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RE 01-02-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

102325209

1. Name of conveying party(ies): Accubuilt, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Heller Financial, Inc. Internal Address: Street Address: 500 West Monroe Street City: Chicago State: IL Zip: 60661 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Delaware [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [x] Other Corrective Security Agreement on * Execution Date: 08/15/2000

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See Attached B. Trademark Registration No.(s) See Attached Additional number(s) attached [x] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Deneen Sanders, Paralegal Internal Address: Goldberg, Kohn, et. al. Street Address: 55 East Monroe Street Suite 3700 City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved: 14 7. Total fee (37 CFR 3.41) \$ 365.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: FEE PAID

DO NOT USE THIS SPACE

9. Signature. *Reel 1535 Frame 0392 to add additional trademark numbers Deneen Sanders Name of Person Signing [Signature] Signature December 6, 2002 Date Total number of pages including cover sheet, attachments, and document: 8

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

TRADEMARK REEL: 002589 FRAME: 0537

Continuation of Part 4.

TRADEMARKS

Mark	Reg. No.	Reg. Date
Accubuilt	2564320	April 23, 2002
Accubuilt & Design	2559888	April 9, 2002
Accubuilt & Design	2603571	August 6, 2002
S&S Coach Company	2023976	December 17, 1996
S&S Masterpiece	2023975	December 17, 1996
SC & Design	2023818	December 17, 1996
Superior & Design	2154477	May 5, 1998
Superior Coaches	2110322	November 4, 1997
Statesman	2131835	January 27, 1998
Crown Sovereign	2025571	December 24, 1996
S&S & Design	2023817	December 17, 1996
Vartanian Industries, Incorporated & Design	2112043	November 11, 1997

TRADEMARK APPLICATIONS

Mark	Reg. No.	Reg. Date
E & Design	76/332466	October 30, 2001
Eureka	76/329637	October 24, 2001

**SUPPLEMENT TO ASSIGNMENT FOR SECURITY OF PATENTS,
TRADEMARKS AND COPYRIGHTS**

THIS SUPPLEMENT TO ASSIGNMENT FOR SECURITY OF PATENTS, TRADEMARKS AND COPYRIGHTS (the "**Supplement**") made as of this 15th day of August, 2002, by Accubuilt, Inc., formerly known as Superior of Ohio, Inc., a Delaware limited liability company ("**Assignor**"), in favor of Heller Financial, Inc. ("**Lender**").

W I T N E S S E T H

WHEREAS, Assignor and Lender entered into that certain Credit Agreement dated as of October 31, 1996 (as the same has been and may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), which Credit Agreement provides for Lender to, from time to time, extend credit to or for the account of Assignor;

WHEREAS, in connection with the execution of the Credit Agreement, Assignor executed and delivered to Lender that certain Assignment for Security of Patents, Trademarks and Copyrights dated as of October 31, 1996 (as amended, supplemented or otherwise modified from time to time, the "**Intellectual Property Mortgage**"), recorded in the Patent and Trademark Office on February 11, 1997, at Reel 1535, Frame 0392;

WHEREAS, Assignor desires to amend Schedule A and Schedule C to the Intellectual Property Mortgage;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Incorporation. The Intellectual Property Mortgage and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Credit Agreement.
2. Amendment. Assignor and Lender hereby agree that (a) Schedule A to the Intellectual Property Mortgage is hereby amended by adding thereto the federally registered patents and patent applications listed on Schedule A hereto and (b) Schedule C to the Intellectual Property Mortgage is hereby amended by adding thereto the federally registered trademarks and trademark applications listed on Schedule C hereto.
3. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Assignor hereby grants to Lender and hereby reaffirms its prior grant pursuant to the Intellectual Property Mortgage of, a continuing security interest in Assignor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising Trademarks, Patents and Copyrights (as each such term is defined in the Intellectual Property Mortgage after giving effect to the amendments and other modifications contemplated by this Supplement).
4. Binding Effect; Benefits. This Supplement shall be binding upon Assignor and its successors and assigns, and shall inure to the benefit of Lender, its successors, nominees

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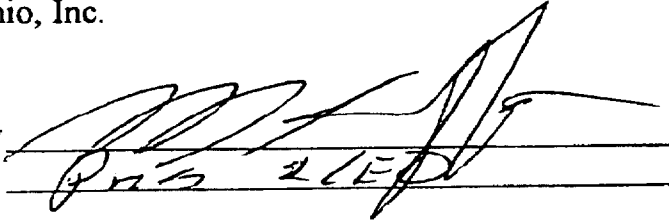
and assigns. Except as expressly modified hereby, the Intellectual Property Mortgage remains in full force and effect. Assignor hereby reaffirms its obligations under the Intellectual Property Mortgage, as modified by this Supplement.

5. APPLICABLE LAW; SEVERABILITY. THIS SUPPLEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS SUPPLEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS SUPPLEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS SUPPLEMENT.

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

ACCUBUILT, INC., formerly known as Superior of Ohio, Inc.

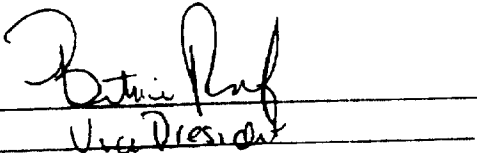
By
Its



Agreed and Accepted
As of the Date First Written Above

HELLER FINANCIAL, INC.

By
Its



UNREGISTERED MARKS

Chancellor
Car Craft
Crown
Diplomat
Statesman

TRADE NAMES

S&S Coach Company
Superior Coaches

LICENSES

1. License, dated January 6, 1981, between Sheller-Globe Corporation, as Licensor, and Earnhart, Inc., as Licensee, for the use of the trademark "SUPERIOR," including the mark as shown in United States Trademark Registration No. 570,523 registered on February 17, 1953 and United States Trademark Application Serial No. 220,666 (subsequently registered on August 4, 1981 as United States Trademark Registration No. 1,163,626) (the "Licensed Mark") in the funeral coaches business, as assigned to E.P. Dutton, Inc., as Licensee, pursuant to an Assignment Agreement, dated as of October 13, 1982. On March 11, 1985, Maple Tor Industries, Inc. (successor by change-of-name to E.P. Dutton) assigned the license to Northeast Ohio Axle, Inc. (successor to E.P. Dutton, Inc.). On June 2, 1987, NEOAX, Inc. (Ohio) (successor by change-of-name to Northeast Ohio Axle, Inc.) was merged with NEOAX, Inc. (Del.) Pursuant to an Assignment Agreement, dated as of February 23, 1989, NEOAX, Inc. (Del.) assigned the license to ErstMark Transportation Group, Inc. ErstMark Transportation Group, Inc. was merged with and into Superior of Ohio, Inc. on May 3, 1989.