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Security Agreement document previously recorded at Reel 1976 Frame 563 contains errors in property numbers 1,418,543, 1,639,867, 2,219,890 and 1,183,458. Document re-recorded to correct error on stated reel.

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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. Terms Defined in Credit Agreement. 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

Page 2

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.

"Pledged 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

Page 3

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.

Page 4



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. Property Locations. 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. No Other Names. 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. Filing Requirements. 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. No Financing Statements. No financing statement describing all or any portion of the Collateral which has not Ispsed 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. Federal Employer Identification Number. 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

Page 5



3.11. 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. Taxes. 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. Financing Statements and Other Actions: Defense of Title. 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

Page 6



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. Certain Agreements on Receivables. 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

Page 7



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. Inventory and Equipment.

- 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. Insurance. 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. Uncertificated Securities and Certain Other Investment Property. 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) granted pursuant to this 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.

Page 8

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. Irrevocable Proxy. The Guarantor will permit the Agent or its nominee at any time after the occurrence of a Default, without notice, to exercise all voting and corporate rights relating to the Collateral, including, 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. Federal. State or Municipal Claims. 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.

Page 9

ARTICLE V





- 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. Acceleration and Remedics. 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, provided 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.

Page 10

- 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. License. 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 the Agent may finish any work in process and affix any trademark 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. Lockboxes. 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.

Page 11



- 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. Notice of Disposition of Collateral. 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. Secured Party Performance of Debtor Obligations. 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

Page 12

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. Benefit of Agreement. 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.

Page 13

- 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. Taxes and Expenses. 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. Entire Agreement. 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).

Page 14

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.

BANK ONE, MICHIGAN

as Agent

By: The Vice President

Page 16

STATE OF MICHIGAN)	SS.
COUNTY OF KENT	Ś	

The foregoing instrument was acknowledged before me this 30th day of July 1999, by Richard W. Muzzy of four acknowledged before me this 30th day of July 1999, by Richard W. Muzzy of four acknowledged before me this 30th day of July 1999, by Richard W. Muzzy of four acknowledged before me this 30th day of July 1999, by Richard W. Muzzy of four acknowledged before me this 30th day of July 1999, by Richard W. Muzzy of four acknowledged before me this 30th day of July 1999, by Richard W. Muzzy of four acknowledged before me this 30th day of July 1999, by Richard W. Muzzy of four acknowledged before me this 30th day of July 1999, by Richard W. Muzzy of four acknowledged before me this 30th day of July 1999, by Richard W. Muzzy of four acknowledged before me this 30th day of July 1999, by Richard W. Muzzy of four acknowledged before me this 30th day of July 1999, by Richard W. Muzzy of four acknowledged before me this 30th day of July 1999, by Richard W. Muzzy of four acknowledged before me this 30th day of July 1999, by Richard W. Muzzy of four acknowledged before me this 30th day of July 1999, by Richard W. Muzzy of four acknowledged before me this 30th day of July 1999, by Richard W. Muzzy of four acknowledged before me this 30th day of July 1999, by Richard W. Muzzy of four acknowledged before me this 30th day of July 1999, by Richard W. Muzzy of four acknowledged before me this 30th day of July 1999, by Richard W. Muzzy of four acknowledged before me this 30th day of July 1999, by Richard W. Muzzy of four acknowledged before me this 30th day of July 1999, by Richard W. Muzzy of four acknowledged before me this 30th day of July 1999, by Richard W. Muzzy of four acknowledged before me this 30th day of four acknowledged before me this 30th

Cheryl A. Dolan

Notary Public, Wayne County, Michigan, acting

in Kent County, Michigan

My commission expires: October 23, 2002

Page 17

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 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. Properties Leased by the Borrower (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. Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (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:

Issuer Certificate Number Number of Shares

Neway Anchorlok International, (Canada), Inc.

C-1

65

B. BONDS:

Issuer Number

Face Amount

Coupon Rate

Maturity

NONE

C. GOVERNMENT SECURITIES:

Issuer Number T

Type Face Amount

Coupon Rate

Maturity

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

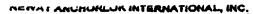
Michigan Department of State, UCC Division Ottawa County, MI Register of Deeds Office Muskegon County, MI Register of Deeds Office

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

(see following chart)

