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RECD

11-09-2000

HEET

MB No. 0651-0011 (rev. 4-94)

10:23:00



Tab settings

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To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy inhereof.

1. Name of conveying party(ies):

Oshkosh Truck Corporation

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Reaffirmation of Amendment Agreement
- Merger
- Change of Name

Execution Date: September 28, 2000

2. Name and address of receiving party(ies)

Name: Bank of America, N.A., as agent

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

Street Address: 231 S. LaSalle

City: Chicago State: IL ZIP: 60697

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designator is attached:  Yes  No

(Designations must be a separate document from assignment)

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: \_\_\_\_\_

1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath

Name of Person Signing

Signature

10/9/00

Date

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK REEL: 002171 FRAME: 0967

Continuation Item 4

	SERIAL NO.	FILING DATE	LAW FIRM
<del>Osht</del>	<del></del>	<del></del>	<del></del>
<del>Oshkosh &amp;</del>	<del></del>	<del></del>	<del>Baker</del>
<del>Oshkosh</del>	<del></del>	<del></del>	<del>Baker</del>
<del>Oshkosh</del>	<del></del>	<del></del>	<del></del>
<del>Oshkosh &amp; Denton</del>	<del></del>	<del></del>	<del></del>
<del>Oshkosh &amp;</del>	<del></del>	<del></del>	<del></del>
<del></del>	<del></del>	<del></del>	<del></del>

OSHKOSH TRUCK CORPORATION  
U.S. SERVICE MARK APPLICATIONS

SERVICEMARK	SERIAL NO.	FILING DATE	LAW FIRM
FAST	75/242890	2/18/97	OTC

REAFFIRMATION AND AMENDMENT AGREEMENT  
(SECURITY AGREEMENT)  
(PLEDGE AGREEMENT)  
(COPYRIGHT SECURITY AGREEMENT)  
(PATENT SECURITY AGREEMENT)  
(TRADEMARK SECURITY AGREEMENT)

This Reaffirmation and Amendment Agreement (this "Agreement") is dated as of September 28, 2000 and entered into by and between Oshkosh Truck Corporation (the "Borrower") and Bank of America, N.A. (f/k/a Bank of America National Trust and Savings Association; "BofA"), as agent (the "Agent").

WITNESSETH:

WHEREAS, the Borrower entered into that certain Credit Agreement dated as of February 26, 1998 (the "Prior Credit Agreement") with the financial institutions party thereto (the "Lenders") and the Agent;

WHEREAS, in connection with the execution and delivery of the Prior Credit Agreement, the Borrower and the Agent entered into the Security Agreement (the "Security Agreement"), the Pledge Agreement (the "Pledge Agreement"), the Copyright Security Agreement (the "Copyright Security Agreement"), the Patent Security Agreement (the "Patent Security Agreement") and the Trademark Security Agreement (the "Trademark Security Agreement" and together with the Copyright Security Agreement and the Patent Security Agreement, the "IP Security Agreements"), each dated as of February 26, 1998 (the IP Security Agreements, together with the Security Agreement and the Pledge Agreement are referred to herein as the "Amended Agreements");

WHEREAS, the Borrower, the Agent and the Lenders are entering into that certain Amended and Restated Credit Agreement of even date herewith (the "Credit Agreement");

WHEREAS, the Borrower executed certain Mortgages (as defined in the Prior Credit Agreement) and now the Borrower desires to amend a single provision of each of the Mortgages; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Credit Agreement, (a) the Borrower desires to reaffirm for the benefit of the Agent and the Lenders its obligations and covenants under the Amended Agreements and (b) the Borrower and the Agent desire to amend the Amended Agreements as herein set forth;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings attributed to such terms in the Credit Agreement.
2. Reaffirmation of Security Agreement. Notwithstanding the transactions contemplated by the Credit Agreement, the Borrower hereby fully and unconditionally reaffirms, ratifies and

