



09-11-2000



07-21-2000

U.S. Patent & TMOfo/TM Mail Rcpt Dt. #28

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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

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other Assignment of Security Agreement re-
corded at Reel 16657 Frame 734

TRADEMARKS FEDERAL PROCESS RECEIVED JUL 11 2000 U.S. PATENT & TRADEMARK OFFICE

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

- Formerly
- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other
 - Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other
 - Citizenship/State of Incorporation/Organization
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

09/11/2000 NTHA11 00000076 75116510

01 FC:481 40.00 OP

02 FC:482 425.00 OP

FOR OFFICE USE ONLY

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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

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Marc A. Bergsman

July 21, 2000

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") is made as of June 6, 2000 by and between General Electric Capital Corporation ("Assignor Lender") and Bank One, Michigan, formerly known as NBD Bank ("Assignee Lender") and acknowledged, agreed and consented to by Bank One, Michigan, as Administrative Agent ("Administrative Agent"), Truck-Lite Co., Inc., a New York corporation (the "Borrower") and Truck-Lite Holdings Corp., as a Credit Party ("Holdings"). All capitalized terms used in this Agreement and not otherwise defined herein will have the respective meanings set forth in the Credit Agreement as hereinafter defined and Annex A thereto.

RECITALS:

WHEREAS, the Borrower, Holdings, Assignee Lender, as Administrative Agent and a Lender, Assignor Lender, as Documentation Agent, Collateral Agent and a Lender, and the other Persons signatory thereto as lenders have entered into that certain Credit Agreement dated as of November 19, 1997 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which Assignor Lender has agreed to make certain Loans to, and incur certain Letter of Credit Obligations for, the Borrower, and to act as Collateral Agent and Documentation Agent;

WHEREAS, Assignor Lender desires to assign to Assignee Lender all of its interest in the Loans (as described below), the Letter of Credit Obligations and the Collateral and to delegate to Assignee Lender all of its Commitments and other duties with respect to such Loans, Letter of Credit Obligations and Collateral and to assign all of its rights and interests of any kind as Collateral Agent and Documentation Agent under the Credit Agreement and all other Loan Documents;

WHEREAS, Assignee Lender desires to accept such assignment and delegation from Assignor Lender.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Assignor Lender and Assignee Lender agree as follows:

1. ASSIGNMENT, DELEGATION, AND ACCEPTANCE

1.1 Assignment. Assignor Lender hereby transfers and assigns to Assignee Lender, without recourse and without representations or warranties of any kind (except as set forth in Section 3.2), all of Assignor Lender's right, title, and interest in the Loans, the Loan Documents and the Collateral, whether as a Lender, as Collateral Agent or as Documentation Agent.

1.2 Delegation. Assignor Lender hereby irrevocably assigns and delegates to Assignee Lender all of its Commitments and its other duties and obligations as a Lender under the Loan Documents and irrevocably assigns and delegates to the Assignee Lender all of its duties, obligations, rights, title and interests as Collateral Agent and as Documentation Agent under the Loan Documents.

1.3 Acceptance by Assignee Lender. By its execution of this Agreement, Assignee Lender irrevocably purchases, assumes and accepts such assignment and delegation and agrees to be a Lender with respect to the delegated interests under the Loan Documents and to be the Collateral Agent and the Documentation Agent (in addition to being Administrative Agent) under the Loan Documents and to be bound by the terms and conditions thereof. By its execution of this Agreement, Assignor Lender agrees.

to relinquish its rights and be released from its obligations and duties under the Credit Agreement and the other Loan Documents, whether as a Lender, as Collateral Agent or as Documentation Agent.

1.4 Effective Date. Such assignment and delegation by Assignor Lender and acceptance by Assignee Lender will be effective and Assignee Lender will become the Collateral Agent and the Documentation Agent (in addition to being the Administrative Agent) under the Loan Document as of the date of this Agreement ("Effective Date"), upon payment of the Assigned Amount and the Assignment Fee (as each term is defined below) and upon Administrative Agent's, Holding's and Borrower's acceptance of this Agreement. If any of the terms of this Agreement conflict with any terms of the Credit Agreement or any other Loan Document, the terms of this Agreement shall control. All other Lenders (other than Bank One, Michigan and General Electric Capital Corporation) are assigning their interests to Bank One, Michigan as of the Effective Date and all such assignments shall be deemed effective immediately prior to the effectiveness of this Agreement. Interest and Fees accrued prior to the Effective Date are for the account of Assignor Lender. As of and after the effectiveness of the assignment and delegation hereunder by the Assignor Lender, the Assignor Lender shall no longer be a Lender, the Collateral Agent or the Documentation Agent under the Credit Agreement or any other Loan Document and shall be relieved of all obligations and responsibilities as a Lender, the Collateral Agent or the Documentation Agent under the Credit Agreement or any other Loan Document.