07/27/88 THE TRADEMARKO 70881 REEL: 002000 FRAME: 0527

UNITED STATES



Patent Report by Invention - Suite: ISSUED Printed: 4/26/96 Page 1 COUNTRY REFERENCES TYPE FILED **ISSUE**D PATENTA STATUS SPRING BRAKE ACTUATOR AND REACTION PLATE ANCHOR 70774-0047 00/206,774 NEW MINE 6/16/00 4,686,732 (SSUED spring brake actuator with guide and bearing for an actuator rod AUSTRALIA 70774-0204 DCA 11/6/64 10016/66 6/6/06 600170 ISSUED SPRING BRAKE ACTUATOR HAVING TWO-PLY PRESSURE PLATE ASSEMBLY AUSTRALIA UNITED STATES DCA 2/10/85 CCN 3/26/85 16736/86 08/823,436 HESUED HESUED SPRING BRAKE ACTUATOR WITH GUIDE AND BEARING FOR AN ACTUATOR ROD UNITED STATES 70774-0257 NEW MINES 00/006,261 42447 5,840,863 (ESUED) SPRING BRAKE ACTUATOR WITH DUST GUARD 70774-0104 CEQ 2/16/64 NEW 2/16/65 94 1904 06/016,637 11/26/07 167,174 5,220,026 UNITED STATES SPRING BRAKE ACTUATOR WITH FILTERED SERVICE VENT OPENINGS SOUTH AFRICA 70774-0063 CEQ 10/22/07 97/0443 7/20/04 97/8443 MERURO TAMPER-RESISTANT BRAKE ACTUATOR AUSTRALIA EUROPEAN PATENT MEXICO 70774-0449 CBQ 8/17/83 CBQ 8/483 CBQ 8/25/88 NEW 9/28/82 41300/83 83 100 320.7 81 3064 906,004 867218 70774-0481 70774-0484 70774-0670 4/14/07 0 675 830 HERUED HERUED HERUED 161996 5,263,666 UNITED STATES 10/11/04 LOW-TOLERANCE BUSHING CBQ 8/36/82 CBQ 8/27/82 CON 3/30/94 CON 4/1/83 70774-0677 70774-0468 70774-0066 21301/02 02.014 646.0 04.2300 010,11000 AUSTRALIA 158UED EUROPEAN PATENT 0 620 620 106.307 MEXICO 7/14/87 5/5/96 UNITED STATES 70774-0489 Push-rod Guide for air-operated diaphragm spring brakes 70774-0380 70774-0348 CANADA UNITED STATES CEC STRATE 614.846 10/26/03 3/20/01 1.002.164 HEIGHT CONTROL VALVE WITH SPRING RETURN ACTUATOR CRQ 105246 CRQ 105246 CRQ 105266 CRQ 105066 CRQ 165266 CRQ 165266 AUSTRALIA 70774-0301 70774-0302 801300 **ISSUED** 3/12/01 3/23/00 7/0/06 4/23/04 CANADA 1,301,341 6 297 621 2636216 EUROPEAN PATENT JAPAN 86 1(4 672.8 200671/1906 4174 210105 70774-0316 HERVED HERVED HERVED MEXICO NEW ZEALAND 70774-0304 70774-0306 163,354 218,106 **MALUSO** CON SYLVES HESUED HESUED EW ZEALAND 70774-0783 226,100 4,736,671 UNITED STATES APPARATUS FOR MOUNTING A TRAILING ARM AIR SUSPENSION TO A SLIDING FRAME NBW 12/11/00 625.842 2/16/02 \$.000,703 ISSUED LINITED STATES 70774-0432 SPRING BRAKE ACTUATOR 70774-0626 NEW 14481 **636,440** 4/21/02 6.106,727 ISSUED: DETATE CETINU adjustable mounting apparatus for air-operated diaphragm spring brakes 90 118 834.8 462,686 70774-0650 70774-0546 0 433 571 8.016.623 BURGPEAN PATENT CEQ 9/18/01 NEW 12/16/00 6/21/01 AXLE SUPPORT BRACKET FOR A DRIVE AXLE SUSPENSION 063660 0 606 706 70774-0466 70774-0446 70774-0460 70774-0635 OSQ 2/2465 OSQ 2/19/65 OSQ 6/2/65 CON 9/6/62 33734/93 AUSTRALIA EUROPEAN PATENT MECCO (BELLED 102205

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UNITED STAT		70774-0438			-				
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I MOTED STAT	TEŠ.	70774-0319	1450	I Master					
MILTERY	TE EOUA	LIZED SUSPE	nsion ex	STEM	444 674	5/7/65	1,186,713	ISSUED	
CANADA		70774-0451	CEQ	S/17/02	403,072	- 11 44	-44		
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REEL: 002000 FRAME: 0529



	Patent Report by Invention						Printed: 4/26/85	Page
•	COUNTRY	REPERENCES	TYPE	FILED	#BRIALJ	IBSUED	PATENTI	STATUS
	MULTI-AXLE EQUAUZED S UNITED STATES	70774-0379	DOTALINA NEW	id 8/15/61	269,901	9/20/63	4,406,184	ISSUED
	LIFT AXLE CONTRO)L, EYSTEM 70774-0303	HEW	11/19/67	122,300	6/6/60	4,854,408	ISSUED
	LOCK MECHANISM UNITED STATES	FOR AN AXLE LIF 76774-0462	T SUS	PENSION 10/1581	776,067	3/9/83	6,182,101	IEEUED
	SPLIT-BEAM SUSPE	METEYE NORW		12.02.0	•		-	
	AIR OPERATED DIA	7 0774-0166 PHRAGM SPRING I	BRAK		730,496	4/20/83	8,203,466	
	UNITED STATES	79774-0380		12/3/96	637,271	6/29/00	4,860,840	
	STROKE INDICATOR	R FOR AIR OPERA!	TED D	LAPHRAG I	m spring brakes	3		
	AUSTRALIA	70774-0547	060	11/30/00	45745/00	1/29/93	628287	IEBUED
	CANADA	70774-0936	CEC	9/20/00 1/13/00	614,867	11/2/03	1,323,847	MESUED
	UNITED STATES	70774-0346	10000	William	200,517	M7/80	4,946,810	
	LOW-SED TRAILER							
	BUROPEAN PATENT	70774-0840	CSQ	11/29/90	90 122 967 A	12/7/86	0 486 668	
	TANDEM SPRING ST	SPENSION WITH I	EAT	ROTATION	(STOP			
	CANADA	70774-0574	CBQ	917/80	360,414	MM3	1,151,502	HEBUTED
	UNITED STATES	70774-0667	NEW	3/14/80	06/121,415	2/30/65	4,322,061	
	SPRING BRAKE ACT	TIATOR WITH A P	RESSI	IRE PLATI	BEARING FOR A	CAGING 1	3001	
	ALISTRALIA	70774-0070	080	2/7/06	@1000/04	7/80/86	000030	(GBUBD)
	MEXICO	70774-0083	CEO	921/84	94 4007	11/26/07	167,121	ISSUED
	UNITED STATES	70774-0317	NEW	0/21/01	000,414	9/12/84	8,346,864	
	TAMPER-RESISTAN	T BRAKE ACTUAT	or .					
	MEXICO	70774-0474	CEC	4/29/83	93 2904	5/36/96 3/16/93	161782 6.183.432	
	UNITED STATES	70774-0001	NEW	4/29/02	(71676,9 0 6	2100	6,199,446	
	AIR BRAKE WITH IN	itegral spring (@ER				
	AUSTRALIA	70774-0363	CEQ	11/2/96	44917/00	6/5/03 3/26/06	630576 1,336,162	HEEUED
	CANADA	70774-0344	CEQ	9/11/86	612,200	*****	1,000,102	
	HEIGHT CONTROL	VALVE WITH ADJ	USTA	ILL SPOOI	.			MANUED
	MECICO	70774-0082	ÇEQ	64846 64846	94 4671 06/078,886	1/7/06 5/0/64	167621 6,336,666	
	UNITED STATES	70774-0486	KERN					
	DUAL IN-LINE CONT	trol valve asse	MBL	¥ .				LEGUED
	UNITED STATES	T0774-0463	MEM	11/10/82	97/974,964 98/484,366	12/27/94	5,375,818 5,862,822	ISSUED
	UNITED STATES	70774-0126	CIP .					
	SPRING BRAKE ACT	TUATOR WITH SPA	ING I	PORCE ME	ABURENLENT.	2/2/94	6,713,236	REFUED
	LINKTED STATUS	70774-0079	DCY	12/200	COUNTY 1002	-	als (alexa	
	SPRING BRAKE ACT	TUATOR WITH FIL	TERI	d vent o	Penings			CBURR
	AUSTRALIA	70774-0620	DCA	221/06	18005/86	7/23/96	600003	128000
	DUAL IN-LINE HEIG		VE A	SSEMBLY				
		70774-00 52	OEQ	8/26/64	77104/04	1/5/04	681666	ICSUE D
	AUSTRALIA							
	FLUID-OPERATED	PRAKE ACTUATOR	MIL.	MOSS.	TALLY IL E21014/1000	10/23/06	2842940	
	JAPAN	70774-0100 70774-0262	DCA	7/10/67	00/001,061	2/22/90	5,073,797	
	UNITED STATES				•			
	TRAILING ARM SU		CEQ	4/14/04	72626/04	6/11/06	687427	ISSUED
	AUSTRALIA	70774-0182	DCA	1/21/86	00/004,124	6/17/67	3,636 ,110	ISSUED
	UNITED STATES	70774-00 4 5			· · · · ·			

