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To the Honorable Commissioner of Pat

102415455

ached original documents or copy thereof.

Name of conveying party(ies):

TRA/CTECH, INC.

FINANCE SECTION

47.03

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

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

Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Guarantee & Collateral Agreement

Execution Date: March 7, 2003

2. Name and address of receiving party(ies)

Name: Madison Capital Funding LLC, as agent

Internal Address: _____

Street Address: 303 W. Madison

City: Chicago State: IL ZIP: 60606

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware LLC
- 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) & addresses attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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: _____

16

7. Total fee (37 CFR 3.41).....\$ 415.00

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)

04/09/2003 BT0N11 00000038 2304427

DO NOT USE THIS SPACE

01 FC:0521 40.00 OP
02 FC:0522 375.00 OP

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]
Signature

3/31/03
Date

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

CONTINUATION
Item 4

Grantor	Patent Number	Patent Application Number	Date Patent Issued	Date Patent Applied
Tractech, Inc. Per page 4/25 Laubscher 2/28/03 fax		Japan 291118/97		10/23/97
Tractech, Inc. Per page 4/25 Laubscher 2/28/03 fax		Japan H10-330297		11/20/98
Tractech, Inc. Per page 4/25 Laubscher 2/28/03 fax		Japan 108523/97		4/25/97
Tractech, Inc. Per page 4/25 Laubscher 2/28/03 fax		Japan 323045/97		11/25/97
Tractech, Inc. Per page 4/25 Laubscher 2/28/03 fax		Japan 2002-519817		9/18/01
Tractech, Inc. Per page 4/25 Laubscher 2/28/03 fax		Mexico PAa200/007826		8/2/01
Tractech, Inc. Per page 4/25 Laubscher 2/28/03 fax		Mexico 010248		10/19/00
Tractech, Inc. Per page 4/25 Laubscher 2/28/03 fax		Mexico 009274		9/22/00
Tractech, Inc.		Patent Cooperation Treaty PCT/US01/00671		1/30/01
Tractech, Inc. Per page 5/25 Laubscher 2/28/03 fax		S. Korea 9694/2001		2/26/01
Tractech, Inc.		Sweden EP0838612		7/24/02
Tractech, Inc.		Sweden EP0849501		2/27/02

B. Trademarks and Trademark Licenses

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Tractech, Inc.	DETROIT C-LOCKER U.S.		2,304,427		12/28/99

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Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Tractech, Inc.	DETROIT E-LOCKER U.S.	76/406,613		5/13/02	
Tractech, Inc.	DETROIT ELECTRAC U.S.		2,557,336		4/2/02
Tractech, Inc.	DETROIT ELECTRAC & DEVICE U.S.		2,560,365		4/9/02
Tractech, Inc.	DESIGN (FOR DETROIT ELECTRAC) U.S.		2,560,675		4/9/02
Tractech, Inc.	DETROIT E-Z LOCKER U.S.		2,300,202		12/14/99
Tractech, Inc.	DETROIT GEARLESS LOCKER U.S.		2,269,934		8/10/99
Tractech, Inc.	DETROIT LSD U.S.		2,347,747		5/2/00
Tractech, Inc.	DETROIT LSD Europe		502039		5/18/99
Tractech, Inc.	DETROIT LOCKER U.S.		941,379		8/22/72
Tractech, Inc.	DETROIT LOCKER Australia		646,669		3/20/97
Tractech, Inc. Per page 10/25 Laubscher 2/28/03 fax	DETROIT LOCKER Brazil Pending	818765054		9/11/95	
Tractech, Inc.	DETROIT LOCKER Canada		458,057		5/24/96

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Tractech, Inc.	DETROIT LOCKER Europe		112,474		5/19/98
Tractech, Inc.	DETROIT LOCKER France		9454612		11/24/94
Tractech, Inc.	DETROIT LOCKER Germany		39403126		June 12, 1995
Tractech, Inc.	DETROIT LOCKER Great Britain		2003726		Nov. 24, 1994
Tractech, Inc.	DETROIT LOCKER Japan		4165483		July 10, 1998
Tractech, Inc.	DETROIT LOCKER Mexico		497104		Jan. 4, 1995
Tractech, Inc.	DETROIT LOCKER So. Africa		94/12853		11/23/94
	DETROIT LOCKER So. Korea		426,933		10/27/98
Tractech, Inc.	DETROIT LOCKER Taiwan		708832		4/1/96
Tractech, Inc.	DETROIT TRUETRAC U.S.		1,808,433		11/03/93
Tractech, Inc.	MERCURY U.S.		1,531,639		3/28/89
Tractech, Inc.	MERCURY Canada		399583		6/26/92
Tractech, Inc.	MERCURY Euro Comm.		112557		10/14/99
Tractech, Inc.	NOSPIN U.S.		573,267		4/14/53
Tractech, Inc.	NOSPIN Brazil		815738900		4/7/92
Tractech, Inc.	NOSPIN China		711,669		10/21/94

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12

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration	
Tractech, Inc.	NOSPIN Europe		112,607		5/19/98	
Tractech, Inc.	NOSPIN France		1,485,142		9/19/86	
Tractech, Inc.	NOSPIN Germany		1189526		5/26/89	
Tractech, Inc.	NOSPIN Italy		606,526		10/22/93	
Tractech, Inc.	NOSPIN Japan		796,900		11/7/68	
Tractech, Inc.	NOSPIN Mexico		441,162		9/3/93	
Tractech, Inc.	NOSPIN So Africa		93/3533		5/4/93	
13 14 15 16	Tractech, Inc.	SOFLOCKER U.S.		2,289,582		10/26/99
	Tractech, Inc.	SURETRAC U.S.		2,203,391		11/17/98
	Tractech, Inc.	TANDEM-LOCK Japan		1826220		12/25/95
	Tractech, Inc.	TRACTECH U.S.		2,424,428		1/30/01
	Tractech, Inc.	TRUE-TRAC U.S.		990,100		8/6/74
	Tractech, Inc.	TRUETRAC Australia		736357		6/10/97
	Tractech, Inc.	TRUE-TRAC Brazil		815 738 943		4/7/92
	Tractech, Inc.	TRUETRAC (& DESIGN) Canada		413,851		6/5/93
	Tractech, Inc.	TRUETRAC China		711,668		10/21/94
	Tractech, Inc.	TRUE TRAC Euro		112,508		4/22/99
	Tractech, Inc.	TRUE-TRAC France		1,610,152		6/8/90

2



GUARANTEE AND COLLATERAL AGREEMENT

dated as of March 7, 2003

among

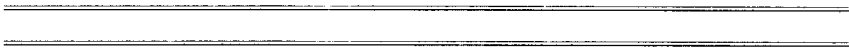
TRACTECH, INC.,

and

THE OTHER PARTIES HERETO,
as Grantors,

and

MADISON CAPITAL FUNDING LLC,
as Agent



GUARANTEE AND COLLATERAL AGREEMENT

Guarantee and Collateral Agreement, dated as of March 7, 2003 (this "Agreement"), made by each signatory hereto (together with any other Person that becomes a party hereto as provided herein, "Grantors"), in favor of Madison Capital Funding LLC, as Agent for all Lenders party to the Credit Agreement (as hereafter defined).

Lenders have severally agreed to extend credit to Borrowers pursuant to the Credit Agreement. Borrowers are affiliated with each other Grantor. The proceeds of credit extended under the Credit Agreement will be used in part to enable Borrowers to make valuable transfers to Grantors in connection with the operation of their respective businesses. Borrowers and the other Grantors are engaged in interrelated businesses, and each Grantor will derive substantial direct and indirect benefit from extensions of credit under the Credit Agreement. It is a condition precedent to each Lender's obligation to extend credit under the Credit Agreement that Grantors shall have executed and delivered this Agreement to Agent for the ratable benefit of all Lenders.