2. INITIAL PAYMENT AND DELIVERY OF NOTES

2.1 Payment of the Assigned Amount. Assignee Lender will pay to Assignor Lender, in immediately available funds, not later than 12:00 noon (New York time) on the Effective Date, an amount equal to the then outstanding principal amount of the Loans owed to Assignor Lender together with all related accrued but unpaid interest, fees and other amounts (the "Assigned Amount").

2.2 Execution and Delivery of Notes. Following payment of the Assigned Amount, Assignor Lender will deliver to Administrative Agent the Notes previously delivered to Assignor Lender for redelivery to the Borrower and Administrative Agent will obtain from the Borrower for delivery to Assignee Lender, new executed Notes evidencing Assignee Lender's Pro Rata share in the Loans after giving effect to the assignment described in Section 1. Each new Note will be issued in the aggregate maximum principal amount of the applicable new Commitment of the Assignee Lender.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1 Assignee Lender's Representations, Warranties and Covenants. Assignee Lender hereby represents, warrants, and covenants the following to Assignor Lender and Administrative Agent:

(a) This Agreement is a legal, valid, and binding agreement of Assignee Lender, enforceable according to its terms;

(b) The execution and performance by Assignee Lender of its duties and obligations under this Agreement and the Loan Documents will not require any registration with, notice to, or consent or approval by any Governmental Authority;

(c) Assignee Lender is familiar with transactions of the kind and scope reflected in the Loan Documents and in this Agreement;

(d) Assignee Lender has made its own independent investigation and appraisal of the financial condition and affairs of the Borrower and each Credit Party, has conducted its own evaluation of the Loans and Letter of Credit Obligations, the Loan Documents and the Borrower's and each Credit

Party's creditworthiness, has made its decision to become a Lender to the Borrower under the Credit Agreement independently and without reliance upon Assignor Lender or any of the Agents, and will continue to do so;

(e) Assignee Lender is entering into this Agreement in the ordinary course of its business, and is acquiring its interest in the Loans and Letter of Credit Obligations for its own account and not with a view to or for sale in connection with any subsequent distribution; provided, further, that at all times the distribution of Assignee Lender's property shall, subject to the terms of the Credit Agreement, be and remain within its control;

(f) No future assignment or participation granted by Assignee Lender pursuant to Section 9.1 of the Credit Agreement will require Assignor Lender, any Agent or the Borrower to file any registration statement with the Securities and Exchange Commission or to apply to qualify under the blue sky laws of any state; and

(g) As of the Effective Date, Assignee Lender (i) is entitled to receive payments of principal and interest in respect of the Obligations without deduction for or on account of any taxes imposed by the United States of America or any political subdivision thereof, (ii) is not subject to capital adequacy or similar requirements under Section 1.16(a) of the Credit Agreement, (iii) does not require the payment of any increased costs under Section 1.16(b) of the Credit Agreement, and (iv) is not unable to fund LIBOR Loans under Section 1.16(c) of the Credit Agreement, and Assignee Lender will indemnify Administrative Agent from and against all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, or expenses that result from Assignee Lender's failure to fulfill its obligations under the terms of Section 1.15(c) of the Credit Agreement or from any other inaccuracy in the foregoing.

(h) This assignment by Assignor Lender to Assignee Lender is made in accordance with the terms of the Credit Agreement and complies, in all material respects, with the terms of the Loan Documents.

3.2 Assignor Lender's Representations, Warranties and Covenants. Assignor Lender hereby represents, warrants and covenants the following to Assignee Lender and Administrative Agent;

(a) Assignor Lender is the legal and beneficial owner of the Assigned Amount;

(b) This Agreement is a legal, valid and binding agreement of Assignor Lender, enforceable according to its terms;

(c) The execution and performance by Assignor Lender of its duties and obligations under this Agreement and the Loan Documents will not require any registration with, notice to or consent or approval by any Governmental Authority;

(d) Assignor Lender has full power and authority, and has taken all action necessary to execute and deliver this Agreement and to fulfill the obligations hereunder and to consummate the transactions contemplated hereby;

(e) Assignor Lender is the legal and beneficial owner of the interests being assigned hereby, free and clear of any adverse claim, lien, encumbrance, security interest, restriction on transfer, purchase option, call or similar right of a third party; and

(f) This Assignment by Assignor Lender to Assignee Lender is made in accordance with the terms of the Credit Agreement and complies, in all material respects, with the terms of the Loan documents.