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COUNTRY	REFERENÇES	TYPE		SERIALS	(\$\$UED	Printed: PATENTS	4/26/99 P	190 4
	SUSPENSION WITH				400400		1001 100	
UNITED STATES	70774-0288		3/19/95	06/010,318	12/31/96	5,566,665	ISSUED	
BYFASS TUBE FO	OR TIME DELAY HI 70774-0633	EIGHT CO FCA)NTROL 92786	VALVE: . 94/721,867	8/4/88	6,767,932	188UED	
FLUID-OPERATI	D BRAKE ACTUAT	OR WITE	SPRIN	g Chamber 190	PLATION			
AUSTRALIA UNITED STATES	70774-0178 70774-0066	CEQ	7/2004 6/1/04	76140/04 00/483,300	3/19/06	663626 6,722,311	ISSUED ISSUED	
STROKE DEDICA	TOR FOR AN AIR-C	PERATE MIN	D COMI	PANATYON DIAP! •••os7,000	HRAGM SPRIN 14547	g Braki 5,640,480	1880ed	
	er Jeolation of	SYSTEM	FOR A F	LUID OPERATE	D BRAKE ACT	UATOR	•	
AUSTRALIA MEDICO	70774-0085 70774-0101 70774-0487	CIRC	19/10/04 4/27/04 4/27/05	666664 64 2077 66664.757	12/3/96 1/6/96 12/13/94	671216 167,813 8,372,068	IRSUED IRSUED ISSUED	
UNITED STATES	ED BRAKE ACTUAT	OR WITE			LVE			
UNITED STATES	70774-0000	NEW	3/16/04	00212,441	10/24/05 -	\$,400,076		
SPRING PRAKE	ACTUATOR HAVIN	G PLAST DOA	IC PRES	SPURE PLATE AS 00/720,006	SEMBLY COORS	8,771,774	100000	,
	ACTUATOR, CAGIN	ig Bolt	ASSEMI	BLY THEREFOR	AND METHO	OF ASS	Embly ther	eof
AUSTRALIA UNITED STATES	70774-0224 70774-0060	DGA	4/V64 5/2/05	67066/64 88/426,106	8/4/95 8/13/57	667060 5,686,431	198UED)
HEIGHT CONTR	OL VALVE AND DU	MP VAL	ve the	refor				
MEXICO UNITED STATES	70774-0076 70774-0486	CEC	6/7/64 6/7/63	94 4280 99/072,714	9/5/87 9/3/94	186002 5,323,846	ISSUE	
FLUID-OPERATI	ed spring brake			h improved p	ressure plat	re 		
AUSTRALIA MECICO UNITED STATES	70774-0838 70774-0877 70774-0802	CEQ NEW	21484 21594 91573	61894/64 94 4626 66/67/6,734	3/13/96 9/26/97 1/3/95	609643 180170 6,377,678	1884MC 1884MC 1884E	j
SPRING BRAKE	ACTUATOR AND C	aging b	olt th	erefor	i			
AUSTRALIA MEXICO	70774-0067 70774-0336	CEC	9/34/94 3/34/94 11/4/96	59450/94 94 2219 98/763,801	10/8/07 2/8/00 2/10/06	679010 181,173 6,725,076	#55UEC 188UEC 188UEC	•
CATTED STATES	70774-0131							
UNITED STATES	ACTUATOR WITH (DCA	10/6/95	06/127,030	9/9/97	5,064,470	ISTUEC	•
SLADER SUSPEN	SION WITH MUD F	LAP MOL	NTING	BRACKET ASSE	MBLY 10/14/87	5375.300		•
UNITED STATES	70774-0183	CON	10/6/88	00/727,026	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	440.00		•
TRAILING ARM	SUSPENSION WITE	wraff OBQ	ER COM WIE/07	17.A POISEERS	10/25/87	87/0247	188UE	•
	ARM SUSPENSION	4		•				•
COUNTY ARRIVA	70774-0760	CER	E/14/00	\$6/4086	2/34/88	98/4096	100E	•
TRAILING ARM	SUSPENSION WITH	ARTIC	ILATED	AXLE MOUNTS	NG 7/29/96	97/9444	(SSUE)	9
SOUTH APRICA	70774-0003	CEQ	10204/	3110111	********		THE SELECTED	125
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AGITAT ANCHURLUK INTERNATIONAL, INC.