In consideration of the premises and to induce Agent and Lenders to enter into the Credit Agreement and to induce Lenders to extend credit thereunder, each Grantor hereby agrees with Agent, for the ratable benefit of Lenders, as follows:

Section 1 Definitions.

1.1 Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and the following terms are used herein as defined in the UCC: Accounts, Certificated Security, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, Equipment, Farm Products, Instruments, Inventory, Letter-of-Credit Rights and Supporting Obligations.

1.2 When used herein the following terms shall have the following meanings:

Assigned Agreement means the Stock Purchase Agreement.

Agreement has the meaning set forth in the preamble hereto.

Borrower Obligations means all Obligations of the Borrowers.

Collateral means (a) all of the personal property now owned or at any time hereafter acquired by any Grantor or in which any Grantor now has or at any time in the future may acquire any right, title or interest, including all of each Grantor's Accounts, Chattel Paper, Deposit Accounts, Documents, Equipment, Fixtures, General Intangibles, Instruments, Intellectual Property, Inventory, Investment Property, Letter-of-Credit Rights, Supporting Obligations and Identified Claims, (b) all books and records pertaining to any of the foregoing, (c) all Proceeds and products of any of the foregoing, (d) all Contract Rights and (e) all collateral security and guarantees given by any Person with respect to any of the foregoing. Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor's Collateral or the relevant part thereof.

Contract Rights means all of the Grantors' rights and remedies with respect to the Assigned Agreement.

Copyrights means all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or

unpublished, including those listed on Schedule 5, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office, and the right to obtain all renewals of any of the foregoing.

Copyright Licenses means all written agreements naming any Grantor as licensor or licensee, including those listed on Schedule 5, granting any right under any Copyright, including the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

Credit Agreement means the Credit Agreement of even date herewith among the Borrowers, the Lenders and the Agent, as amended, supplemented, restated or otherwise modified from time to time.

Fixtures means all of the following, whether now owned or hereafter acquired by a Grantor: plant fixtures; business fixtures; other fixtures and storage facilities, wherever located; and all additions and accessories thereto and replacements therefor.

General Intangibles means all "general intangibles" as such term is defined in Section 9-106 of the UCC and, in any event, including with respect to any Grantor, all contracts (including all Assigned Agreements and Seller Undertakings), agreements, instruments and indentures in any form, and portions thereof, to which such Grantor is a party or under which such Grantor has any right, title or interest or to which such Grantor or any property of such Grantor is subject, as the same from time to time may be amended, supplemented or otherwise modified, including, without limitation, (a) all rights of such Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (b) all rights of such Grantor to damages arising thereunder and (c) all rights of such Grantor to perform and to exercise all remedies thereunder; provided, that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Grantor of a security interest pursuant to this Agreement in any Receivable or any money or other amounts due or to become due under any such contract, agreement, instrument or indenture.

Governmental Authority means any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, or any court, in each case whether of the United States of America or foreign.

Guarantor Obligations means, collectively, with respect to each Guarantor, all of such Guarantor's Obligations.

Guarantors means the collective reference to each Grantor other than the Borrowers.

Identified Claims means the Commercial Tort Claims from time to time described on Schedule 7.

Intellectual Property means the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

Intercompany Note means any promissory note evidencing loans made by any Grantor to any other Grantor.

Investment Property means the collective reference to (a) all "investment property" as such term is defined in Section 9-115 of the UCC (other than the equity interest of any foreign Subsidiary excluded

from the definition of Pledged Equity) and (b) whether or not constituting "investment property" as so defined, all Pledged Notes and all Pledged Equity.

Issuers means the collective reference to each issuer of any Investment Property.

Patents means (a) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including any of the foregoing referred to in Schedule 5, (b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including any of the foregoing referred to in Schedule 5, and (c) all rights to obtain any reissues or extensions of the foregoing.

Patent Licenses means all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including any of the foregoing referred to in Schedule 5.

Pledged Equity means the equity interests listed on Schedule 1, together with any other equity interests, certificates, options or rights of any nature whatsoever in respect of the equity interests of any Person that may be issued or granted to, or held by, any Grantor while this Agreement is in effect; provided that in no event shall more than 65% of the total outstanding equity interests of any foreign Subsidiary be required to be pledged hereunder.

Pledged Notes means all promissory notes listed on Schedule 1, all Intercompany Notes at any time issued to any Grantor and all other promissory notes issued to or held by any Grantor (other than promissory notes issued in connection with extensions of trade credit by any Grantor in the ordinary course of business).

Proceeds means all "proceeds" as such term is defined in Section 9-306(1) of the UCC and, in any event, shall include all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

Receivable means any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including any Accounts).

Secured Obligations means, collectively, the Borrower Obligations and Guarantor Obligations.

Securities Act means the Securities Act of 1933, as amended.

Seller Undertakings means, collectively, all representations, warranties, covenants and agreements in favor of any Grantor, and all indemnifications for the benefit of any Grantor relating thereto, pursuant to the Assigned Agreements.

Trademarks means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule 5, and (b) the right to obtain all renewals thereof.

Trademark Licenses means, collectively, each agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including any of the foregoing referred to in Schedule 5.

UCC means the Uniform Commercial Code as in effect on the date hereof and from time to time in the State of Illinois, provided that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the security interests in any Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect on or after the date hereof in any other jurisdiction, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy.

Section 2 Guarantee.

2.1 Guarantee. (a) Each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably, as a primary obligor and not only a surety, guarantees to the Agent, for the ratable benefit of the Lenders and their respective successors, indorsees, transferees and assigns, the prompt and complete payment and performance by each Borrower when due (whether at the stated maturity, by acceleration or otherwise) of its Obligations.

(b) Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum liability of each Guarantor hereunder and under the other Loan Documents shall in no event exceed the amount which can be guaranteed by such Guarantor under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 2.2).

(c) Each Guarantor agrees that the Secured Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantee contained in this Section 2 or affecting the rights and remedies of the Agent or any Lender hereunder.

(d) The guarantee contained in this Section 2 shall remain in full force and effect until all of the Secured Obligations shall have been satisfied by payment in full, no Letter of Credit shall be outstanding and the Commitments shall be terminated.

(e) No payment made by any of the Borrowers, any of the Guarantors, any other guarantor or any other Person or received or collected by the Agent or any Lender from any of the Borrowers, any of the Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Secured Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Secured Obligations or any payment received or collected from such Guarantor in respect of the Secured Obligations), remain liable for the Secured Obligations up to the maximum liability of such Guarantor hereunder until the Secured Obligations are paid in full, no Letter of Credit shall be outstanding and the Commitments are terminated.

2.2 Right of Contribution. Each Guarantor hereby agrees that to the extent that a Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder which has not paid its proportionate share of such payment. Each Guarantor's right of contribution shall be subject to the terms and conditions of Section 2.3. The provisions of this Section 2.2

shall in no respect limit the obligations and liabilities of any Guarantor to the Agent and the Lenders, and each Guarantor shall remain liable to the Agent and the Lenders for the full amount guaranteed by such Guarantor hereunder.

2.3 No Subrogation. Notwithstanding any payment made by any Guarantor hereunder or any set-off or application of funds of any Guarantor by the Agent or any Lender, no Guarantor shall be entitled to be subrogated to any of the rights of the Agent or any Lender against any Borrower or any other Guarantor or any collateral security or guarantee or right of offset held by the Agent or any Lender for the payment of the Secured Obligations, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from any Borrower or any other Guarantor in respect of payments made by such Guarantor hereunder, until all of the Secured Obligations are paid in full, no Letter of Credit shall be outstanding and the Commitments are terminated. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time when all of the Secured Obligations shall not have been paid in full, such amount shall be held by such Guarantor in trust for the Agent and the Lenders, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the Agent in the exact form received by such Guarantor (duly indorsed by such Guarantor to the Agent, if required), to be applied against the Secured Obligations, whether matured or unmatured, in such order as the Agent may determine.

