,297	5/22/90	1,269,406		ISSUED	
MEXICO	70774-0334	CEQ	4/10/67	S990	4/14/86	163,355		ISSUED	
NEW ZEALAND	70774-0314	CEQ	4/14/96	218,405	2/16/89	218,405		ISSUED	
UNITED STATES	70774-0416	NEW	4/14/86	054,736	4/12/68	4,736,955		ISSUED	
VEHICLE SUSPENS	ION STRUCTURE								
CANADA	70774-0410	CEQ	1/16/86	499,700	1/10/69	1,248,560		ISSUED	
MEXICO	70774-0 3 71	CEQ	2/3/66	01434	8/19/92	164,471		ISSUED	
UNITED STATES	70774-0441	NEW	7/20/84	06/632,721	6/17/86	4.595,216		ISSUED	
SUSPENSION WITH	i stiffener arm								
AUSTRALIA	70774-0533	CEQ	11/1/90	526,305		626734		ISSUED	
CANADA	70774-0534	CEQ	11/15/90	2,030,027	5/24/94	2,030,027		ISSUED	
EUROPEAN PATENT	70774-0535	CEQ	11/30/90	90 122 991,4	8/10/94	0 457 962		ISSUED	
UNITED STATES	70774-0552	NEW	5/21/90	07/526,305	1/26/92	5,083,512		ISSUED	
suspension for	AUTOMOTIVE VEH	HCLE	5						
CANADA	70774-0424	CEQ	1/5/65	500,187	3/7/69	1,250,864		ISSUED	
MEXICO	70774-0427	CEQ	2/4/86	1458	4/10/91	162,210		ISSUED	
UNITED STATES	70774-0445	NEW	2/6/65	06/685,507	10/7/86	4,615,539		ISSUED	
AXLE LIFT MECHA	INISM WITH SPRIM	IG CU	P WEAR P	LATE					
CANADA	70774-0327		9/24/66	518,941	7/18/89	1,257,627		ISSUED	
MEXICO	70774-0325		12/8/86	161,401	9/21/90	161,401		ISSUED	
UNITED STATES	70774-0329	NEW	4/3/86	847,724	3/6/68	4,729,579		ISSUED	
AXLE LIFT MECHA	NICM								
		L 0	700·	007 444					
UNITED STATES	70774-0438		7/3/84	627,414	1/6/87	4,634,141		ISZUED	
LIGHTWEIGHT YR									
UNITED STATES	70774-0319	KEW	11/20/67	123,582	8/22/89	4.858,949	1	ISSUED	
MULTI-AXLE EQUA	ALIZED SUSPENSION	YR NC	STEM						
CANADA	70774-0431		5/17/62	403,072	5/7/85	1,186,713		ISSUED	
					~	1,100,113		NATUCU.	

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Gatant Ganasa A.								
Patent Report by Invention COUNTRY	neference#	****	C# CO				4/26/99	Page
COOKING	(CEPENEROES)	ITPE	FILED	SERIAL	ISSUED	PATENT#		STATUS
MULTI-AXLE EQUALIZED	SUSPENSION SYSTEM	continu	ed					
UNITED STATES	70774-0379	NEW	5/15/61	263,961	9/20/63	4,405,154		ISSUED
LIFT AXLE CONTR	ol system							
UNITED STATES	70774-0363	NEW	11/19/67	122,399	6/6/69	4,654,409		ISSUED
LOCK MECHANISM	(FOR AN AXLE LIT	T SUS	PENSION					
UNITED STATES	70774-0462	NEW	10/15/91	776,567	3/9/93	5,102,101		ISSUED
SPLIT-BEAM SUSPE	ENSION SYSTEM							
UNITED STATES	70774-0588	NEW	7/12/91	729,496	4/20/93	5,203,665		いまないをひ
AIR OPERATED DLA								
UNITED STATES	70774-0360		12/3/56	937,371	8/29/69	4,860,540		ISSUED
STROKE INDICATO					\$			
AUSTRALIA CANADA	70774-0347 70774-0336	CEQ	11/30/69 9/26/69	45746/69 614,067	1/29/93	629267		ISSUED
UNITED STATES	70774-0345	NEW	1/12/69	295,517	11/2/93 8/7/90	1,323,847 4,945,818		ISSUED ISSUED
LOW-BED TRAILER	R Suspension Sys	TEM				.,		
EUROPEAN PATENT	70774-0540	CEQ	11/29/90	90 122 857.4	12/7/95	0 455 868		ISSUED
TANDEM SPRING S	USPENSION WITH	LEAF	ROTATIO	N STOP		- 100 000		
CANADA	70774-0374	CEQ	9/17/60	360,414	8/9/63	1,151,682		ISSUED
UNITED STATES	70774-0697	NEW		06/121,415	3/30/62	4,322,061		ISSUED
SPRING BRAKE AC	TUATOR WITH A P	RESS	URE PLAT	E BEARING FOR A	CAGING :	TOOL		
AUSTRALIA	70774-0070	CEQ	2/7/95	61350/04	7/30/96	668030		GEUED
MEXICO UNITED STATES	70774-0083 70774-0317	CEQ	6/21/94 6/21/93	94 4697 080,414	11/26/97 9/13/94	187,121 5,345,858		ISSUED ISSUED
TAMPER-RESISTAN	T BRAKE ACTUAT	OR		•		212-2124		1030ED
MEXICO	70774-0474	CEQ	4/29/93	93 2524	5/28/96	161732		ISSUED
UNITED STATES	70774-0562	KEW	4/29/92	07/875,996	3/16/93	5,193,432		ISSUED
AIR BRAKE WITH I	NTEGRAL SPRING	CHAR	MBER					
AUSTRALIA CANADA	70774-0363 70774-0344	CEQ	11/2/89	44317/80	8/6/93	639676		18SUED
		CEQ	9/11/89	612,299	3/26/96	1,338,182		ISSUED
HEIGHT CONTROL MEXICO								
UNITED STATES	70774-0092 70774-0485	KEW	6/15/94 6/15/93	94 4571 06/078,988	1/7/96 8/9/94	187621 5,335,695		KSSUED KSSUED