	port by invention						Printed;	4/26/00	Page	1
Status:	PENDING									
COUNTR	tY .	REFERENCES	TYPE	FILED	SERVALA	18 9 UED	MIENTA		SUTATE	
VARIA	LE GEOMET	RY LINKAGE CO	NFIGU	RATION						
AUSTRAL	LIA	70774-0735	DCA	10/2/17	47419/97				PENDING	
BRAZIL .		70774-0734	OBQ	4006	P4 9001000-3				PENDING	
CANADA		70774-0735	CEO	3/27/94	2,220,000 27 ten 207.4				PENDING	
CUROPE	AN	70774-0756	DCA	19/2/67	96 4300				PENDING	
MEDUCO !	TATES	70774-0737 70774-0746	DOA	6/27/94	COCCULATE?				PENDING	
		UATOR WITH GU	DE A	ND BEARI	IG FOR AN ACTUA	TOR ROD	1			
CANADA		70274-0186	DCA	40497	2.203.047				PENDING	
EUROPE	AN	70774-0195	DCA	11/0/04	86 901 619.3				PENDING	
JAPAN		70774-0103	DOA	11/8/84	\$18363/1906				PERDING	
*OUTH N		70774-0182	DČA	11/6/04	97-7000AG				PENOING	
SPRING	BRAKE ACT	UATOR HAVING	LWO-I	ply press	ure plate asset	KBLY				
CARADA		70774-0618	DOA	2/10/05	2,218,780				PENCING	
EUROPE	AN	70774-0819	DOA	3/10/05	96 910 992.9				PUBLISHED	
MARAN		70774-0816	DOA		234225/1006				PENDING	
SOUTH N	COREA	70774-0616	DOA	3/10/96	97-700000 94-9445				PENDING	
MEXICO	•	70774-0263	CEG		44				PERMIT	
	Brake act	TUATOR WITE CU	_	ND SKARII 1881	NG FOR AN ACTUA MITTE	LTOR ROD)		PENOMO	
WEDUCO		70774-0275	CEC						PERLETT	
SPRING	Brake act	TUATOR WITH FIL			CYENT OPENING	•				
AUSTRA		70774-0636	DOA	4/30/87 4/30/87	36164W7 2.718.002		•		PENDING	
GANADA		70774-0641 70774-0642	DOA	4/30/67	97 922 848.2				PENDING	
MOONE		TATE A BOAL	000	10/30/07	0.072000				PENDING PENDING PENDING	
HOLA	•	70774.6666	080	10/22/87	1667CAL67				PENDING	
JAPAN		70774-0043	DOA	4/80/87	630171/1007				PENDING	
MEXICO		70774-0845	DOA	13/16/17	57 18310 06/622,817				PENDING	
UNITED		70774-0634	_ •••	W201	Object 11					
TAMPE	r-resistan	T BRAKE ACTUAT			A 600 400				PUBLISHED	
CANADA		70774-0480	Office	625/63	2,000,157 166,879				PENDING	
MATAK		70774-0452	CEQ	91483	100,079				(Diesire	
ADJUS	TABLE BUSH								PENDING	
CANADA	•	70774-0637	CEG	6/30/65 9/36/65	2,077,1 02 964174/1 90 2				PENDING	
JAPAN		70774-0467 70774-0468	CEC	2/27/22	62-16-66				PENDING	
SOUTH	COPULA	10/14-04-0			HERENNIAN TO A	ELIDING E	RAME			
APPAR	atus for m	OUNTING A TRAI			1040.001				PENDING	
CANADA	.	70774-0662	080			W 455 TW	BBAKK			_
ADJUS	TABLE MOU	TING APPARATU	B POF	ADL-OPE	TOSTOG Wied Divisions	W Strange		•	PENDING	·
CANADA		70774-0 689	CEC	9/3/80 9/3/80	214636/1900				PENDING	
MATAL		70774-0541	CSC							
DRIVE	AXLE SUSPE	NOION			- 000 001				PENDHIG	
CANADA		70774-0496	G80	2/16/83	2,000,001 104,023/1963				PENDENG	
JAPAN	••	70774-0455	300	4/9/93	22-6004					
HTUOS	KORSA	70774-0400								
ALIGN	MENT MICE	ANISM FOR VEEL		11/10/02	2.062.506				PENONG	
CANADA		70774-0471	080	11/16/92	220063/1002				PENDING PUBLISHED	
JAPAN		70774-0478 70774-0484	OEG	11/20/22	(3-23-CH				-0600	
BOUTH	KORBA	101 14- 1-11-1								