confirms (i) in all respects each and every obligation and covenant made by it in the Security Agreement (as amended by this Agreement), which include, without limitation, the grant of Liens in all of the Borrower's interests in the Collateral owned by it as security for the payment and performance of the Secured Obligations (as defined in the Guaranty), (ii) that, after giving effect to this Agreement, all of its representations and warranties made in the Security Agreement remain true and correct as of the date of this Amendment (except to the extent that such representations or warranties are expressly made only as of another specific date), (iii) that the Security Agreement remains the legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms and that such obligation shall not be discharged by any modification, extension, renewal or amendment of the terms of the Prior Credit Agreement, the Credit Agreement or the other Loan Documents and (iv) that there are no defenses, counterclaims or set-offs to the Security Agreement or the Borrower's covenants, agreements, liabilities and obligations thereunder and that any such defenses, counterclaims or set-offs are hereby expressly waived. Subject to the terms and conditions of this Agreement, each party hereto agrees that effective as of the date hereof, as used in the Security Agreement and all related documents and agreements, each reference to "Credit Agreement" shall mean a reference to the Credit Agreement as the same is amended, supplemented, restated or otherwise modified from time to time.

3. Reaffirmation of Pledge Agreement. Notwithstanding the transactions contemplated by the Credit Agreement, the Borrower hereby fully and unconditionally reaffirms, ratifies and confirms (i) in all respects each and every obligation and covenant made by it in the Pledge Agreement (as amended by this Agreement), which include, without limitation, the pledge of certain shares of capital stock and promissory notes owned by it as security for the payment and performance of the Secured Obligations (as defined in the Guaranty), (ii) that, after giving effect to this Agreement, all of its representations and warranties made in the Pledge Agreement remain true and correct as of the date of this Amendment (except to the extent that such representations or warranties are expressly made only as of another specific date), (iii) that the Pledge Agreement remains the legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms and that such obligation shall not be discharged by any modification, extension, renewal or amendment of the terms of the Prior Credit Agreement, the Credit Agreement or the other Loan Documents and (iv) that there are no defenses, counterclaims or set-offs to the Pledge Agreement or the Borrower's covenants, agreements, liabilities and obligations thereunder and that any such defenses, counterclaims or set-offs are hereby expressly waived. Subject to the terms and conditions of this Agreement, each party hereto agrees that effective as of the date hereof, as used in the Pledge Agreement and all related documents and agreements, each reference to "Credit Agreement" shall mean a reference to the Credit Agreement as the same is amended, supplemented, restated or otherwise modified from time to time.

4. Reaffirmation of IP Security Agreements. Notwithstanding the transactions contemplated by the Credit Agreement, the Borrower hereby fully and unconditionally reaffirms, ratifies and confirms (i) in all respects each and every obligation and covenant made by it in the IP Security Agreements (each as amended by this Agreement), which include, without limitation, the grant of Liens in all of the Borrower's interests in the copyrights, patents and trademarks owned or licensed by it as security for the payment and performance of the Secured Obligations, (ii) that, after giving effect to this Agreement, all of its representations and warranties made in

the IP Security Agreements remain true and correct as of the date of this Amendment (except to the extent that such representations or warranties are expressly made only as of another specific date), (iii) that the IP Security Agreements remain the legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their respective terms and that such obligations shall not be discharged by any modification, extension, renewal or amendment of the terms of the Prior Credit Agreement, the Credit Agreement or the other Loan Documents and (iv) that there are no defenses, counterclaims or set-offs to the IP Security Agreements or the Borrower's covenants, agreements, liabilities and obligations thereunder and that any such defenses, counterclaims or set-offs are hereby expressly waived. Subject to the terms and conditions of this Agreement, each party hereto agrees that effective as of the date hereof, as used in the IP Security Agreements and all related documents and agreements, each reference to "Credit Agreement" shall mean a reference to the Credit Agreement as the same is amended, supplemented, restated or otherwise modified from time to time.

5. Amendments to Security Agreement. (a) The Recitals to the Security Agreement are hereby amended by deleting Recital A in its entirety and replacing it with the following:

A. Pursuant to the Credit Agreement dated as of the date hereof and amended and restated as of September 28, 2000 among the Company, the financial institutions from time to time party thereto (the "Lenders") and the Agent (as further amended, supplemented, restated or modified from time to time, the "Credit Agreement"), the Lenders have agreed to extend certain credit to the Company.