2.4 Amendments, etc. with respect to the Secured Obligations. Each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, any demand for payment of any of the Secured Obligations made by the Agent or any Lender may be rescinded by the Agent or such Lender and any of the Secured Obligations continued, and the Secured Obligations, or the liability of any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Agent or any Lender, and the Credit Agreement and the other Loan Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Agent (or the Required Lenders or all Lenders, as the case may be) may deem advisable from time to time, and any collateral security, guarantee or right of offset at any time held by the Agent or any Lender for the payment of the Secured Obligations may be sold, exchanged, waived, surrendered or released. Neither the Agent nor any Lender shall have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Secured Obligations or for the guarantee contained in this Section 2 or any property subject thereto.

2.5 Guarantee Absolute and Unconditional. Each Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Secured Obligations and notice of or proof of reliance by the Agent or any Lender upon the guarantee contained in this Section 2 or acceptance of the guarantee contained in this Section 2; the Secured Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this Section 2, and all dealings between any of the Borrowers and any of the Guarantors, on the one hand, and the Agent and the Lenders, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Section 2. Each Guarantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon any of the Borrowers or any of the Guarantors with respect to the Secured Obligations. Each Guarantor understands and agrees that the guarantee contained in this Section 2 shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (a) the validity or enforceability of the Credit Agreement or any other Loan Document, any of the Secured Obligations or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the Agent or any Lender, (b) any defense, set-off

or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by any of the Borrowers or any other Person against the Agent or any Lender, or (c) any other circumstance whatsoever (with or without notice to or knowledge of any of the Borrowers or such Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of any of the Borrowers for the Secured Obligations, or of such Guarantor under the guarantee contained in this Section 2, in bankruptcy or in any other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, the Agent or any Lender may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against any Borrower, any other Guarantor or any other Person or against any collateral security or guarantee for the Secured Obligations or any right of offset with respect thereto, and any failure by the Agent or any Lender to make any such demand, to pursue such other rights or remedies or to collect any payments from any Borrower, any other Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of any Borrower, any other Guarantor or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Agent or any Lender against any Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

2.6 Reinstatement. The guarantee contained in this Section 2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Secured Obligations is rescinded or must otherwise be restored or returned by the Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, any Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

2.7 Payments. Each Guarantor hereby guarantees that payments hereunder will be paid to the Agent without set-off or counterclaim in Dollars at the office of the Agent specified in the Credit Agreement.

Section 3 Grant of Security Interest.

3.1 Grant Clause. Each Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the ratable benefit of the Lenders and (to the extent provided herein) their Affiliates, a security interest in all of its Collateral, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations.

3.2 Collateral Assignment of Rights under the Assigned Agreement. Each Grantor hereby irrevocably authorizes and empowers Agent or its agents, in their sole discretion, to assert, either directly or on behalf of any Grantor, at any time that an Event of Default is in existence, any claims any Grantor may from time to time have against Seller or any of its affiliates with respect to any and all of the Contract Rights or with respect to any and all payments or other obligations due from Seller or any of its affiliates to the Company under or pursuant to the Assigned Agreement ("Payments"), and to receive and collect any damages, awards and other monies resulting therefrom and to apply the same on account of the Obligations. After the occurrence of any Event of Default, the Agent may provide notice to Seller or any of its affiliates that all Payments shall be made to or at the direction of the Agent for so long as such Event of Default shall be continuing. Following the delivery of any such notice, the Agent shall promptly notify Seller upon the termination or waiver of any such Event of Default. The Company hereby irrevocably makes, constitutes and appoints the Agent (and all officers, employees, or agents designated

by the Agent) as the Company's true and lawful attorney (and agent-in-fact) for the purpose of enabling the Agent or its agents to assert and collect such claims and to apply such monies in the manner set forth hereinabove.

Section 4 Representations and Warranties.

To induce the Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor jointly and severally hereby represents and warrants to the Agent and each Lender that:

4.1 Title; No Other Liens. Except for the security interest granted to the Agent for the ratable benefit of the Lenders pursuant to this Agreement and the other Liens permitted to exist on the Collateral by the Credit Agreement, the Grantors own each item of the Collateral free and clear of any and all Liens or claims of others. No financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as have been filed in favor of the Agent, for the ratable benefit of the Lenders, pursuant to this Agreement, filings evidencing Liens permitted by the Credit Agreement and filings for which termination statements have been delivered to the Agent.

4.2 Perfected First Priority Liens. The security interests granted pursuant to this Agreement (a) upon completion of the filings and other actions specified on Schedule 2 (which, in the case of all filings and other documents referred to on Schedule 2, have been delivered to the Agent in completed and duly executed form) will constitute valid perfected security interests in all of the Collateral in favor of the Agent, for the ratable benefit of the Lenders, as collateral security for each Grantor's Obligations, enforceable in accordance with the terms hereof against all creditors of each Grantor and any Persons purporting to purchase any Collateral from each Grantor and (b) are prior to all other Liens on the Collateral in existence on the date hereof except for Liens expressly permitted by the Credit Agreement. The filings and other actions specified on Schedule 2 constitute all of the filings and other actions necessary to perfect all security interests granted hereunder.

4.3 Grantor Information. On the date hereof, Schedule 3 sets forth (a) each Grantor's jurisdiction of organization, (b) the location of each Grantor's chief executive office, (c) each Grantor's exact legal name as it appears on its organizational documents and (d) each Grantor's federal employer identification number.

4.4 Collateral Locations. On the date hereof, Schedule 4 sets forth (a) each place of business of each Grantor (including its chief executive office), (b) all locations where all Inventory and the Equipment owned by each Grantor is kept, except with respect to Inventory and Equipment with a fair market value of less than \$25,000 (in the aggregate for all Grantors) which may be located at other locations and (c) whether each such Collateral location and place of business (including each Grantor's chief executive office) is owned or leased (and if leased, specifies the complete name and notice address of each lessor). No Collateral is located outside the United States or in the possession of any lessor, bailee, warehouseman or consignee, except as indicated on Schedule 4.

4.5 Certain Property. None of the Collateral constitutes, or is the Proceeds of, (a) Farm Products or (b) vessels, aircraft or any other property subject to any certificate of title or other registration statute of the United States, any State or other jurisdiction, except for personal vehicles owned by the Grantors and used by employees of the Grantors in the ordinary course of business with an aggregate fair market value of less than \$100,000 (in the aggregate for all Grantors).

4.6 Investment Property. (a) The shares of Pledged Equity pledged by each Grantor hereunder constitute all the issued and outstanding equity interests of each Issuer owned by such Grantor or, in the case of any foreign Subsidiary, 65% of all issued and outstanding equity interests of such foreign Subsidiary.

(b) All of the Pledged Equity has been duly and validly issued and is fully paid and nonassessable.

(c) Each of the Pledged Notes constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms (subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing).

(d) Schedule 1 lists all Investment Property owned by each Grantor. Each Grantor is the record and beneficial owner of, and has good and marketable title to, the Investment Property pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other Person, except the security interest created by this Agreement and, in the case of Investment Property which does not constitute Pledged Equity or Pledged Notes, for Liens expressly permitted by the Credit Agreement.

4.7 Receivables. (a) No material amount payable to such Grantor under or in connection with any Receivable is evidenced by any Instrument or Chattel Paper which has not been delivered to the Agent.

(b) No obligor on any Receivable is a Governmental Authority.