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	COUNTRY	REFERENCES	TYPE	FILED	SERIAL	ISSUED	PATENTE		Page
			•••						STATUS
	TRAILING ARM SUS	PENSION WITE W		ER COMP	TERMON AYLE MO	INTING			
	SOUTH KOREA	70774-0874		MUSAS		0111110			
									PENDING
	APPARATUS FOR M					Liding F	ramb		
	CANADA	70774-0476	CEC	4/25/93	2,000,186				PUBLISHED
	SUSPENSION FRAME	E BRACKET							
	CANADA	70774-0012	CEQ	9/27/63	2.134,700				PENDING
	APAN	70774-0002	OEQ	10/20/94	\$10,044				PENDING
	SOUTH KORSA	70774-0004		11/2/84	94-703012				PENDING
	LOW-BED TRAILER	SUSPENSION SYST	Mar						
	CANADA	70774-0020	CEQ	11/14/90	2,020,006				PENDING
	SPRING BRAKE ACT	MATOR WITH A P	REGGI	ire plate	BEARING FOR A	CAGING T	YOOL		
	CANADA	70774-0073	CEQ	20000	2.142.000				PUBLISHED
	EUROPEAN PATENT	70774-0000	CEQ	3/21/06	94 907 903.3				PENDING
	JAPAN	70774-0071	CEO	3/30/06 3/14/06	40270011005				PENDING
	BOUTH KORSA	70774-0086	CEQ	316/35	95-700003				PENDING
	TAMPER-RESISTAN	t brake actuat	OR						
	JAPAN	70774-0467	CEC	1/11/03	17002/1903				PENDING
	HEIGHT CONTROL	MALVE WITH ADJ	MTAI	KE SPOOL	. • .				
	JAPAN	70174-0267		4/12/04	201743/1266				PENDING
		V							
	DUAL IN-LINE HEIG			SHEMELY					
	EUROPEAN PATENT	70774-0248	CEC	11/10/05	83 823 727.A 83 7086				PENDING
	MECCO	70774-0106							PENOING
	SPRING BRAKE ACT								
	MEXICO	70774-0001	CORC	2000	97 9540				PENDING
	SPRING BRAKE ACT	uator with fil:	FERE	D VENT OF	ENOVOS				
	SRAZIL	70774-0627	DOA	22106	Pi 9010213-0				PENDING
	CANADA	70774-0621	DCA	221/01	2,211,646				PENDING
	CHINA BUROPEAN	70774-0020	DOA DOA	2/21/05 2/21/05	96197996.6 66 911 967.7				PENDING PENDING
	JAPAN .	70774-0622 70774-0623	DOA	2/21/04	#34550/1966				PENDING
	SOUTH KOREA	70774-0624	DCA	221/05	57-705740				PENDING
	MEXICO	70774-0264	DCA	NZUN7	97 0300 97/00663				PENDING
	TURKEY UNITED STATES	70774-0279 70774-0200	OTH	8/39/97 6/39/97	0//(COSC)				PENDING PENDING
			,						
	DUAL IN-LINE REIG								
	CANADA	70774-0261 70774-0063	CEO	5/20/06 0/20/06	2,190,391 94 927 905.8				PENDING
	EUROPEAN PATENT EUROPEAN	70774-0864							MALLED
	JAPAN	70774-0061	CEC	6/20/05	E10300/1006				PENDING
	SOUTH KOREA	76774-0000	OEC	0/20/05	04-702167				PENDING
	MECICO	70774-0243	050	6/20/06	et 2041				PENDING
	FLUID-OPERATED B	RAKE ACTUATOR	WITH	(CHECK V	alve				
	EUROPEAN	70774-0199	DOA	1/10/86	85 WOE 470.8				PENDING
	MIDGCO	70774-0207	CEC	1/10/00	00 0100				PENDING
	VEHICLE SUSPENSE	ON WITH WRAPPE	R CO	MPRESSO	MAXILE MOUNTIN	G			
	ALISTRALIA	70774-0000	DCA	60/06	00071/05				PENDING
	CANADA	70774-0047	DCA		2,210,077				PENDING
	EUROPEAN	70774-0005	DCA	-62/06	9) 936 606.6 800647/1987				
	JAPAN .	70774-0006 70774-0000	DOA	1/2/06 1/2/06	97-708364				PENDING PENDING
	SOUTH KOREA	70774-0670	DCA .	. 42/00	96 0004				PENDING



Accord Assessed Accordances						Printed:	4/24/90	P
Patent Report by Inventional COUNTRY	REFERENCES	TYPE		SERIALS		PATENTO		STATUS
AIR SPRING WIT	k internal supe	ORT ME	MBER					
UNITED STATES	70774-0191	CEQ	411187	06/617,321			1	PENDA
TAMPER-RESIST	ANT BRAKE ACTU	ATOR						
BURCPEAN	70774-0708	DCA	4/0/05	95 929 423.2			1	PENDE
JAPAN	70774-0708	DCA	20/00	S00307/1007				PEND
SOUTH KOREA	70774-0710 70774-0711	DCA	1/20/26	96-700618 98-9695				PEND
MEXICO LIMITED STATES	70774-0730	DOA	27094.	00/021,030				PEND
	BRAKE ACTUATO	R MOUNT	ring					
UNITED STATES	70774-0611		B/18/07	00/814,374		•	ſ	PENDI
TRAILING ARM	,							
AUSTRALIA	70774-0704		11/26/67	48949/97				PENDI
CANADA	70774-01.83	CEO	19/10/96	2,187,864				PEND
EUROPEAN PATENT	70774-0184	050	11/7/06	94 922 418.0			ı	PEND
JAPAN BOUTH KORSA	70774-01 86 70774-01 86	CEC	10/14/06	220010/1906 06J706761				PEND
	SUSPENSION WITH			***************************************			`	
	70774-0167	CEC	·10/10/96	67966/94				PEND
AUSTRALIA CANADA	70774-0149	cec.	10/10/00	2,166,175				PENO
EUROPEAN PATENT	70774-0188	OGG	11/7/06	· 64 614 830.0				PONC
MAN	70774-0100	CEC	10/16/06	#20000/1006 98-700644				PEND
SOUTH KORSA	70774-0161				N ATION			
	D BRAKE ACTUAT	CEEC	n of Kur 9/1486	2.106.205	JERTION			PENC
CANADA	70774-0167 70774-0160	CEC	2/12/26	634001/1986		•		PENC
SOUTH KORSA	70774-0181	CBQ	W14/96	99-709091				PEN
MEXICO	70774-0274	080	4/90/86	86 1604			1	PENC
SPRING CHAME	er isolation sy				RAKE ACTU	LTOR		
CANADA	70774-0063	000	12/16/04	2,136,378 94 914 710,2				PENE
EUROPEAN PATENT	70774-0001 70774-0074	CEQ	12/16/04	E34346/1964				PEN
UNITED STATES	70774-0025	P.ME	34000	06/023,135				PENC
	ACTUATOR HAVIN	IG PLAST	nc Pres	SURE PLATE AS	REMBLY			
AUSTRALIA	70774-0754	DCA	11/14/05	42364786				PENC
BRAZIL	70774-0786	DCA	11/14/86	F-10001-0				PENC
BUROPEAN	70774-0786	DOA DOA	11/14/06	96 946 705.2 91 8603/1967				PEN
JAPAN SOUTH KOREA	70774-0 787 70774-0 786	DCA	11/14/05	96-703011				PEN
MIDCICO	70774-0700	DCA	8/13/04	96 5701				PENC
SPRING BRAKE	ACTUATOR, CAGE	NG BOLT	ASSEM	BLY THEREPOR	, and metho	DD OF ASS	EMBLY	THE
ALISTRALIA	70774-0721	DIV	1/90/06	S2004/00				PENC
CANADA	70774-0230	CEQ	11/30/06	2,104,184 94 916 776.4				PUBL
SUROPEAN PATENT	70774-0220 70774-0282	350	11/27/86	220200/1005				PEN
SOUTH KOREA	70774-0034	060	4/1/04	96-796300				PEN
HRIGHT CONTE	OL VALVE AND D	UMP VAL	VE THE	refor				
LAPAN	70774-0200	089	13/3/00	معدرها الكا				PEN
ACCURATION NOTICES	70774-0282	CEC	137/86	86-TORE36 .				
FLUID-OPERAT	ED SPRING BRAKE	ACTUAT	ror wit	'H FUNNEL-AHA	Ped Pressui	re plate	1	PEN
CANADA	70774-0230	CEG	13/6/65	2,784,880				PUBL
EUROPEAN PATENT	70774-6237	ÇEQ	11/30/06	94 907 971.S				PEN
LAPAN	70774-0236	CEG	120/06	301724/19 66				PEN