DUAL IN-LINE CON	TROL VALVE ASSI	EMBL	Y .	-		010001000		~30ED
UNITED STATES	70774-0463	NEW	11/10/92	07/974.064	12/27/94	5,375,819		ISSUED
UNITED STATES	70774-0128	CIP	5/24/95	08/454,266	11/4/97	5,582,922		ISSUED
SPRING BRAKE AC	TUATOR WITH SPI	RING I	ORCE ME	ASUREMENT				
UNITED STATES	70774-0079	DCA	12/12/95	06/569,102	2/3/96	5,713,238		ISSUED
SPRING BRAKE AC	TUATOR WITH FIL	TERE	D VENT O	Penings				
AUSTRALIA	70774-0620	DCA	2/21/95	18803/95	7/23/98	589863		ISSUED
DUAL IN-LINE HEIC	GHT CONTROL VAL	LVE A	SSEMBLY					
AUSTRALIA	70774-0052		8/26/94	77164/94	1/5/95	681699		ISSUED
FLUID-OPERATED	BRAKE ACTUATOR	wit:	H CHECK	VALVE .				
JAPAN	70774-0198	DCA	1/10/95	521614/1996	10/23/98	2842946		ISSUED
UNITED STATES	70774-0252	DCA	7/10/97	08/691,051	2/23/99	5,873,297		ISSUED
TRAILING ARM SU								
AUSTRALIA UNITED STATES	70774-0152 70774-0065		4/14/94 1/31/96	73535/94	6/11/96	687427		ISSUED
SHILL GIATES	10114-0003	L/~/	หลายได้	06/584,124	6/17/97	5,639,110		ISSUED

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	Patent Report by Invention						Printed:	4/26/99	Page	4
	COUNTRY	REFERENÇE#	TYPE	FUED	SERIALE	ISSUED	PATENT#		STATUS	
	TRAILING ARM SUS					404400				
	UNITED STATES	70774-0289	DCA	3/19/96	08/618,318	12/31/96	5,568,665		ISSUED	
	BYPASS TUBE FOR T					0///04				
	UNITED STATES	70774-0633	FCA	9/27/96	06/721,887	8/4/98	5,787,932		ISSUED	
	FLUID-OPERATED I					NOI? 3/19/96	683926		100	
	AUSTRALIA UNITED STATES	70774-0178 70774-0056	CEQ NEW	7/25/94 5/1/95	75149/94 08/433,359	3/3/98	5,722,311		ISSUED	
	STROKE INDICATO	R FOR AN AIR-OPE	ERATE	D COMBI	NATION DIAPHRA	GM SPRIN	G BRAKE			
	UNITED STATES	70774-0498		5/5/93	06/057,988	7/22/97	5,649,469		ISSUED	
	SPRING CHAMBER	ISOLATION OF SYS	STEM	FOR A FL	uid operated be	LAKE ACT	UATOR		•	
	AUSTRALIA	70774-0065	CEQ	12/16/94	66968/94	12/3/96	671216		ISSUED	
	MEXICO UNITED STATES	70774-0101 70774-0497	CEQ	4/27/94 4/27/93	94 3 077 06/054,757	1/5/98 12/13/94	187,613 5,372,059		ISSUED	
	FLUID-OPERATED	,	WIT			i I				
	UNITED STATES	70774-0099	NEW		06/213,441	10/24/95 .	5,480,078		ISSUED	
	SPRING BRAKE ACT	TUATOR HAVING I	PLAST	IC PRESS	URE PLATE ASSEM	BLY				
	UNITED STATES	70774-0171	DCA	10/9/95	06/728,096	6/30/98	5,771,774		ISSUED	
	SPRING BRAKE ACT	TUATOR, CAGING	BOLT	ASSEMBL	Y THEREFOR, AN	D METHO	D OF ASS	EMBLY	THEREO	F
	AUSTRALIA	70774-0224	CEQ	4/1/94	67668/94	6/4/98	687060		ISSUED	
	UNITED STATES	70774-0050	DCA	5/2/95	06/426,195	8/12/97	5,655,431		ISSUED	
	HEIGHT CONTROL									
	MEXICO UNITED STATES	70774-0076 70774-0496	KEW	6/7/9A 6/7/93	94 4290 08/072,714	9/5/97 8/2/94	185852 5,333,645		ISSUED ISSUED	
	FLUID-OPERATED S			•	•				100000	
	AUSTRALIA	70774-0235	CEQ	2/4/94	61334/94	3/12/98	683643		ISSUED	
	MEXICO	70774-0077	CEQ	BH 5/94	94 4526	9/28/97	185170		ISSUED	
	UNITED STATES	70774-0502	NEW	6/15/93	06/076,734	1/3/95	5,377,579		ISSUED	
	SPRING BRAKE ACT	10X10R AND CAG 70774-0057	CEO	9/25/93	KEFOR 53490/94	10/9/97	679010		ISSUED	
	MEXICO	70774-0335	ŒQ	3/26/94	94 2219	2/8/99	191,173		ISSUED	
	UNITED STATES	70774-0131	CON	11/5/96	06/743,8 01	3/10/96	5,725,076		ISSUED	
	SPRING BRAKE AC									
	UNITED STATES	70774-0182	DCA	10/6/95	06/727,030	9/9/97	5,664,478		ISSUED	
	SLIDER SUSPENSIO									
	UNITED STATES	70774-0183	CON	10/6/96	06/727,026	10/14/97	5,676,389		128UED	
	TRAILING ARM SUS	SPENSION WITH W - 70774-0218					07.00.47		100115	
	SOUTH AFRICA		CEU	1/13/97	97/02/47	10/29/97	87/0247		ISSUED	
	DUAL TRAILING AT SOUTH AFRICA	RM SUSPENSION 70774-0760	CEO	5/14/96	98/4065	2/24/99	98/4065		ISSUED	
	TRAILING ARM SUS					ことがの	******		1990ED	
	SOUTH AFRICA	70774-0063		10/22/97	ST/9444	7/29/96	97/9444		ISSUED	

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MEMAI ANCHUKLUK INTERNATIONAL, INC.