(c) The amounts represented by such Grantor to the Lenders from time to time as owing to such Grantor in respect of the Receivables (to the extent such representations are required by any of the Loan Documents) will at all such times be accurate.

4.8 Intellectual Property. (a) Schedule 5 lists all Intellectual Property owned by such Grantor in its own name on the date hereof.

(b) On the date hereof, all material Intellectual Property owned by any Guarantor is valid, subsisting, unexpired and enforceable, has not been abandoned and, to such Grantor's knowledge, does not infringe the intellectual property rights of any other Person.

(c) Except as set forth in Schedule 5, none of the material Intellectual Property is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.

(d) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or any Grantor's rights in, any Intellectual Property owned by any Grantor in any material respect.

(e) No action or proceeding is pending, or, to the knowledge of such Grantor, threatened, on the date hereof (i) seeking to limit, cancel or question the validity of any material Intellectual Property or any Grantor's ownership interest therein, or (ii) which, if adversely determined, would adversely affect the value of any material Intellectual Property.

4.9 Depository and Other Accounts. All depository and other accounts maintained by each Grantor are described on Schedule 6 hereto, which description includes for each such account the name of the Grantor maintaining such account, the name, address, telephone and fax numbers of the financial institution at which such account is maintained, the account number and the account officer, if any, of such account.

4.10 Holdings. Holdings has not engaged in any activities other than acting as a holding company and transactions incidental thereto and holds no assets other than all of the issued and outstanding capital stock of Borrower.

Section 5 Covenants.

Each Grantor covenants and agrees with the Agent and the Lenders that, from and after the date of this Agreement until the Secured Obligations shall have been paid in full, no Letter of Credit shall be outstanding and the Commitments shall have terminated:

5.1 Delivery of Instruments, Certificated Securities and Chattel Paper. If any amount payable under or in connection with any of the Collateral in excess of \$25,000 (in the aggregate for all Grantors) shall be or become evidenced by any Instrument, Certificated Security or Chattel Paper, such Instrument, Certificated Security or Chattel Paper shall be immediately delivered to the Agent, duly indorsed in a manner satisfactory to the Agent, to be held as Collateral pursuant to this Agreement. In the event that an Event of Default shall have occurred and be continuing, upon the request of the Agent, any Instrument, Certificated Security or Chattel Paper not theretofore delivered to the Agent and at such time being held by any Grantor shall be immediately delivered to the Agent, duly indorsed in a manner satisfactory to the Agent, to be held as Collateral pursuant to this Agreement.

5.2 Maintenance of Perfected Security Interest; Further Documentation. (a) Such Grantor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 4.2 and shall defend such security interest against the claims and demands of all Persons whomsoever.

(b) Such Grantor will furnish to the Agent and the Lenders from time to time statements and schedules further identifying and describing the assets and property of such Grantor and such other reports in connection therewith as the Agent may reasonably request, all in reasonable detail.

(c) At any time and from time to time, upon the written request of the Agent, and at the sole expense of such Grantor, such Grantor will promptly and duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including (i) filing any financing or continuation statements under the UCC (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby and (ii) in the case of Investment Property and any other relevant Collateral, taking any actions necessary to enable the Agent to obtain "control" (within the meaning of the applicable UCC) with respect thereto.

5.3 Changes in Locations, Name, etc. Such Grantor shall not, except upon 30 days' prior written notice to the Agent and delivery to the Agent of (a) all additional executed financing statements and other documents reasonably requested by the Agent as to the validity, perfection and priority of the security interests provided for herein and (b) if applicable, a written supplement to Schedule 4 showing any additional location at which Inventory or Equipment shall be kept:

(i) permit any of the Inventory or Equipment to be kept at a location other than those listed on Schedule 4; provided, that up to \$25,000 (in the aggregate for all Grantors) in fair market value of any such Inventory and Equipment may be kept at other locations;

(ii) change its jurisdiction of organization or the location of its chief executive office from that specified on Schedule 3 or in any subsequent notice delivered pursuant to this Section 5.3; or

(iii) change its name, identity or corporate structure to such an extent that any financing statement filed by the Agent in connection with this Agreement would become misleading.

5.4 Notices. Such Grantor will advise the Agent and the Lenders promptly, in reasonable detail, of:

(a) any Lien (other than Liens created hereby or expressly permitted under the Credit Agreement) on any of the Collateral which would adversely affect the ability of the Agent to exercise any of its remedies hereunder; and

(b) the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the Liens created hereby.

5.5 Investment Property. (a) If such Grantor shall become entitled to receive or shall receive any certificate, option or rights in respect of the equity interests of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any of the Pledged Equity, or otherwise in respect thereof, such Grantor shall accept the same as the agent of the Agent and the Lenders, hold the same in trust for the Agent and the Lenders and deliver the same forthwith to the Agent in the exact form received, duly indorsed by such Grantor to the Agent, if required, together with an undated instrument of transfer covering such certificate duly executed in blank by such Grantor and with, if the Agent so requests, signature guaranteed, to be held by the Agent, subject to the terms hereof, as additional Collateral for the Secured Obligations. Upon the occurrence and during the continuance of an Event of Default, (i) any sums paid upon or in respect of the Investment Property upon the liquidation or dissolution of any Issuer shall be paid over to the Agent to be held by it hereunder as additional Collateral for the Secured Obligations, and (ii) in case any distribution of capital shall be made on or in respect of the Investment Property or any property shall be distributed upon or with respect to the Investment Property pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall, unless otherwise subject to a perfected Lien in favor of the Agent, be delivered to the Agent to be held by it hereunder as additional Collateral for the Secured Obligations. Upon the occurrence and during the continuance of an Event of Default, if any sums of money or property so paid or distributed in respect of the Investment Property shall be received by such Grantor, such Grantor shall, until such money or property is paid or delivered to the Agent, hold such money or property in trust for the Lenders, segregated from other funds of such Grantor, as additional Collateral for the Secured Obligations.

(b) Without the prior written consent of the Agent, such Grantor will not (i) vote to enable, or take any other action to permit, any Issuer to issue any equity interests of any nature or to issue any other securities or interests convertible into or granting the right to purchase or exchange for any equity interests of any nature of any Issuer, (ii) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Investment Property or Proceeds thereof (except pursuant to a transaction expressly permitted by the Credit Agreement) other than, with respect to Investment Property not constituting Pledged Stock or Pledged Notes, any such action which is not prohibited by the Credit

Agreement, (iii) create, incur or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, any of the Investment Property or Proceeds thereof, or any interest therein, except for the security interests created by this Agreement or Liens arising by operation of law or, with respect to Investment Property not constituting Pledged Stock or Pledged Notes, as may be permitted by the Credit Agreement, or (iv) enter into any agreement or undertaking restricting the right or ability of such Grantor or the Agent to sell, assign or transfer any of the Investment Property or Proceeds thereof, except, with respect to such Investment Property, shareholders' agreements entered into by such Grantor with respect to Persons in which such Grantor maintains an ownership interest of 50% or less.

(c) In the case of each Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Investment Property issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the Agent promptly in writing of the occurrence of any of the events described in Section 5.5(a) with respect to the Investment Property issued by it and (iii) the terms of Sections 6.3(c) and 6.7 shall apply to such Grantor with respect to all actions that may be required of it pursuant to Section 6.3(c) or 6.7 regarding the Investment Property issued by it.

5.6 Receivables. (a) Other than in the ordinary course of business consistent with its past practice and in amounts which are not material to such Grantor, such Grantor will not (i) grant any extension of the time of payment of any Receivable, (ii) compromise or settle any Receivable for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Receivable, (iv) allow any credit or discount whatsoever on any Receivable or (v) amend, supplement or modify any Receivable in any manner that could adversely affect the value thereof.