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-	SECTION AS MODERN THESE						Printed:	4/20/90	Page
	YNTHUC	REFERENCE	TYPE	FILED	SERIALS	ISSUED	PATENTA		STATUS
, Si	Pring Brake Act	TUATOR AND CAG	NG B	OLT THE	EFOR				
	ANADA	70774-0078	CEQ	11/23/04	2,136,632				PENDING
	UROPEAN PATENT	70774-0016 70774-0015	CEQ	9/20/93 11/14/84	83 823 736.0				PENDING
	APAN OUTH KORBA	70774-0015	CEG	11/22/64	62006771994 94-764190				PENDING
_		VALVE WITH DUM					•		PENDING
-	ECCO	70774-0273	CEO	42006	96 1802				PENDING
		TUATOR WITH COI							renung
	PKING BRAKE ACT MADA	TUATUR WEIR CUI		12/19/06	2,230,042				PENDING
_		E FOR A TRAILER							
	anada	70774-0628	DCA	4/10/17	2.290,144				PENDING
	LINOPEAN	70774-0629	DCA	4/1947	97 918 MIL				PENDING
	6000	70774-0630	DCA	10/9/96	96 6361				PENDING
Ü	NITED STATES	70774-0831	DOA	10/9/95	00100,000				PENDING
	ir brake actua!	for with enlam	CED I	LAPHRAG	D DONTHM DNA M	f Manuf	ACTURE		
	UROPEAN	70774-0810	DOA	2/27/97	87 90F 6F8.7				PENDING
¥	PAN	70774-0611	DOA	UZ7/67	E336341007				PENDING
	EXICO NITED STATES	70774-0612 70774-0606	DCA	9/11/96 6/30/97	96 7422 98/913.060				PENDING PENDING
	MEO SIATES	70774-0286	caro .	2/27/07	PCTANERIOSOS				PUBLISHED
95	DATING ARM SIM	PENSION WITH W	RAPP	ER COMPI	RESERVA AXLE MO	UNTING			
	ROBERTINA	70774-0212	OTH	1/19/87	P07 01 00175				PENDING
	IDONESSIA	70774-0214	ϑ.	1/10/57	P-670122				PENDING
Ĭ.	DA	70774-0223	050	1/13/97	SECALET				PENDING
	MLAYBIA	70774-0206	000	1/10/97	PI 8700106 1-06302				PENDING
	HILPPINES HALAND	70774-0216 70774-0217	CEQ	1/1 5/07 1/14 /07	1-043UZ 034218				PENDING
•••		M Vehicle Suspi			•••••				- manage
_		70774-0748	CEO	£/26/06	P960163480				PENDING
	RIBENTINA IDIA	70774-074 0	Č	8/19/00	POSCALBS				PENDING
	NITED STATES	70774-0006	FEX	6/29/67	00/005,435				PENDING
	NPO .	10774-0747	CEQ	5/19/96	PCT/U000/10454				PUBLISHED
	XLE LIFT MECHAI	META							
Ü	NITED STATES	70774-0057	DCA	3/17/96	00/271,367				PENDING
	(PO	70774-0060	083	9/30/97	PG17U017/17443				PUBLISHED
r	railing arm sus	ea htiw noishig							
A	RGENTINA	70774-0665	OEG	10/23/07	970104888				PENDING MARLED
	UNITRALIA .	70774-0005	DCA						MALED
	ANADA HINA	70774- 000 6 70774-0067	DOA						MAILED
	LIROPEAN	70774-0015	DCA	10/21/07	97 911 COL1				PENDING
	DONESKA	70774-0460	CEQ	10/23/07	P-673010				PENDING
	IDIA	70774-0 650	CEQ	19/23/07	19EECALST				MALED
	VAN	70774-0008 70774-0000	DCA						MAILED
	OUTH KOREA EXICO	70774-0670	DČA						MALED
	ALAYEIA	70774-0001	CEG	19/22/07	PI 9704077				PENDING PENDING
Pi	HERPHINES	70774-0002	CEG	10/23/07	1-66376 040272				PENDING
71	HALAND	70774-0864 70774-0878	66A	2/14/26	(B/154.BE				PENDING
	NITED STATES	70774-0 666	OHO	19/21/5/	POTIVEET/16783				PUBLISHED
	ibration Dampe	NING ASSEMBLY							
	IBROA I TOTA DON'T A	70774-0781	DCA	3/6/04	64612/96				PENDING
•••	RAZIL	70774-0762	CCCO.	0/14/04	PI 9003186-2				PENDING
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Patent Report by Inve	ntion					Printed:	4/26/99	Page	5
COUNTRY	REFERENCES	TYPE	FILED	SERIALS	ISSUED	PATENTA		STATUS	_
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VIBRATION DAMPEN	ING ASSEMBLY continue	d							
CANADA	70774-0783	DCA	5/6/06	2,247,193				PENDING	
EUROPEAN	70774-0764	DCA	1/6/00	BE 910 216.5				PENDING	
JAPAN	70774-0632	DCA	3/8/96	\$30005/1906				PENDING	
MEXICO	70774-0786	OCA	11/8/06	96 6302				PENONG	
UNITED STATES	70774-0627	DCA	10/20/96	00/102.007				PENDING	
WIPO	79774-9796	CEO	2/4/06	POT/US06/04467				PUBLISHED	,
				MINACO CAMBIET					
	ACTUATOR WITH I								
UNITED STATES	76774-0849	DOA	11/6/07	99/985,983 PCT/UNIT/01382				PENDING	
WIPO	70774-0281	HEW	1/20/07	LOW MAN WORKS				PUBLISHED)
VEHICLE HEIGH	IT CONTROL VALV	E WITH	POSITIO	n adjustment.	SUSPENSIO	N INCORP	ORATI	NG SAME	AND
	STMENT MECHANI								
LOGITION (COO									
UNITED STATES	70774-07 25	FCA	2/4/06	00/030,168				PENDING	
	OT TOTAL VALUE OF								
trailing arm									
CANADA	70774-0805	CBQ	7/16/96	1,240,791				PENDING	
MEDICO	70774-0004	CBO	7/16/00	00 0701				PENDING	
UNITED STATES	70774-0793	OTH	6/18/96 7/16/95	00/005,004 00/116,006				PENDING	
UNITED STATES	70774-0801	PCA	77766	CONT 170,2000				PENDING	
DIAPHRAGM RE	TAINER FOR SPRE	IC ERAN	E ACTU	LTOR					
EUROPEAN	70774-0782	050	8/17/86	94 115 442.0				PENDING	
UNITED STATES	70774-6751	FOA	6/26/20	00/105.112	•			PENDING	
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NORMALLY-CL	osed diaphragm	CHECK	VALVE						
UNITED STATES	70774-0638	FCA	12/4/06	00/206,026				PENDING	
WIPO	70774-0630	CEQ	12/4/86	PCT/U000/25730				PENDING	
	PRONT SUSPENSION								
ARGENTINA	70774-0842	CEC	12/11/04	P 900106312				PENDING	
UNITED STATES	70774-0760	QIH	10/13/06	PQT/U006/26271				PENDING	
WIFO	70774-0041	CHO	12124	-CINOSON/ASSAN				PENDING	
SURMERSTRLE I	BRAKE ACTUATOR								
WIPO	70774-0044	CEG	2/2/00	PCT/LIBOA/02221				PENDING	
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PNEUMATICSE	AT BASE								
UNITED STATES	70774-0778	NEW	6/2/94	00/047,004				PENDING	
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ANTI-CREEP DE	VICE								
UNITED STATES	70774-0786	NEW	8/12/9 6	80/060,163				PENDING	
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drive axle su									
UNITED STATES	70774-0743	HEAL	U27/90	60/006,184				PENDING	
VEHICLE SUPPL	NSION WITH ROTA	BY HEE	SHT CON	TROL VALVE					
		HEW	8/31/96	00/000,401				PENDING	
UNITED STATES	70774-0882								
TWO-PIECE PRI	esure plate and	METHO	d of ta	BRICATION					
UNITED STATES	70774-0813		11/34/96	60/100,706				PENDING	
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VEHICLE SUSPE	NSION WITH BRAK	E ACTU	ATOR M		KAKE ACTU	A LUK BR	CKET	INTKER)K
UNITED STATES	70774-0636	NEW	2/4/88	60/118,627				PENDING	
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NEWAY ANCHORLOK INTERNATIONAL, INC.