Palent Report by Inventio	n .					Printed:	4/26/90	
Status: PENDING						rinimo,	-0.50/40	Page
COUNTRY	REFERENCE	TYPE	FILED	SERIALI	ISSUED	PATENT#		STATUS
VARIABLE GEOME	TRY LINKAGE CO	NFIG	JRATION					
AUSTRALIA	70774-0733	DCA	10/2/97	47410/97				
BRAZIL	70774-0734	CEQ	4/2/96	Pl 9801009-3				PENDING
CANADA	70774-0735	CEQ	3/27/96	2,230,000				PENDING
EUROPEAN	70774-0736	DCA	10/2/97	97 909 907.4				PENDING
MEXICO	70774-0737	DCA	6/2/98	96 4386				PENDING
UNITED STATES	70774-0746	DCA	5/27/96	09/065,567				PENDING
SPRING BRAKE AC	TUATOR WITH GU	JIDE A	ND BEARI		TOR ROD)		PENDING
CANADA	70774-0186	DCA	4/24/97	2,203,687	0 1(02	•		
EUROPEAN	70774-0195	DCA	11/5/94	95 901 819.3				PENDING
JAPAN	70774-0193	DCA	11/6/94	515263/1996				PENDING
SOUTH KOREA	70774-0192	DCA	11/6/94	97-702926				PENDING
SPRING BRAKE AC	TUATOR HAVING	TWO	PLY PRES	SURE PLATE ASSE	MRLY			PENDING
CANADA	70774-0618	DCA	2/10/95		*******			
EUROPEAN	70774-0619	DCA	2/10/95	2,213,739				PENDING
JAPAN	70774-0615	DCA		95 910 958.8				PUBLISHED
SOUTH KOREA	70774-0615	DCA	2/10/95	524225/1996				PENDING
MEXICO	70774-0263	CEQ	2/10/95 2/9/96	97-705530 96 0548				PENDING
								PENDING
SPRING BRAKE AC					TOR ROD	1		
	70774-0275		5/8/96	96 1715				PENDING
SPRING BRAKE AC	TUATOR WITH FJ	LTERE	D SERVIC	E YENT OPENINGS	3			
AUSTRALIA	70774-0639	DCA	4/30/97	28184/97		•		05410
CANADA	70774-0641	DCA	4/30/97	2,219,032				PENDING
EUROPEAN	70774-0642	DCA	4/30/97	97 922 542.2				PENDING
INDONESIA	70774-0654	CEQ	10/30/97	P-973556				PENDING
INDIA	70774-0655	CEQ	10/23/97	1997CAL97				PENDING
JAPAN	70774-0643	DCA	4/30/97	539171/1997				PENDING
MEXICO	70774-0645	DÇA	12/16/97	87 10310				PENDING
UNITED STATES	70774-0634	DÇA	9/3/97	08/922,817				PENDING PENDING
TAMPER-RESISTAN	IT BRAKE ACTUAT	ror						1-EADING
CANADA	70774-0450	CEQ	6/25/93	2,099,157				
JAPAN	70774-0452	CEQ	6/14/93	165,979				PUBLISHED
ADJUSTABLE BUSH	ING		-,,					PENDING
CANADA	70774-0527	CEO	8/28/92	3.037.460				
JAPAN	70774-0467	ŒQ	6/30/02	2,077,162				PENDING
SOUTH KOREA	70774-0468	Œ	8/27/92	264174/1992 92-15465				PENDING
APPARATUS FOR M								PENDING
CANADA	70774-0582	CEO	6/25/91	2.049.801 OSPERSION (**) X S	SLIDING F	RAME		_
ADJUSTABLE MOUN					M CODDIA	DD 4 ****		PENDING
CANADA	70774-0669	CEA	8/2/90		M SEKTING	RKYKE		
JAPAN	70774-0541	CEC	9/5/90	2,022,589				PENDING
		CEU	M9:40	238826/1990				PENDING
DRIVE AXLE SUSPE		.						