4. LIMITATIONS OF LIABILITY

Neither Assignor Lender (except as provided in Section 3.2) nor any Agent makes any representations or warranties of any kind, nor assumes any responsibility or liability whatsoever, with regard to (a) the Loan Documents or any other document or instrument furnished pursuant thereto or the Loans, Letter of Credit Obligations or other Obligations, (b) the creation, validity, genuineness, enforceability, sufficiency, value or collectability of any of them, (c) the amount, value or existence of the Collateral, (d) the perfection or priority of any Lien upon the Collateral, or (e) the financial condition of the Borrower or any Credit Party, Guarantor or other obligor or the performance or observance by the Borrower or any Credit Party or Guarantor of its obligations under any of the Loan Documents. Neither Assignor Lender nor any Agent has or will have any duty, either initially or on a continuing basis, to make any investigation, evaluation, appraisal of, or any responsibility or liability with respect to the accuracy or completeness of, any information provided to Assignee Lender which has been provided to Assignor Lender or any Agent by the Borrower or any Credit Party, Guarantor or other obligor. Nothing in this Agreement or in the Loan Documents shall impose upon the Assignor Lender or any Agent any fiduciary relationship in respect of the Assignee Lender.

5. FAILURE TO ENFORCE

No failure or delay on the part of the any Agent or Assignor Lender in the exercise of any power, right or privilege hereunder or under any Loan Document will impair such power, right, or privilege or be construed to be a waiver of any default or acquiescence therein. No single or partial exercise of any such power, right or privilege will preclude further exercise thereof or of any other right, power or privilege. All rights and remedies existing under this Agreement are cumulative with, and not exclusive of, any rights or remedies otherwise available.

6. AMENDMENTS AND WAIVERS

No amendment, modification, termination or waiver of any provision of this Agreement will be effective without the written concurrence of Assignor Lender, Administrative Agent and Assignee Lender and in the case of Section 3.1 and Section 3.2 herein, consent of the Borrower, which shall not be unreasonably withheld.

7. SEVERABILITY

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Agreement is or is held to be invalid, illegal or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement. In addition, in the event any provision of or obligation under this Agreement is or is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations in any other jurisdictions will not in any way be affected or impaired thereby.

8. SECTION TITLES

Section and Subsection titles in this Agreement are included for convenience of reference only, do not constitute a part of this Agreement for any other purpose, and have no substantive effect.

9. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. ADDITIONAL DOCUMENTS

The Assignor Lender agrees to promptly execute, at the Borrower's expense, all further documents requested by the Assignee Lender at any time, including without limitation all UCC-3 assignments and all specific assignments and amendments, if any, to any of the Loan Documents and to promptly deliver all original stock certificates and other original Loan Documents in its possession, in each case as reasonably requested by the Assignee Lender from time to time to effect the assignment and delegation hereunder by the Assignor Lender of all of its rights and interests as Collateral Agent and Documentation Agent.

11. APPLICABLE LAW

THIS AGREEMENT WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE.

12. COUNTERPARTS

This Agreement and any amendments, waivers, consents or supplements may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument.

[Signature Page Follows]

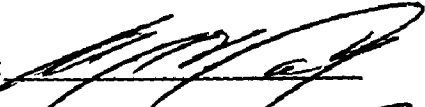
IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first written above.

Assignee Lender

Assignor Lender

BANK ONE, MICHIGAN

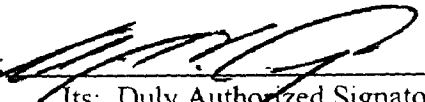
GENERAL ELECTRIC
CAPITAL CORPORATION
as a Lender, as Collateral
Agent and as Documentation
Agent

By: 
Title: First Vice President


By: _____
Title: _____

All of the above terms are acknowledged and agreed and consented to by each of the undersigned:


BANK ONE, MICHIGAN,
as Administrative Agent

By: 
Its: Duly Authorized Signatory

TRUCK LITE CO., INC.

By: 
Its: Duly Authorized Signatory

TRUCK LITE HOLDINGS CORP.

By: 
Its: Duly Authorized Signatory

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first written above.

Assignee Lender

BANK ONE, MICHIGAN

By: _____

Title: _____

Assignor Lender

GENERAL ELECTRIC
CAPITAL CORPORATION
as a Lender, as Collateral
Agent and as Documentation
Agent

By: [Signature]

Title: VP

All of the above terms are acknowledged and agreed and consented to by each of the undersigned:

BANK ONE, MICHIGAN,
as Administrative Agent

By: _____
Its: Duly Authorized Signatory

TRUCK LITE CO., INC.

By: _____
Its: Duly Authorized Signatory

TRUCK LITE HOLDINGS CORP.

By: _____
Its: Duly Authorized Signatory