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ANCHORLOK		_								
	70774-0 6 05 1 0/6/50	STATUS CH	ECK IONI/04	9600112186				PENOING		012
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CANADA	70774-0 2 07 11/1 3/06	DECLARATA	11/13/90 ON OF USE	026,63 6				PENOUNG		
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UNITED STATES	70774-0063 6/17/00	PILING DET	2/17/00 ALB	78/962,067				PENDING		012
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CHINA	70774-0 006 1 0/0/00	STATUS CH	10/E/96 HECK	9800113198				PENDING		012
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	70774-0613 3/30/00	STATUS OH	E/E/E/7 E/CK -	882,971				PENDING		012

Page 2 Trademerk Report by Mark COUNTRY REFERENCES - FILED STATUS CLASSES REGII APPLE REGOT Next Action Due **V-LOK** 70774-0732 S/6/96 6/18/00 RESPONSE TO CA PENDING 012 75/400,232 UNITED STATES V-STEER D 70774-0884 3/25/88 8G0/09 AWTS CERT OF ASS 79/457,161 PENDING 12 UNITED STATES VPAC 70774-0661 2/17/86 0/17/80 PILING DETAILS 75/052,196 PENONG 012 UNITED STATES 14 . TOTAL ITEMS SELECTED = END OF REPORT