JAPAN	70774-0458	CEQ	2/16/93	2,069,601				PENDING
SOUTH KOREA	70774-0458	CEQ	4/8/93	104,923/1893				PENDING
	70774-0460		4/5/93	93-6664				PENDING
ALIGNMENT MECH		CLE SU	ISPENSIO	YS				
CANADA	70774-0471	CEQ	11/10/92	2,062,595				
JAPAN SOUTH	70774-0473	CEQ	11/16/92	328953/1992				PENDING
SOUTH KOREA	70774-0484	CEQ	11/26/92	92-22426				PENDING PUBLISHED

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COUNTRY	REFERENCE#	TYPE	FILED	SERIAL	ISSUED	PATENT#		STATUS	•
TRAILING ARM SUS	SPENSION WITH W	RAPP	ER COMPI	RESSION AXLE MO	DUNTING				
SOUTH KOREA	70774-0574		6/12/92	92-7966				PENDING	
APPARATUS FOR M	MINTING A TOAT	INC	DM AIR S	IISPENSION TO A	SI IDING E	210 4 14/452		· ENDING	
CANADA	70774-0478	CEQ	6/25/93	2,099,158		RAME			
		CEU	0/23/30	5'nea' 150				PUBLISHED	
SUSPENSION FRAM				4 4 7 4 7 8					
TAPAN CANADA	70774-0012 70774-000 2	CEQ	9/27/93 10/26/94	2,134,760 519, 04 4				PENDING	
SOUTH KOREA	70774-0004	CEQ	11/2/94	94-703912				PENDING PENDING	
LOW-BED TRAILER	SUSPENSION SYS	TEM							
CANADA	70774-0529	CEQ	11/14/90	2,029,996				PENDING	
SPRING BRAKE AC	THATOP WITH A P	DFCC	TOF PLAT		CAGING	TOOT			
CANADA	70774-0072	CEQ	2/16/95	2.142.698	CAULIU	LOOD		PUBLISHED	
EUROPEAN PATENT	70774-0069	CEQ	2/21/95	94 907 993.3				PENDING	
JAPAN	70774-0071	CEQ	2/20/95	602769/1995				PENDING	
SOUTH KOREA	70774-0068	CEQ	2/18/95	95-700633				PENDING	
TAMPER-RESISTAN	it brake actuat	OR			1				
JAPAN	70774-0457	CEQ	1/11/93	17682/1993				PENDING	
HEIGHT CONTROL	VALVE WITH ADJ	USTA	BLE SPOO	L·,					
JAPAN	70774-0287	CEQ	4/12/94	501743/1995				PENDING	
DUAL IN-LINE HEIG	GHT CONTROL VA	LVE	SSEMBLY						
EUROPEAN PATENT	70774-0249	CEQ	6/9/95	93 923 737.6				PENDING	
MEXICO	70774-0105	CEQ	11/10/93	93 7025		•		PENDING	
SPRING BRAKE AC	TUATOR WITH SP	RING	FORCE ME	ASUREMENT					
MEXICO	70774-0291	CEQ	2/9/95	96 0549				PENDING	
SPRING BRAKE AC	TILATOR WITH FI	TERR	D VENT O	PENINGS					
BRAZIL	70774-0627	DCA	2/21/95	PI 9510313-8				PENDING	
CANADA	70774-0621	DCA	2/21/96	2,211,546				PENDING	
CHINA	70774-0626	DCA	2/21/95	95197695.5				PENDING	
EUROPEAN	70774-0622	DCA	2/21/95	95 911 067.7				PENDING!	
JAPAN SOUTH KOREA	70774-0623 70774-0624	DCA	2/21/96 2/21/95	525832/1996 97-705740				PENDING	
MEXICO	70774-0264	DCA	8/21/97	97 6369				PENDING PENDING	
TURKEY	70774-0279	OTH.	8/28/97	97/00683				PENDING	
UNITED STATES	70774-0200	CON		08/922.840				PENDING	
DUAL IN-LINE HEIC		-						. 4	
CANADA	70774-0281	CEO	5/26/95	2,150,351				DEMONIC	
EUROPEAN PATENT	70774-0063	CEQ	6/26/95	94 927 955.8				PENDING PUBLISHED	
EUROPEAN	70774-0664	DΙV		0.000				MALLED	
JAPAN	70774-0061	CEQ	5/26/95	510306/1995				PENDING	
SOUTH KOREA	70774-0039	CEQ	5/29/95	95-702157				PENDING	
MEXICO	70774-0243	CEG	8/26/95	96 2383				PENDING	
FLUID-OPERATED	BRAKE ACTUATO	R WIT	H CHECK	VALVE					
EUROPEAN	70774-0199	DCA	1/10/95	85 808 470.8				PENDING	
MEXICO	70774-0297	CEQ	1/10/96	96 0186				PENDING	
VEHICLE SUSPENS	ion with wrapp	ER CC	MPRESSI	ON AXLE MOUNT	INC				
AUSTRALIA	70774-0668	DCA	8/2/96	66871/96				PENDING	
CANADA	70774-0067	DCA	8/2/98	2,218,077				PENDING	
EUROPEAN	70774-0665	DCA	6/2/96	95 926 655.6				PENDING	
JAPAN	70774-0666	DCA	8/2/96	500543/1997				PENDING	
SOUTH KOREA	70774-0009	DCA	8/2/95	97-709354				PENDING	
MEXICO	70774-0670	DCA	. 8/2/96	96 0696				PENDING	

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Patient Report by Invention						Printed:	4/26/99	Page	3
COUNTRY	REFERENCE	TYPE	FILED	SERIAL#	ISSUED	PATENT		STATUS	
A FOI COMMINIC SUCCESS	COORTS ILLAGRECIAN	* 14T	ADTO						
AIR SPRING WITH I	•								
UNITED STATES	70774-0191	ÇEQ	4/7/97	06/617,321				PENDING	
TAMPER-RESISTAN	IT BRAKE ACTUAT	OR							