(b) Section 7(c)(i) of the Security Agreement is hereby amended as follows:

(i) by deleting the amount "\$1,500,000" found in subsection (i) and replacing it with "\$5,000,000";

(ii) by deleting the word "and" immediately preceding subsection "(y)" in the first clause of subsection (i) and replacing it with a comma; and

(iii) by inserting the phrase "and (z) Equipment which is located outside the territorial limits of the United States with an aggregate fair market value not in excess of \$35,000,000," in place of the comma found after the phrase "and other Guarantors)" in subsection (i).

(c) Schedules A, B and C to the Security Agreement are hereby amended by being deleted in their entirety and replaced with Schedules A, B and C attached hereto.

6. Amendments to Pledge Agreement. (a) The Recitals to the Pledge Agreement are hereby amended by deleting Recital A in its entirety and replacing it with the following:

A. Pursuant to the Credit Agreement dated as of the date hereof and amended and restated as of September 28, 2000 among the Pledgor, the financial institutions from time to time party thereto (the "Lenders") and the Agent (as further amended, supplemented, restated or modified from time to time, the "Credit Agreement"), the Lenders have agreed to extend certain credit to the Pledgor.

(b) Section 2(iv) of the Pledge Agreement is hereby amended as follows:

(i) by deleting the amount "\$1,000,000" found in such subsection and replacing it with "\$5,000,000".

(ii) by deleting the amount "\$7,500,000" found in such subsection and replacing it with "\$15,000,000"

7. Amendments to Copyright Security Agreement. (a) The Recitals to the Copyright Security Agreement are hereby amended by deleting Recital A in its entirety and replacing it with the following:

A. Pursuant to the Credit Agreement dated as of the date hereof and amended and restated as of September 28, 2000 among the Debtor, the financial institutions from time to time party thereto (the "Lenders") and the Agent (as further amended, supplemented, restated or modified from time to time, the "Credit Agreement"), the Lenders have agreed to extend certain credit to the Debtor.

(b) Section 4.4 of the Copyright Security Agreement is hereby amended by inserting the following sentence at the end of such section:

"Delivery of existing Certificates of Registration and/or registration numbers, as applicable, shall be made on the date hereof and delivery of Certificates of Registration and/or registration numbers, as applicable, received after the date hereof shall be made within 105 days after the end of each fiscal year."

(c) Section 7.5 of the Copyright Security Agreement is hereby amended by inserting the following language immediately prior to the end of such section:

"provided, however, that the Debtor may grant non-exclusive licenses of copyrights without the authorization or consent (written or otherwise) of the Agent or the Secured Creditors"

8. Amendments to Patent Security Agreement. (a) The Recitals to the Patent Security Agreement are hereby amended by deleting Recital A in its entirety and replacing it with the following:

A. Pursuant to the Credit Agreement dated as of the date hereof and amended and restated as of September 28, 2000 among the Debtor, the financial institutions from time to time party thereto (the "Lenders") and the Agent (as further amended, supplemented, restated or modified from time to time, the "Credit Agreement"), the Lenders have agreed to extend certain credit to the Debtor.

(b) Section 4.4 of the Patent Security Agreement is hereby amended by inserting the following sentence at the end of such section:

"Delivery of existing Certificates of Registration and/or registration numbers, as applicable, shall be made on the date hereof and delivery of Certificates of Registration and/or

registration numbers, as applicable, received after the date hereof shall be made within 105 days after the end of each fiscal year."

(c) Section 7.5 of the Patent Security Agreement is hereby amended by inserting the following language immediately prior to the end of such section:

"provided, however, that the Debtor may grant non-exclusive licenses of patents without the authorization or consent (written or otherwise) of the Agent or the Secured Creditors"

9. Amendments to Trademark Security Agreement. (a) The Recitals to the Trademark Security Agreement are hereby amended by deleting Recital A in its entirety and replacing it with the following:

A. Pursuant to the Credit Agreement dated as of the date hereof and amended and restated as of September 28, 2000 among the Debtor, the financial institutions from time to time party thereto (the "Lenders") and the Agent (as further amended, supplemented, restated or modified from time to time, the "Credit Agreement"), the Lenders have agreed to extend certain credit to the Debtor.

(b) Section 4.4 of the Trademark Security Agreement is hereby amended by inserting the following sentence at the end of such section:

"Delivery of existing Certificates of Registration and/or registration numbers, as applicable, shall be made on the date hereof and delivery of Certificates of Registration and/or registration numbers, as applicable, received after the date hereof shall be made within 105 days after the end of each fiscal year."

