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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **Tenneco Automotive Operating Company Inc.**

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

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

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

Name: **The Chase Manhattan Bank, as Administrative Agent**

Internal Address: _____

Street Address: **P.O. Box 2558**

City: **Houston** State: **TX** ZIP: **77252**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other **New York banking corporation**

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

(Designation must be a separate document from Assignment)

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: **June 25, 2001**

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

A. Trademark Application No.(s) **76/195,972 ; 76/114,385
76/158,162 ; 76/059,225
76/236,170 ; 76/231,018**

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: **Lori E. Lesser, Esq.**

Internal Address: **Simpson Thacher & Bartlett**

Street Address: **425 Lexington Avenue**

City: **New York** State: **New York** ZIP: **10017**

6. Total number of applications and registrations involved: **6**

7. Total fee (37 CFR 3.41): \$165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

9. Statement and signature.

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

Lori E. Lesser, Esq.

Name of Person Signing

Signature

8/3/01

Date

08/13/2001 ANNED1 00000181 76195972

Total number of pages comprising cover sheet: **5**

01 FC:481
02 FC:482

40.00 DP
125.00 DP

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

**TRADEMARK
REEL: 002347 FRAME: 0523**

**CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of June 25, 2001, is made by Tenneco Automotive Operating Company Inc., a Delaware corporation formerly known as Tenneco Automotive Inc. (the "Obligor"), in favor of The Chase Manhattan Bank, a New York banking corporation, as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of September 30, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Tenneco Automotive Inc., a Delaware corporation formerly known as Tenneco Inc. and parent of Obligor (the "Borrower"), the Lenders, the Administrative Agent, Commerzbank and Bank of America, N.A., as co-documentation agents ("Co-Documentation Agents"), and Citicorp USA, Inc., as syndication agent ("Syndication Agent").

W I T N E S S E T H:

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

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other entities related to the Borrower (the "Other Obligors") have executed and delivered a Guarantee and Collateral Agreement, dated as of November 4, 1999, in favor of Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Obligor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks, whether now owned or hereafter acquired by the Obligor;

WHEREAS, after execution of the Credit Agreement, additional Trademarks (including those set forth on Schedule A hereto) have been acquired by the Obligor and/or the Other Obligors; and

WHEREAS, pursuant to the foregoing, Obligor has duly authorized the execution, delivery and performance of this Conditional Assignment;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Obligor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and

recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Conditional Assignment and Grant of Security Interest. Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks listed on Schedule A hereto, to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by Obligor for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TENNECO AUTOMOTIVE OPERATING COMPANY
INC.

By: 

Name: Timothy R. Donovan

Title: Senior Vice President and General Counsel

THE CHASE MANHATTAN BANK
as Administrative Agent for the Lenders

By: 

Name:

Title:

JULIE S. LONG
VICE PRESIDENT

STATE OF Illinois)
) ss
COUNTY OF Lake)

On the 16 day of July, 2001, before me personally came Timothy R. Donovan, who is personally known to me to be the Sr. V.P. & Gen. Counsel of Tenneco Automotive Operating Company Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Sr. V.P. & Gen. Counsel in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Victoria L. King
Notary Public OFFICIAL SEAL
VICTORIA L KING
Notary Public, State of Illinois
My Commission Expires 7-26-03

(PLACE STAMP AND SEAL ABOVE)