EUROPEAN	70774-0706	DCA	8/9/95	95 929 423.2					
JAPAN	70774-0709	DCA	8/9/95	508397/1997				PENDING	
SOUTH KOREA	70774-0710	DCA	8/9/95	96-700918				PENDING	
MEXICO	70774-0711	DÇA	1/30/96	96 0695				PENDING PENDING	
UNITED STATES	70774-0730	DCA	2/10/98.	09/021,530				PENDING	
AIR-OPERATED BR	AVE ACTUATOR D	(ATINA	TENA					· with	
UNITED STATES	70774-0611	DCA	8/19/97	05/914,374				PENDING	
TRAILING ARM									
AUSTRALIA	70774-0704	DΙV	11/26/97	45389/97				BENDING	
CANADA	70774-0153	CEO	10/10/96	2,187,664				PENDING PENDING	
EUROPEAN PATENT	70774-0154	CEQ	11/7/96	94 922 419.0				PENDING	
JAPAN	70774-0166	CEQ	10/14/96	526918/1995				PENDING	
SOUTH KOREA	70774-0166	CEQ	4/14/94	96-705751				PENDING	
TRAILING ARM SU	SPENSION WITH L	FVFD	ADM						

AUSTRALIA	70774-0157	CEQ	10/10/96 10/16/96	67058/94				PENDING	
CANADA EUROPEAN PATENT	70774-0149 70774-0159	CEQ	• •	- 2,168,178 - 94 914 820.9				PENDING	
JAPAN	70774-0100	CEQ	10/15/96	526926/1995				PENDING PENDING	
SOUTH KOREA	70774-0161	CEQ	4/18/94	96-705844				PENDING	
	• • • • • • • • • • • • • • • • • • • •							· MINORIO	
FLUID-OPERATED	BRAKE ACTUATOR			CHYWREK IZOFY.	TION				
CANADA	70774-0167	CEO	9/11/96	2,185,366				PENDING	
JAPAN	70774-0180	CEO	9/13/96	524001/1995				PENDING	
SOUTH KOREA	70774-0181	CEQ	9/14/95 4/30/95	96-705091 95 1604				PENDING	
MEXICO	70774-0274							PENDING	
SPRING CHAMBER	ISOLATION SYSTE	em fo	r a fluid	OPERATED BRAI	CE ACTUA	TOR			
CANADA	70774-0063	CEQ	12/16/94	2,136,379				PENDING	
EUROPEAN PATENT	70774-0031	CEQ	12/20/94	94 914 710.2				PUBLISHED	
JAPAN	70774-0074	CEQ	12/19/94	524246/1994				PENDING	
United States	70774-0225	RIS	3/28/96	06/623,133				PENDING	
SPRING BRAKE AC	TUATOR HAVING	PLAST	TC PRESS	URE PLATE ASSES	ABLY				
AUSTRALIA	70774-0754	DCA	11/14/95	42364/96				554546	
BRAZIL	70774-0755	DCA	11/14/95	PI 9510661-8				PENDING PENDING	
EUROPEAN	70774-0755	DCA	11/14/95	95 840 703.2				PENDING	
JAPAN	70774-0757	DCA	11/14/95	518803/1997				PENDING	
SOUTH KOREA	70774-0755	DCA	11/14/95	96-703611				PENDING	
MEXICO	70774-0759	DCA	5/13/96	98 3781				PENDING	
SPRING BRAKE AC	THATOP CACING	BOLT	ACCEMBI	V THEREPAR AN	n METUO	D 05 466	TACDI S	/ THE PROPERTY	-
				•	DMEINO	D OF W22	EMIDL		•
AUSTRALIA	70774-0721	DIV	1/30/98	S2864/98				PENDING	
CANADA EUROPEAN PATENT	7077 4-023 0 707 74-0229		11/30/95	2,164,194 84 915 775.4				PENDING PUBLISHED	
JAPAN	70774-0232		11/27/95	525626/1995				PENDING	
SOUTH KOREA	70774-0234	CEQ	4/1/94	95-705369				PENDING	
	,		• ***	man.				1 = 13	
HEIGHT CONTROL									
JAPAN	70774-0269		12/2/95	501742/1995				PENDING	
SOUTH KOREA	70774-0282	ŒQ	12/7/95	95-706536				PENDING	
FLUID-OPERATED	SPRING BRAKE AC	TUA1	OR WITH	FUNNEL-SHAPED	PRESSUR	E PLATE			
CANADA	70774-0236		12/9/96	2,164,590				DEMONIO	
EUROPEAN PATENT	70774-0237		11/30/95	2,194,590 94 907 971,8				PENDING PUBLISHED	ı
JAPAN	70774-0236		12/3/95	501724/1995				PENDING	
SOUTH KOREA	70774-0230		12/13/95	95-705664				PENDING	
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COUNTRY	REFERENCE#	TYPE	FILED	SERIALI	ISSUED	PATENT#	~20133	Page
		_				CAIENTE		STATUS
SPRING BRAKE AC	TIIATOR AND CAC	718/~ n	A T TIE	DEBAS				
CANADA	70774-0073							
EUROPEAN PATENT	70774-0018	CEQ	11/23/94	2,135,532				PENDING
JAPAN	70774-0015	CEQ	9/20/93 11/14/94	93 923 735.0				PENDING
SOUTH KOREA	70774-0033	CEQ	11/22/04	520997/1994 94-704189				PENDING
HEIGHT CONTROL	Stat http://www.man					_		PENDING
MEXICO			· · ·					
	70774-0273		4/30/95	96 1502				PENDING
SPRING BRAKE AC		rros	ion fuse:	S				
CANADA	70774-0777	DCA	12/19/95	2.239,052				PENDING
ANTI-CREEP DEVI	CE FOR A TRAILEI	R WITE	I AIR SPRI	INGS				