(c) Section 7.5 of the Trademark Security Agreement is hereby amended by inserting the following language immediately prior to the end of such section:

"provided, however, that the Debtor may grant non-exclusive licenses of trademarks without the authorization or consent (written or otherwise) of the Agent or the Secured Creditors"

10. Amendments to Mortgages. Section 3.04(c) of each of the Mortgages is hereby amended by deleting the amount "\$750,000" found in each such Mortgage, and replacing it with "\$5,000,000".

11. Reference to and Effect on the Amended Agreements.

11.1 Upon the effectiveness of this Agreement, on or after the date hereof each reference in the Amended Agreements to "this Agreement," "hereunder," "hereof," "herein" or words of like import and each reference to the applicable Amended Agreement in each Loan Document shall mean and be a reference to the applicable Amended Agreement as amended hereby.

11.2 The execution, delivery and effectiveness of this Agreement shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Agent under the Security Agreement.

12. CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

13. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.



IN WITNESS WHEREOF, duly authorized officers of the parties hereto have executed this Agreement as of the date first above written.

BANK OF AMERICA, N.A., as Agent

By: \_\_\_\_\_

Title: \_\_\_\_\_

OSHKOSH TRUCK CORPORATION

By: Scott M. Mey

Title: Vice President and Treasurer

IN WITNESS WHEREOF, duly authorized officers of the parties hereto have executed this Agreement as of the date first above written.

BANK OF AMERICA, N.A., as Agent

By: David A. Johanson

Title: David A. Johanson  
Vice President

OSHKOSH TRUCK CORPORATION

By: \_\_\_\_\_

Title: \_\_\_\_\_



Serial No.	Patent No.	Filing Date	Date Issued	Law Firm
[Redacted]	[Redacted]	[Redacted]	[Redacted]	Baker
[Redacted]	[Redacted]	[Redacted]	[Redacted]	Baker
[Redacted]	[Redacted]	[Redacted]	[Redacted]	Foley
[Redacted]	[Redacted]	[Redacted]	[Redacted]	Foley
[Redacted]	[Redacted]	[Redacted]	[Redacted]	Foley
[Redacted]	[Redacted]	[Redacted]	[Redacted]	Baker
[Redacted]	[Redacted]	[Redacted]	[Redacted]	Foley
[Redacted]	[Redacted]	[Redacted]	[Redacted]	Foley
[Redacted]	[Redacted]	[Redacted]	[Redacted]	Foley

OSHKOSH TRUCK CORPORATION  
U.S. PATENTS APPLICATIONS

PATENT NAME	SERIAL NO.	FILING DATE	LAW FIRM
Anti-Sway Bar Assembly		8/4/00	Baker
Control System and Method for a Snow Removal Vehicle	09/564,763	5/4/00	Foley
Equipment Service Vehicle Having On-Board Diagnostic System	09/500,506	2/9/00	Foley
Front Discharge Concrete Vehicle Cab Enclosure	09/274,895	3/23/99	Foley
Independent Suspensions	09/232,596	1/19/99	Baker
Lubrication System for a Gear Box	09/510,547	2/22/00	Foley
Military Vehicle Having Cooperative Control Network with Distributed I/O Interfacing	09/384,393	8/27/99	Foley

OSHKOSH TRUCK CORPORATION  
FOR PROVISIONAL REGISTRATION

	SERIAL NO.	FILING DATE	LAW FIRM
<del>Oshkosh</del>	<del>99500</del>	<del>12/01/05</del>	<del>Baker</del>
<del>Oshkosh</del>	<del>99500</del>	<del>12/01/05</del>	<del>Baker</del>
<del>Oshkosh</del>	<del>99500</del>	<del>12/01/05</del>	<del>Baker</del>
<del>Oshkosh</del>	<del>99500</del>	<del>12/01/05</del>	<del>Baker</del>
<del>Oshkosh</del>	<del>99500</del>	<del>12/01/05</del>	<del>Baker</del>

OSHKOSH TRUCK CORPORATION  
U.S. SERVICE MARK APPLICATIONS

SERVICEMARK	SERIAL NO.	FILING DATE	LAW FIRM
FAST	75/242890	2/18/97	OTC