(b) Such Grantor will deliver the Agent a copy of each material demand, notice or document received by it that questions or calls into doubt the validity or enforceability of more than 5% of the aggregate amount of the then outstanding Receivables for all Grantors.

5.7 Intellectual Property. (a) Such Grantor (either itself or through licensees) will (i) continue to use each material Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable law, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Agent, for the ratable benefit of the Lenders, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such Trademark may become invalidated or impaired in any way.

(b) Such Grantor (either itself or through licensees) will not do any act, or omit to do any act, whereby any material Patent may become forfeited, abandoned or dedicated to the public.

(c) Such Grantor (either itself or through licensees) (i) will employ each material Copyright and (ii) will not (and will not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any material portion of the Copyrights may become invalidated or otherwise impaired. Such Grantor will not (either itself or through licensees) do any act whereby any material portion of the Copyrights may fall into the public domain.

(d) Such Grantor (either itself or through licensees) will not do any act that knowingly uses any material Intellectual Property to infringe the intellectual property rights of any other Person.

(e) Such Grantor will notify the Agent and the Lenders immediately if it knows, or has reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country) regarding, such Grantor's ownership of, or the validity of, any material Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

(f) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to the Agent concurrently with the next delivery of financial statements of the Borrower pursuant to Section 6.1.1 or 6.1.2 of the Credit Agreement, as applicable. Upon the request of the Agent, such Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as the Agent may request to evidence the Agent's and the Lenders' security interest in any Copyright, Patent or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby.

(g) Such Grantor will take all reasonable and necessary steps to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of all material Intellectual Property owned by it.

(h) In the event that any material Intellectual Property is infringed upon or misappropriated or diluted by a third party, such Grantor shall (i) take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value, promptly notify the Agent after it learns thereof and, to the extent, in its reasonable judgment, such Grantor determines it appropriate under the circumstances, sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.

5.8 Seller Undertakings.

(a) Each Grantor shall keep the Agent informed of all circumstances bearing upon any potential claim under or with respect to the Assigned Agreements and the Seller Undertakings and such Grantor shall not, without the prior written consent of the Agent, (i) waive any of its rights or remedies under any Assigned Agreement with respect to any of the Seller Undertakings in excess of \$50,000, (ii) settle, compromise or offset any amount payable by the sellers to such Grantor under any Assigned Agreement in excess of \$50,000 or (iii) amend or otherwise modify any Assigned Agreement in any manner which is adverse to the interests of the Agent or any Lender.

(b) Each Grantor shall perform and observe all the terms and conditions of each Assigned Agreement to be performed by it, maintain each Assigned Agreement in full force and effect, enforce each Assigned Agreement in accordance with its terms and take all such action to such end as may from time to time be reasonably requested by the Agent.

(c) Anything herein to the contrary notwithstanding, (i) each applicable Grantor shall remain liable under each Assigned Agreement to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by the Agent of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under any Assigned Agreement and (iii) neither the Agent nor any other Lender shall have any obligation or liability under any Assigned Agreement by reason of this Agreement, nor shall the Agent or any other Lender be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

5.9 Depository and Other Deposit Accounts. No Grantor shall open new depository or other deposit accounts unless such Grantor shall have given the Agent 10 days' prior written notice of its intention to open any such new deposit accounts. The Grantors shall deliver to the Agent a revised version of Schedule 6 showing any changes thereto within 5 days of any such change. Each Grantor hereby authorizes the financial institutions at which such Grantor maintains a deposit account to provide the Agent with such information with respect to such deposit account as the Agent may from time to time reasonably request, and each Grantor hereby consents to such information being provided to the Agent. Each Grantor will, upon the Agent's request, cause each financial institution at which such Grantor maintains a depository or other deposit account to enter into a bank agency or other similar agreement with the Agent and such Grantor, in form and substance satisfactory to the Agent, in order to give the Agent "control" (as defined in the UCC) of such account.

5.10 Other Matters. If any Grantor shall cause to be delivered Inventory or other property in excess of \$25,000 in fair market value to any bailee after the Closing Date, such Grantor shall use reasonable efforts to cause such bailee to sign a Collateral Access Agreement. Such requirement may be waived at the option of the Agent. If any Grantor shall lease any real property or facilities and the value of property of such Grantor located at such leased real property is in excess of \$50,000 in fair market value after the Closing Date, such Grantor shall use reasonable efforts to cause the landlord in respect of such leased property or facilities to sign a Collateral Access Agreement. Such requirement may be waived at the option of the Agent.

5.11 Holdings Covenant. Holdings shall not, directly or indirectly, (i) enter into any agreement (including any agreement for incurrence or assumption of Debt, any purchase, sale, lease or exchange of any property or the rendering of any service), between itself and any other Person, other than the Loan Documents to which it is a party and the Related Agreements (collectively, the "Holdings Documents"), (ii) engage in any business or conduct any activity (including the making of any Investment or payment) or transfer any of its assets, other than the making of the Investments in Borrowers existing on the date hereof, the performance of its obligations under the Holdings Documents in accordance with the terms thereof and the performance of ministerial activities and the payment of taxes and administrative fees or (iii) consolidate or merge with or into any other Person. Holdings shall preserve, renew and keep in full force and effect its existence. The provisions of this section shall not preclude Holdings from engaging in any other activities reasonably incidental to its Investment in any Borrower.

5.12 Assigned Agreement. Each Grantor shall keep the Agent informed of all material circumstances bearing upon the Contract Rights, and no Grantor shall waive any of its rights or remedies under the Assigned Agreement with respect to the Contract Rights, without the prior written consent of the Agent.

Section 6 Remedial Provisions.

6.1 Certain Matters Relating to Receivables. (a) At any time and from time to time after the occurrence and during the continuance of an Event of Default, the Agent shall have the right to

make test verifications of the Receivables in any manner and through any medium that it reasonably considers advisable, and each Grantor shall furnish all such assistance and information the Agent may require in connection with such test verifications. At any time and from time to time after the occurrence and during the continuance of an Event of Default, upon the Agent's request and at the expense of the relevant Grantor, such Grantor shall cause independent public accountants or others satisfactory to the Agent to furnish to the Agent reports showing reconciliations, agings and test verifications of, and trial balances for, the Receivables.

(b) The Agent hereby authorizes each Grantor to collect such Grantor's Receivables, and the Agent may curtail or terminate such authority at any time after the occurrence and during the continuance of an Event of Default. If required by the Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Receivables, when collected by any Grantor, (i) shall be forthwith (and, in any event, within 2 Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Agent if required, in a collateral account maintained under the sole dominion and control of the Agent, subject to withdrawal by the Agent for the account of the Lenders only as provided in Section 6.5, and (ii) until so turned over, shall be held by such Grantor in trust for the Agent and the Lenders, segregated from other funds of such Grantor. Each such deposit of Proceeds of Receivables shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(c) At any time and from time to time after the occurrence and during the continuance of an Event of Default, at the Agent's request, each Grantor shall deliver to the Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Receivables, including all original orders, invoices and shipping receipts.

(d) Each Grantor hereby irrevocably authorizes and empowers the Agent, in the Agent's sole discretion, at any time that after the occurrence and during the continuance of an Event of Default, to assert, either directly or on behalf of such Grantor, any claim such Grantor may from time to time have against the sellers under or with respect to the Assigned Agreements and to receive and collect any and all damages, awards and other monies resulting therefrom and to apply the same to the Obligations. Each Grantor hereby irrevocably makes, constitutes and appoints the Agent as its true and lawful attorney in fact for the purpose of enabling the Agent to assert and collect such claims and to apply such monies in the manner set forth above, which appointment, being coupled with an interest, is irrevocable.