CANADA	70774-0828	DCA	4/10/97	2,250,144				5554 A
EUROPEAN	70774-0829	DCA	4/10/97	97 918 651.8				PENDING
MEXICO	70774-0830	DCA	10/9/96	98 8351				PENDING PENDING
UNITED STATES	70774-0831	DCA	10/9/95	09/169,026				PENDING
AIR BRAKE ACTUA	TOR WITH ENLAY	GED I	DLAPHRAG	M AND METHOD C	DE MANUE	ACTION		
EUROPEAN	70774-0810		2/27/97	97 907 679.7		ACTORE		here
JAPAN	70774-0611	DCA	2/27/97	532524/1907				PENDING
MEXICO	70774-0612	DCA	9/11/98	96 7422				PENDING PENDING
UNITED STATES	70774-0608	DCA	6/20/97	06/915,050				PENDING
WPO	70774-0295	CEQ	2/27/97	PCT/US97/03002				PUBLISHED
TRAILING ARM SU	spension with v	VRAPP	ER COMP	RESSION AXLE MO	UNTING			
ARGENTINA	70774-0212	OTH	1/16/97	P97 01 00175				OCHDUIA
INDONESIA	70774-0214	CEQ	1/16/97	F-970122				PENDING PENDING
INDIA	70774-0223	CEQ	1/13/97	59CAL97				PENDING
MALAYSIA PHILIPPINES	70774-0205	CEQ	1/10/97	PI 9700106				PENDING
THAILAND	70774-0216 70774-0217	CEQ	1/15/97 1/14/97	1-55302				PENDING
				035218				PENDING
DUAL TRAILING A								
ARGENTINA INDIA	70774-0748		5/26/96	P980102490				PENDING
UNITED STATES	70774-0749 70774-0695	CEQ FCA	5/19/98 5/29/97	904CAL98				PENDING
WIPO	70774-0747	CEQ	5/19/9d	06/865,426 PCT/US98/10454				PENDING
AXUE LIFT MECHA			#1000	FC110330110434				PUBLISHED
UNITED STATES								
WIPO	70774-0657 70774-0660	DCA CEQ	3/17/99 9/30/97	09/271,397				PENDING
				PCT/U597/17443				PUBLISHED
TRAILING ARM SU			LATED A	kle mounting				
ARGENTINA	70774-0658	CEQ	10/23/97	970104898				PENDING
AUSTRALIA CANADA	70774-0865	DCA						MAILED
CHINA	70774-0866 70774-0867	DCA DCA						MAILED
EUROPEAN	70774-0615	DCA	10/21/97	97 911 006.1				MAILED
INDONESIA	70774-0660	CEQ	10/23/97	P-973519				PENDING PENDING
INOIA	70774-0669	CEQ	10/22/97	1982CAL97				PENDING
JAPAN	70774-0668	DCA						MAILED
SOUTH KOREA MEXICO	70774-0669	DCA						MAILED
MALAYSIA	70774-0670 70774-0651	DCA CEQ	10/22/97	Ol convers				MAILED
PHILIPPINES	70774-0862	CEQ	10/22/97	PI 9704977 I-68275				PENDING
THAILAND	70774-0664	CEQ	10/22/97	040272				PENDING
UNITED STATES	70774-0678	DCA	8/14/96	09/134,856				PENDING PENDING
WIPO	70774-0656	CEQ	10/21/97	PCT/US07/18733				PUBLISHED
VIBRATION DAMPE	NING ASSEMBLY							
AUSTRALIA	70774-0761	DCA	3/6/96	64512/96				PENDING
8RAZIL	70774-0782		8/14/96	PI 9803156-2				PENDING PENDING

Patent Report by Invention	_					.			
COUNTRY	REFERENCE	73.09df	FILED	SERIAL#	iserien	Printed:	4/26/99	Page	5
COUNTY	KEPERENCE	ITPE	دعياء	SCHATE	ISSUED	PATENT#		STATUS	
VIBRATION DAMPENING	ASSEMBLY continued								
CANADA	70774-0783	DCV	3/6/96	2,247,193				PENDING	
EUROPEAN	70774-0784	DCA	3/6/98	96 910 216.5				PENDING	
JAPAN	70774-0832	DÇA	3/6/96	538865/1998				PENOING	
MEXICO	70774-0785	DCA	11/6/98	98 9302				PENOING	
UNITED STATES WIPO	70774-0827 70774-0705	DCA	10/30/96 3/6/98	09/182,907 PCT/US96/04457				PENDING	
•								PUBLISHED	
SPRING BRAKE AC									
UNITED STATES WIPO	70774-064 9 70774-0251	DÇA NEW	11/6/97 1/26/97	08/965,563 BCT4 1507/01/444				PENDING	
		_		PCT/US97/01362				PUBLISHED	
VEHICLE HEIGHT POSITION ADJUST	CONTROL VALVE	WITH	POSITION	adjustment, s	USPENSIO	N INCORP	ORAT	ing same	AND
UNITED STATES	70774-0725	FCA	2/6/95	09/020,168				PENDING	
trailing arm su	SPENSION								
CANADA	70774-0803	CEQ	7/16/96	2,240,791				PENDING	
MEXICO	70774-0604	CEQ	7/16/98	98 5761				PENDING	
UNITED STATES UNITED STATES	70774-0793 70774-0 8 01	OTH FCA	5/19/96 7/16/98	60/085,964				PENDING	
		• • •		09/116,366				PENDING	
DIAPHRAGM RETA									
EUROPEAN UNITED STATES	70774-0752 70774-0751	CEQ	8/17/98 6/26/98	98 115 442.0				PENDING	
		•		09/105,112	•			PENDING	
NORMALLY-CLOS									
UNITED STATES WAPO	70774-0838 70774-0839	FCA	12/4/96 12/4/96	09/205,928 PCT/US98/25739				PENDING	