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Trademark Report by M COUNTRY	lark Réperences	FILED	APPLE	REGOT	(NSO)	Printed: 4/26/16 STATUS	Page 2 CLAESES
LIFE SEAL UNITED STATES	T0774-0296	8/17/95	74/716,701	3/11/07	2,046,006	REGNITERE	D 012
MISCELLANEOUS UNITED STATES	5 DESIGN 70774-0389	12/17/64	73/613,730	11/25/06	1,418,369	REGISTERE	D 17
NAI LOGO UNITED STATES	70774-0487	50/03	74/384,803	14/84	1,816,106	REGISTERS	D 40
NEWAY				1201/02	1.410.018	REGISTERS	D 12
ARGENTINA	70774-0137	8/10/79	A336301	6/10/79	A336301	REGISTERE	
AUSTRALIA	70774-0130	4,4.0	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	7/21/04	N2 700	RÉGISTERE	_
AUSTRIA	70774-0130	-4/15/64	061,071	4/15/64	001,071	REGISTER	
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CANADA	70774-0142 70774-0143	97/79	166,001	7/13/07	100267	REQUITERS	
COLOMBIA	70774-0144			7/36/64	2455 1984	REGISTERS	D 12
DENMARK PRANCE	70774-0877	6/2/00	1,870,386	4/2/00	1,670,366	REGISTERS	D 012
GERMANY	70774-0146		•	3/0/04	811 005	REGISTERS	io ·
ISRAEL	70774-0140			7/20/92	84611	REGISTERS	ED CIE
ITALY	70774-0196	1/25/71	20632 C/78	10/21/05	375.801	REGISTERS	iD 012
MEGOO	70774-0113	11/0/04	217144	12/6/84	481000	REGISTER	ED 012
NEW ZEALAND	70774-0114	B*10/79	164	8/10/79	120122	REGISTERS	فا
SINGAPORE	70774-0116			10/16/06	82673	REGISTERI	ID 12
	70774-0117			1/22/05	451422	REGISTER	ID 012
SPAIN SWEDEN	70774-0128			1/22/06	111 981	RECHERA	10
EWITZERLAND	70774-0118	6/6/64	NA	6/6/64	312979	REGISTER	ID 012
UNITED KINGDOM	70774-0121	11/16/04	2 001 727	9/15/95	2 001 727	REGISTER	ED 012
UNITED STATES	70774-0804	2/24/00	72/002,136	9/27/90	704,886	REGISTER	ED 19
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NEWAY GENUIN UNITED STATES	E LIGHT TRAILE 70774-0600	2/7/4	74467,577	19/9/00	2,630,112	RECIETER	BD 012
NEWLITE					2444	AMOISTER	ED 12A,129
AUSTRALIA	70774-0812	. e/12/67	741106	0/12/07	741105	REGISTER	
WEGOO	70774-0514	4447	304,012	6/8/87 4/10/20	304,012		
UNITED STATES	70774-0696	6/16/67	76/306/420	V12/00	2,219,000	, manual con	
SMART NUTS	10774-0201	10/10/79	73/235,432	12/29/01	1,162,460	REGISTER	
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### MEN'A I ANCHUKLOK INTERNATIONAL, INC.

Trademark Report by ( Status: REGISTER	Mark ED				Prin	ted: 4/26/99	Page 1
COUNTRY	ROFERBNCES	FILED	APPLE	REGIST	REGI	STATUS	CLASSES
J ALOGO							
MEXICO	70774-0688	11/20/91	127701	12/7/84	491774	REGISTERED	12
UNITED STATES	70774-0104	1/30/66	73/500,240	11/11/06	1,418,645	REGISTERED	12
AIR-BEAM and D	edge. Juga Cr	e Topy			141654 "		
UNITED STATES	70774-0370	10/6/90	73/629,706	11/0/90	1,621,007	REGISTERED	012
ANCHORLOK							
ARGENTINA	70774-0246	1/23/67	1.679,868	4/0/00	1.201.003	REGISTERED	012
AUSTRALIA	70774-0616	10/26/76	301620	10/25/76	8301,620	REGISTERED	12
BENELUK	70774-0606		31806		315442	ROGISTERED	12
BRAZIL	70774-0543	11/3/76	20,412/76	2/25/00	007177020	ARGISTERED	907
CANADA	70774-0804	12/27/72	356,960	8/24/74	190,305	REGISTERED	012
CHILE	70774-0347	9/12/95	318.005	9/9/96	467,362	REGISTERSO	012
COLOMBIA	70774-0248	2/4/96	96,011,794	8/13/94	211626	REGISTERED	
FRANCE	70774-0483	12/24/72	144.004	12/24/72	1223079	REGISTERED	12
GERMANY	70774-0607	2/7/06	305 05 301.7	4/25/04	306 05 361	REGISTERSO	12
ISRAEL	70774-0816	10/1/73	36364	2/20/76	30304	REGISTERED	12
ITALY	70774-0486	2/17/95	PM86C000747	6/13/67	712834	REGISTERED	012
JAPAN	70774-0617	2/6/06	21344/1805	7/29/07	4095647	REGISTERED	012
MEDICO	79774-0586	11/20/01	127,702	6/6/96	527670	REGISTERED	012
SOUTH AFFRICA	70774-0518	10/20/76	76/6467	3/9/78	78/5467	REGISTERED	012
SWEDON	70774-0618	10/27/76	76-4648	6/16/77	100,729	RECHETERED	12
UNITED IGNIGIONA	70774-0622	12/18/72	1 005 836	2/11/75	1 005 536	REGISTERED	12
UNITED STATES	70774-0613	5/36/00	72/336,345	11/24/70	902,903	REGISTERED	12
VENEZUELA	. 70774-0611	7/1/70	4 <b>63</b> 7	9/10/71	04,505-F	REGISTERED	23
DOCKRITE					0.440.005	REGISTERSO	012
UNITED STATES	70774-0040	8/25/95	74/722,540	3/17/06	2,145,005	Manual Stems	V.1
ez-align	Silver Carry	,					
SUROPEAN UNION	70774-5306	11/25/95	412,002	12/17/00	412,002	CENSTRICES	012
UNITED STATES	70774-0204	0/20/00	78/167,763	3/17/06	2,146,432	REGISTERED	012
GENUINE LIGHT	المراهدين	5 PM			4 077 070	REGISTERED	12
UNITED STATES	70774-0667	2/7/84	74/406,976	2/7/94	1,877,530	145-00-121-00-0	-
COLD SEAL			74004.300	4/9/91	1,630,067	RECISTERED	12

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