6.2 Communications with Obligors; Grantors Remain Liable. (a) The Agent in its own name or in the name of others may at any time after the occurrence and during the continuance of an Event of Default communicate with obligors under the Receivables to verify with them to the Agent's satisfaction the existence, amount and terms of any Receivables.

(b) Upon the request of the Agent at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall notify obligors on the Receivables that the Receivables have been assigned to the Agent for the ratable benefit of the Lenders and that payments in respect thereof shall be made directly to the Agent.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable in respect of each of the Receivables to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither the Agent nor any Lender shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by the Agent or any Lender of any payment relating thereto, nor shall the Agent or any Lender be obligated in

any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(d) For the purpose of enabling Agent to exercise rights and remedies under this Agreement, each Grantor hereby grants to Agent, for the benefit of Agent and Lenders, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to such Grantor) to use, license or sublicense any Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof.

6.3 Investment Property. (a) Unless an Event of Default shall have occurred and be continuing and the Agent shall have given notice to the relevant Grantor of the Agent's intent to exercise its corresponding rights pursuant to Section 6.3(b), each Grantor shall be permitted to receive all cash dividends and distributions paid in respect of the Pledged Equity and all payments made in respect of the Pledged Notes, to the extent permitted in the Credit Agreement, and to exercise all voting and other rights with respect to the Investment Property; provided, that no vote shall be cast or other right exercised or action taken which could impair the Collateral or which would be inconsistent with or result in any violation of any provision of the Credit Agreement, this Agreement or any other Loan Document.

(b) If an Event of Default shall occur and be continuing and the Agent shall give notice of its intent to exercise such rights to the relevant Grantor or Grantors, (i) the Agent shall have the right to receive any and all cash dividends and distributions, payments or other Proceeds paid in respect of the Investment Property and make application thereof to the Obligations in such order as the Agent may determine, and (ii) any or all of the Investment Property shall be registered in the name of the Agent or its nominee, and the Agent or its nominee may thereafter exercise (x) all voting and other rights pertaining to such Investment Property at any meeting of holders of the equity interests of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Investment Property as if it were the absolute owner thereof (including the right to exchange at its discretion any and all of the Investment Property upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate or other structure of any Issuer, or upon the exercise by any Grantor or the Agent of any right, privilege or option pertaining to such Investment Property, and in connection therewith, the right to deposit and deliver any and all of the Investment Property with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Agent may determine), all without liability except to account for property actually received by it, but the Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Investment Property pledged by such Grantor hereunder to (i) comply with any instruction received by it from the Agent in writing that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying and (ii) unless otherwise expressly permitted hereby, pay any dividends, distributions or other payments with respect to the Investment Property directly to the Agent.

6.4 Proceeds to be Turned Over To Agent. In addition to the rights of the Agent and the Lenders specified in Section 6.1 with respect to payments of Receivables, if an Event of Default shall occur and be continuing, all Proceeds received by any Grantor consisting of cash, checks and other cash equivalent items shall be held by such Grantor in trust for the Agent and the Lenders, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Agent, if required). All Proceeds received by the Agent hereunder shall be held by the Agent in a collateral account maintained under its sole dominion and control. All Proceeds, while held by the Agent in any collateral account (or by such Grantor in trust for the Agent and the Lenders) established pursuant hereto, shall continue to be held as collateral security for the Secured Obligations and shall not constitute payment thereof until applied as provided in Section 6.5.

6.5 Application of Proceeds. At such intervals as may be agreed upon by the U.S. Borrower and the Agent, or, if an Event of Default shall have occurred and be continuing, at any time at the Agent's election, the Agent may apply all or any part of Proceeds held in any collateral account established pursuant hereto in payment of the Secured Obligations in such order as the Agent may elect, and any part of such funds which the Agent elects not so to apply and deems not required as collateral security for the Secured Obligations shall be paid over from time to time by the Agent to the applicable Grantor or to whomsoever may be lawfully entitled to receive the same. Any balance of such Proceeds remaining after the Secured Obligations shall have been paid in full, no Letters of Credit shall be outstanding and the Commitments shall have terminated shall be paid over to the applicable Grantor or to whomsoever may be lawfully entitled to receive the same.

6.6 Code and Other Remedies. If an Event of Default shall occur and be continuing, the Agent, on behalf of the Lenders, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights and remedies of a secured party under the UCC or any other applicable law. Without limiting the generality of the foregoing, the Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Agent or any Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery with assumption of any credit risk. The Agent or any Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released. Each Grantor further agrees, at the Agent's request, to assemble the Collateral and make it available to the Agent at places which the Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Agent shall apply the net proceeds of any action taken by it pursuant to this Section 6.6, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Agent and the Lenders hereunder, including reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Secured Obligations, in such order as the Agent may elect, and only after such application and after the payment by the Agent of any other amount required by any provision of law, need the Agent account for the surplus, if any, to any Grantor. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Agent or any Lender arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be

required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

6.7 Registration Rights. (a) If the Agent shall determine to exercise its right to sell any or all of the Pledged Equity pursuant to Section 6.6, and if in the opinion of the Agent (1) Agent is unable to sell all of such Pledged Equity promptly pursuant to Rule 144 under the Securities Act and (2) it is necessary or advisable to have the Pledged Equity, or that portion thereof to be sold, registered under the provisions of the Securities Act, the relevant Grantor will cause the Issuer thereof to (i) execute and deliver, and cause the directors and officers of such Issuer to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts as may be, in the opinion of the Agent, necessary or advisable to register the Pledged Equity, or that portion thereof to be sold, under the provisions of the Securities Act, (ii) use its best efforts to cause the registration statement relating thereto to become effective and to remain effective for a period of one year from the date of the first public offering of the Pledged Equity, or that portion thereof to be sold, and (iii) make all amendments thereto and/or to the related prospectus which, in the opinion of the Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto. Each Grantor agrees to cause such Issuer to comply with the provisions of the securities or "Blue Sky" laws of any and all jurisdictions which the Agent shall designate and to make available to its security holders, as soon as practicable, an earnings statement (which need not be audited) which will satisfy the provisions of Section 11(a) of the Securities Act.

(b) Each Grantor recognizes that the Agent may be unable to effect a public sale of any or all the Pledged Equity, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Agent shall be under no obligation to delay a sale of any of the Pledged Equity for the period of time necessary to permit the Issuer thereof to register such securities or other interests for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(c) Each Grantor agrees to use its best efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Equity pursuant to this Section 6.7 valid and binding and in compliance with applicable law. Each Grantor further agrees that a breach of any of the covenants contained in this Section 6.7 will cause irreparable injury to the Agent and the Lenders, that the Agent and the Lenders have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 6.7 shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred under the Credit Agreement.

6.8 Waiver; Deficiency. Each Grantor waives and agrees not to assert any rights or privileges which it may acquire under Section 9-626 of the UCC. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Secured Obligations in full and the fees and disbursements of any attorneys employed by the Agent or any Lender to collect such deficiency.

Section 7 The Agent.

7.1 Agent's Appointment as Attorney-in-Fact, etc. (a) Each Grantor hereby irrevocably constitutes and appoints the Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any or all of the following:

(i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Agent for the purpose of collecting any and all such moneys due under any Receivable or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Agent may request to evidence the Agent's security interest in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(iii) discharge Liens levied or placed on or threatened against the Collateral, and effect any repairs or insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(iv) execute, in connection with any sale provided for in Section 6.6 or 6.7, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(v) (1) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Agent or as the Agent shall direct; (2) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (3) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (5) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (6) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Agent may deem appropriate; (7) assign any Copyright, Patent or Trademark, throughout the world for such term or terms, on such conditions, and in such manner, as the Agent shall in its sole discretion determine; and (8) generally sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Agent were the absolute owner thereof for all purposes, and do, at the Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Agent deems necessary to protect, preserve or realize upon the Collateral

and the Agent's security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Anything in this Section 7.1(a) to the contrary notwithstanding, the Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 7.1(a) unless an Event of Default shall have occurred and be continuing.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein, the Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) Each Grantor hereby ratifies all that such attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

7.2 Duty of Agent. The Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession shall be to deal with it in the same manner as the Agent deals with similar property for its own account. Neither the Agent or any Lender nor any of their respective officers, directors, employees or agents shall be liable for any failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Agent and the Lenders hereunder are solely to protect the Agent's and the Lenders' interests in the Collateral and shall not impose any duty upon the Agent or any Lender to exercise any such powers. The Agent and the Lenders shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder.