INDEPENDENT FRO		UL.	127	PO110330723133				PENDING	
ARGENTINA	70774-0842	CEQ	40//4/04	D 646404040					
UNITED STATES	70774-0760	OTH	12/11/98 10/13/98	P 960106312 60/104,071				PENDING	
WPO	70774-0841	CEQ	12/10/98	PCT/US98/26271				PENDING PENDING	
Submersible br	AKE ACTUATOR							CHOING	
WIPO	70774-0644	CEQ	2/2/98	PCT/US99/02221					
		00.2	4234	POTTOGRADIZZET				PENDING	
PNEUMATIC SEAT									
UNITED STATES	70774-0778	NEW	6/2/98	60/087,668				PENDING	
ANTI-CREEP DEVI	CE								
UNITED STATES	70774-0786	NEW	6/12/98	60/089,193				PENDING	
DRIVE AXLE SUSP	ENSION								
UNITED STATES	70774-0743	NEW	6/27/96	60/096,164				PENDING	
VEHICLE SUSPENS	ION WITH BOTAR	V ueid	THT CONT	PDOL VALUE					
UNITED STATES	70774-0682		6/31/96	60/098,491					
				•				PENDING	
TWO-PIECE PRESS UNITED STATES	70774-0833								
			11/24/98	60/109,709				PENDING	
VEHICLE SUSPENS					AKE ACTUA	TOR BR	ACKET	THEREFO	R
UNITED STATES	70774-0636	HEW	2/4/98	60/118,627				PENDING	
PNEUMATIC SEAT	BASE								
UNITED STATES	70774-0846	NEW	2/8/98	60/119,052				PENDING	
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MEINA! ANCHURLOK INTERNATIONAL, INC.

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Trademark Report by N Status: REGISTERS						Printed:	4/26/99	Page	1
COUNTRY	REFERENCE	FILED	APPL#	REGOT	REG#	:	STATUS	CLASSES	S
A LOGO									
MEXICO	70774-0689	11/26/91	127701	12/7/94	451776	(REGISTERED		12
UNITED STATES	70774-0104	1/30/86	73/580,249	11/11/86	1,418,543	į	REGISTERED		12
AIR-BEAM and De	sign								
UNITED STATES	70774-0370	10/6/89	73/829,706	11/6/90	1,621,097	1	REGISTERED	0	12
ANCHORLOK									
ARGENTINA	70774-0246	1/23/87	1.579.858	4/6/88	1.281.603	į	REGISTERED	0	12
AUSTRALIA	70774-0518	10/25/76	301520	10/25/76	8301,520	1	REGISTERED		12
BENELUX	70774-0506		31606		315442	í	REGISTERED		12
BRAZIL	70774-0543	11/3/76	28.412/76	2/25/80	007177020	1	REGISTERED		07
CANADA	70774-0504	12/27/72	359,960	5/24/74	199,365	1	REGISTERED	0	12
CHILE	70774-0247	9/12/95	319.595	9/9/96	467.392		REGISTERED		12
COLOMBIA	70774-0248	3/4/98	98.011.794	86/61/8	211526	Į	REGISTERED		
FRANCE	70774-0483	12/24/72	144.004	12/24/72	1223079		REGISTERED		12
GERMANY	70774-0507	2/7/95	395 05 361.7	4/25/96	395 05 361	(REGISTERED		12
ISRAEL	70774-0516	10/1/73	36264	2/29/76	38264	1	REGISTERED		12
ITALY	70774-0486	2/17/95	RM95C000747	6/13/97	712824	Į	REGISTERED	o	12
JAPAN	70774-0517	3/5/95	21344/1995	7/25/97	4033567	1	REGISTERED	0	12
MEXICO	70774-0588	11/26/91	127,702	8/6/96	527970		REGISTERED	0	12
SOUTH AFRICA	70774-0515	10/25/76	76/5457	3/9/79	78/5457	f	REGISTERED	0	12
SWEDEN	70774-0519	10/27/78	76-4949	9/16/77	160,729	ı	REGISTERED		12
UNITED KINGDOM	70774-0522	12/18/72	1 003 538	2/11/75	1 003 536	1	REGISTERED		12
UNITED STATES	70774-0513	5/25/69	72/328,345	11/24/70	902,903	(REGISTERED		12
VENEZUELA	70774-0511	7/1/70	4637	9/10/71	66,595-F	1	REGISTERED	;	23
DOCKRUTE									
UNITED STATES	70774-0040	8/29/95	74/722,540	3/17/98	2,145,005	1	REGISTERED	0	12
EZ-ALIGN									
EUROPEAN UNION	70774-0208	11/28/96	412,692	12/17/96	412.692	1	REGISTERED	a	12
UNITED STATES	70774-0206	6/29/95	78/167,783	3/17/96	2,145,432	!	REGISTERED		12
GENUINE LIGHT	•							_	-
UNITED STATES	70774-0587	2/7/94	74/485,976	2/7/95	1,877,539	(REGISTERED		12
GOLD SEAL									
UNITED STATES	70774-0384	3/6/90 -	74/035,350	4/2/91	1,639,867	1	REGISTERED		12

Trademark Report by M COUNTRY	AREFERENCE	FILED	APPLA	REGOT	REG#	Printed: 4/26/99 STATUS	Page 2 CLASSES	
LIFE SEAL UNITED STATES	70774-0255	8/17/95	74/716,701	3/11/97	2,045,008	REGISTERED	Q 12	
MISCELLANEOUS UNITED STATES	5 DESIGN 70774-0359	12/17/84	73/513,738	11/25/66	1,418,359	REGISTERED	17	
NAI LOGO UNITED STATES	70774-0487	5/3/93	74/365,902	1/4/94	1,515,168	REGISTERED	40	
NEWAY ARGENTINA	70774-0137			12/31/92	1.410.919	REGISTERED	12	
AUSTRALIA	70774-0139	8/10/79	A336391	8/10/79	A336391	REGISTERED	12	
AUSTRIA	70774-0130		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	7/31/94	52 759	REGISTERED		
BENELUX	70774-0141	4/15/64	061,071	4/15/64	061.071	REGISTERED	12	
CANADA	70774-0142			4/2/65	139,745	REGISTERED	**	
COLOMBIA	70774-0143	9/7/79	165,091	7/12/67	100267	REGISTERED	12	
DENMARK	70774-0144			7/25/64	2455 1964	REGISTERED	12	
FRANCE	70774-0877	8/2/89	1,570,355	8/2/89	1,670,355	REGISTERED	012	
GERMANY	70774-0146			3/9/64	811 965	REGISTERED		
ISRAEL	70774-0140			7/20/82	54511-	REGISTERED		
ITALY	70774-0138	8/22/79	20632 C/79	10/31/85	375.861	REGISTERED	012	
MEXICO	70774-0113	11/8/94	217144	12/6/94	481890	REGISTERED	012	
NEW ZEALANO	70774-0114	8/10/79	N/A	8/10/79	129122	REGISTERED		
SINGAPORE	70774-0115			10/16/66	82573	REGISTERED	12	
SPAIN	70774-0117			1/22/65	451452	REGISTERED	012	
SWEDEN	70774-0129			1/22/65	111 981	REGISTERED		
SWITZERLAND	70774-0118	6/8/84	N/A	6/8/84	332979	REGISTERED	012	
UNITED KINGDOM	70774-0121	11/15/94	2 001 727	9/15/95	2 001 727	REGISTERED	012	
UNITED STATES	70774-0604	2/24/60	72/092,135	9/27/60	704,885	REGISTERED	19	
NEWAY GENUINE LIGHT TRAILER AIR-RIDE								
UNITED STATES	70774-0509	2/7/94	74/467,077	12/3/95	2,020,112	REGISTERED	012	
NEWLITE								
AUSTRALIA	70774-0612	8/12/97	741166	6/12/97	741166	REGISTERED	124,128	
MEXICO "	70774-0614	6/6/97	304,012	6/6/97	304,012	REGISTERED	012	
UNITED STATES	70774-0598	6/16/97	76/308,420	1/19/99	2,219,590	REGISTERED	012	
SMART NUTS								
UNITED STATES	70774-0201	10/16/79	73/235,432	12/29/61	1,183,459	REGISTERED	в	
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NEWAY ANCHORLOK INTERNATIONAL, INC.

Trademark Report by Ma Status: PENDING	rK					Printed:	4/26/99	Page 1
COUNTRY	REFERENCE		APPLE	REGOT	REG#		STATUS	CLASSES
ANCHODION	Next Action (<u>Dua</u>						
ANCHORLOK CHINA	70774-0605	10/6/96	9800113198				PENDING	
Called		STATUS CHECK	3000113100				PENONG	012
EUROPEAN UNION (CT	M)	70774-0	854 1/26/99				1.054.204	PENDING
012	1/26/00	STATUS CHECK					•	
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CANADA	70774-0207	11/13/96	-				PENOING	
	11/13/00	DECLARATION OF	DĢÇ					
IPAC	•	•	•					
UNITED STATES	70774-0862 6/17/98	FILING DETAILS	75/662,057				PENDING	012
NAI LOGO			•					
INDIA	70774-0850 4/20/98	FILING DETAILS					MAILED	012
NEWAY								•
CHINA	70774-0806 10/6/99	10/6/96 STATUS CHECK	9600113199				PENDING	012
		\$53 1 <i>/25/</i> 99				1,054.220	PENDING	
012	1/26/00	STATUS CHECK						
AIDIA	70774-0851						MAILED	012
	4/20/99	FILING DETAILS						
NEWAY ANCHOR	LOK INTE	RNATIONAL AN	id design					
AIGHI	70774-0849 6/8/99	FILING DETAILS					MAILED	012
	5444							
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UNITED STATES	70774-0739 9/30/90	4/14/98 AWTG NOTICE OF					PENDING	012
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NEWLITE								
CANADA	70774-0613 3/30/00	8/6/97 STATUS CHECK	852,971				PENDING	012

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Trademark Report by Mi COUNTRY	ark REFERENCES Next Action Dua	FILED	APPL#	REGOT	REG#	Printed:	4/26/99 STATUS	Page CLASSE	2 ES
V-LOK UNITED STATES	70774-0732 6/18/00 RESPONS	S/6/96 SE TO OA	75/460,232				PENDING	ı	012
V-STEER II UNITED STATES	' 70774-0694 9/30/90 AWTG CE	3/25/ 98 ERT OF REG	75/457,161				PENDING		12
VPAC UNITED STATES	70774-0661 6/17/99 FILING D	3/17/99 ETAILS	75/662,195				PENOING		012
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