7.3 Execution of Financing Statements. Pursuant to Section 9-402 of the UCC and any other applicable law, each Grantor authorizes the Agent to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of such Grantor in such form and in such offices as the Agent determines appropriate to perfect the security interests of the Agent under this Agreement. A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction.

7.4 Authority of Agent. Each Grantor acknowledges that the rights and responsibilities of the Agent under this Agreement with respect to any action taken by the Agent or the exercise or non-exercise by the Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Agent and the Lenders, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Agent and the Grantors, the Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

Section 8 Miscellaneous.

8.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement.

8.2 Notices. All notices, requests and demands to or upon the Agent or any Grantor hereunder shall be effected in the manner provided for in Section 10.2 of the Credit Agreement; provided that each such notice, request or demand to or upon any Guarantor shall be addressed to such Guarantor at its notice address set forth on Schedule 1.

8.3 Indemnification by Grantors. Each Grantor hereby agrees, on a joint and several basis, to indemnify, exonerate and hold Agent, each Lender and each of the officers, directors, employees, Affiliates and agents of Agent and each Lender (each a "Lender Party") free and harmless from and against any and all actions, causes of action, suits, losses, liabilities, damages and expenses, including Legal Costs (collectively, the "Indemnified Liabilities"), incurred by Lender Parties or any of them as a result of, or arising out of, or relating to (a) any tender offer, merger, purchase of equity interests, purchase of assets (including the Related Transactions) or other similar transaction financed or proposed to be financed in whole or in part, directly or indirectly, with the proceeds of any of the Loans, (b) the use, handling, release, emission, discharge, transportation, storage, treatment or disposal of any hazardous substance at any property owned or leased by any Grantor or any Subsidiary, (c) any violation of any Environmental Laws with respect to conditions at any property owned or leased by any Grantor or any Subsidiary or the operations conducted thereon, (d) the investigation, cleanup or remediation of offsite locations at which any Grantor or any Subsidiary or their respective predecessors are alleged to have directly or indirectly disposed of hazardous substances or (e) the execution, delivery, performance or enforcement of this Agreement or any other Loan Document by any Lender Party, except to the extent any such Indemnified Liabilities result from the applicable Lender Party's own gross negligence or willful misconduct as determined by a court of competent jurisdiction. If and to the extent that the foregoing undertaking may be unenforceable for any reason, each Grantor hereby agrees to make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law. The agreements in this Section 8.3 shall survive repayment of the Secured Obligations (and termination of all commitments thereunder), any foreclosure under, or any modification, release or discharge of, any or all of the Collateral Documents and termination of this Agreement.

8.4 Enforcement Expenses. (a) Each Grantor agrees, on a joint and several basis, to pay or reimburse on demand each Lender and the Agent for all reasonable out-of-pocket costs and expenses (including Legal Costs) incurred in collecting against any Guarantor under the guarantee contained in Section 2 or otherwise enforcing or preserving any rights under this Agreement and the other Loan Documents.

(b) Each Grantor agrees to pay, and to save the Agent and the Lenders harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Agreement.

(c) The agreements in this Section 8.4 shall survive repayment of the Secured Obligations (and termination of all commitments thereunder), any foreclosure under, or any modification, release or discharge of, any or all of the Collateral Documents and termination of this Agreement.

8.5 Captions. Captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

8.6 Nature of Remedies. All Secured Obligations of each Grantor and rights of Agent and Lenders expressed herein or in any other Loan Document shall be in addition to and not in limitation of those provided by applicable law. No failure to exercise and no delay in exercising, on the part of Agent or any Lender, any right, remedy, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

8.7 Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy of any executed signature page to this Agreement or any other Loan Document shall constitute effective delivery of such signature page.

8.8 Severability. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

8.9 Entire Agreement. This Agreement, together with the other Loan Documents, embodies the entire agreement and understanding among the parties hereto and supersedes all prior or contemporaneous agreements and understandings of such Persons, verbal or written, relating to the subject matter hereof and thereof and any prior arrangements made with respect to the payment by any Grantor of (or any indemnification for) any fees, costs or expenses payable to or incurred (or to be incurred) by or on behalf of Agent or Lenders.

8.10 Successors; Assigns. This Agreement shall be binding upon Grantors, Lenders and Agent and their respective successors and assigns, and shall inure to the benefit of Grantors, Lenders and Agent and the successors and assigns of Lenders and Agent. No other Person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement or any of the other Loan Documents. No Grantor may assign or transfer any of its rights or Obligations under this Agreement without the prior written consent of Agent.

8.11 Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

8.12 Forum Selection; Consent to Jurisdiction. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF ILLINOIS OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS; PROVIDED THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS AND OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. EACH GRANTOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF ILLINOIS. EACH GRANTOR

HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

8.13 Waiver of Jury Trial. EACH GRANTOR, AGENT AND EACH LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

8.14 Set-off. Each Grantor agrees that Agent and each Lender have all rights of set-off and bankers' lien provided by applicable law, and in addition thereto, each Grantor agrees that at any time any Event of Default exists, Agent and each Lender may apply to the payment of any Secured Obligations, whether or not then due, any and all balances, credits, deposits, accounts or moneys of such Grantor then or thereafter with Agent or such Lender.

8.15 Acknowledgements. Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) neither the Agent nor any Lender has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and the Agent and Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Grantors and the Lenders.

8.16 Additional Grantors. Each Subsidiary of Holdings that is required to become a party to this Agreement pursuant to Section 6.8 of the Credit Agreement shall become a Grantor for all purposes of this Agreement upon execution and delivery by such Subsidiary of a joinder agreement in the form of Annex I hereto.

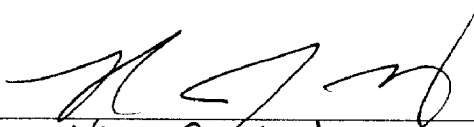
8.17 Releases. (a) At such time as the Secured Obligations have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding, the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Agent shall deliver to the Grantors any Collateral held by the Agent hereunder, and execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

(b) If any of the Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Credit Agreement, then the Agent, at the request and sole

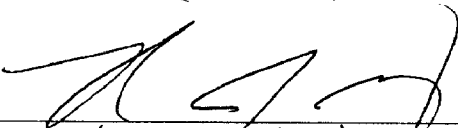
expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral. At the request and sole expense of U.S. Borrower, a Subsidiary Guarantor shall be released from its obligations hereunder in the event that all the equity interests of such Subsidiary Guarantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement; provided that the U.S. Borrower shall have delivered to the Agent, with reasonable notice prior to the date of the proposed release, a written request for release identifying the relevant Subsidiary Guarantor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the U.S. Borrower stating that such transaction is in compliance with the Credit Agreement and the other Loan Documents.

Each of the undersigned has caused this Guarantee and Collateral Agreement to be duly executed and delivered as of the date first above written.

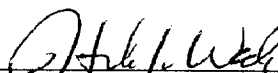
TRACTECH, INC.

By: 
Title: Vice President

TRACTECH ACQUISITION, INC.

By: 
Title: Vice President

MADISON CAPITAL FUNDING LLC, as Agent

By: 
Title: Senior Managing Director

ANNEX I

FORM OF JOINDER TO GUARANTY AND COLLATERAL AGREEMENT

This JOINDER AGREEMENT (this "Agreement") dated as of [_____] is executed by the undersigned for the benefit of Madison Capital Funding, LLC, as Agent (the "Agent") in connection with that certain Guaranty and Collateral Agreement dated as of March 7, 2003 among the Grantors party thereto and the Agent (as amended, supplemented or modified from time to time, the "Guaranty and Collateral Agreement"). Capitalized terms not otherwise defined herein are being used herein as defined in the Guaranty and Collateral Agreement.

Each Person signatory hereto is required to execute this Agreement pursuant to Section 8.16 of the Guaranty and Collateral Agreement.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each signatory hereby agrees as follows:

1. Each such Person assumes all the obligations of a Grantor and a Guarantor under the Guaranty and Collateral Agreement and agrees that such person or entity is a Grantor and a Guarantor and bound as a Grantor and a Guarantor under the terms of the Guaranty and Collateral Agreement, as if it had been an original signatory to such agreement. In furtherance of the foregoing, such Person hereby assigns, pledges and grants to the Agent a security interest in all of its right, title and interest in and to the Collateral owned thereby to secure the Secured Obligations.

2. Schedules 1, 2, 3, 4 and 5 of the Guaranty and Collateral Agreement are hereby amended to add the information relating to each such Person set out on Schedules 1, 2, 3, 4 and 5, respectively, hereof. Each such Person hereby makes to the Agent the representations and warranties set forth in the Guaranty and Collateral Agreement applicable to such Person and the applicable Collateral and confirms that such representations and warranties are true and correct after giving effect to such amendment to such Schedules.

3. In furtherance of its obligations under Section 5.2 of the Guaranty and Collateral Agreement, each such Person agrees to execute and deliver to the Agent appropriately complete UCC financing statements naming such person or entity as debtor and the Agent as secured party, and describing its Collateral and such other documentation as the Agent (or its successors or assigns) may require to evidence, protect and perfect the Liens created by the Guaranty and Collateral Agreement, as modified hereby.

4. Each such Person's address and fax number for notices under the Guaranty and Collateral Agreement shall be the address and fax number set forth below its signature to this Agreement.

5. This Agreement shall be deemed to be part of, and a modification to, the Guaranty and Collateral Agreement and shall be governed by all the terms and provisions of the Guaranty and Collateral Agreement, with respect to the modifications intended to be made to such agreement, which terms are incorporated herein by reference, are ratified and confirmed and shall continue in full force and effect as valid and binding agreements of each such person or entity enforceable against such person or entity. Each such person or entity hereby waives notice of the Agent's acceptance of this Agreement. Each such person or entity will deliver an executed original of this Agreement to the Agent.

[add signature block for each new Grantor]

SCHEDULE 1

INVESTMENT PROPERTY

A. PLEDGED EQUITY

Grantor (owner of Record of such Pledged Equity)	Issuer	Pledged Equity Description	Percentage of Issuer	Certificate (Indicate No.)
Tractech Holdings, Inc.	Tractech, Inc.	100 Shares of Common Stock	100%	3
Tractech Holdings, Inc.	TT (Ireland) Acquisition Limited	65 ordinary shares of EUR1 each	65%	1

B. PLEDGED NOTES

Grantor (owner of Record of such Pledged Notes)	Issuer	Pledged Notes Description
None		

C. OTHER INVESTMENT PROPERTY

Grantor	Investment Property Description
None	

SCHEDULE 2

FILINGS AND PERFECTION

Grantor	Filing Requirement or Other Action	Filing Office
Tractech Holdings, Inc.	UCC-1 Financing Statement	Secretary of State, Delaware
Tractech, Inc.	UCC-1 Financing Statement	Secretary of State, Delaware
Tractech, Inc.	Security interest filings with respect to intellectual property referenced on Schedule 5	United States, Patent and Trademark Office and other applicable foreign counterparts

SCHEDULE 3

GRANTOR INFORMATION

Grantor (exact legal name)	State of Organization	Federal Employer Identification Number	Chief Executive Office
Tractech, Inc.	Delaware	38-3313000	11445 Stephens Drive, P.O. Box 882, Warren, MI 48090
Tractech Holdings, Inc.	Delaware	54-2091810	100 North Main Street, Suite 235, Chagrin Falls, OH 44022

SCHEDULE 4

A. COLLATERAL LOCATIONS

Grantor	Collateral	Collateral Location or Place of Business (Including Chief Executive Office)	Owner/Lessee (If Leased)
Tractech, Inc.	Equipment and Inventory	11445 Stephens Drive, P.O. Box 882, Warren, MI 48090	Lessee
Tractech Holdings, Inc.	None	100 North Main Street Suite 235, Chagrin Falls, OH 44022	Owner

B. COLLATERAL IN POSSESSION OF LESSOR, BAILEE, CONSIGNEE OR WAREHOUSEMAN

Grantor	Collateral	Lessor/Bailee/Consignee/Warehouseman

See Attached

Schedule of Tractech Ireland owned tooling at outside Suppliers
As of February 2003

Vendor	Location	Tooling Ref: value at cost	Currency	in euros	SUB-by Vendor	contact
		322	stg £	2,507.94		
		90863	stg £	11,253.97		
		90864	stg £	3,722.22	41673	
Grupos /Resource Intl	USA/Spain	91778	usd	7,009.35		
		91779	usd	6,728.97		
	34 945 2601 00	91774	usd	4,672.90		Victor Echeveria
	001 574 243 0681	91775	usd	7,009.35		James Voth
		91780	usd	8,878.50		
		91781	usd	7,009.35	41308	
Trinity Group	Pune, India	9422	usd	1,869.16	Monshumi Basu	
		9745	usd	1,869.16		
	91 2071 20594	90661	usd	934.58		
		90678	usd	934.58		
		90696	usd	934.58		
		222	usd	887.85		
		225	usd	560.75		
		228	usd	420.56		
		231	usd	420.56		
		234	usd	280.37	9112	
EI Forge	Chennai, India					Mr Sivakaminathan
	91 44 4925456					
BPM Foundry	Busan, S.Korea	23 patterns	usd	53,738.32	53738	Mr J CH Park
	82 51 311 7501					
DA Max	Japan/USA	91538	usd	25,607.48		Keith Barker
(Fiat Hitachi)		91539	usd	15,664.49		
(Fiat Hitachi)	001 734 4599610					
(Fiat Hitachi)		91540	usd	27,057.94	68330	
Victor Automotive	Morristown, TN, USA	91546		15,784.11	15784	Becky Johnson
	001 740 348 3351					
Total in Euros				400,114.50		

398,378.00 Total in Euros

Schedule of Tractech Ireland owned tooling at outside Suppliers
As of February 2003

Vendor	Location	Tooling Ref:	value at cost	Currency	in euros	SUB-by Vendor	contact
Brockmoor Foundry	W.Midlands, UK	235	8291	euro	8,291.00		James Leppington
		831	7435	euro	7,435.00		
		832	7425	euro	7,425.00		
		913	10188	euro	10,188.00		
		914	9776	euro	9,776.00		
		919	10188	euro	10,188.00		
		791	3850	euro	3,850.00		
		792	3850	euro	3,850.00		
		453	19387	euro	19,387.00		
		454	4372	euro	4,372.00		
		226	16087	euro	16,087.00		
		227	5280	euro	5,280.00		
		229	13899	euro	13,899.00		
230	5115	euro	5,115.00				
233	6930	euro	6,930.00				
635	16046	euro	16,046.00				
636	9858	euro	9,858.00				
157977							
Brickam Stamping	Oshkosh WI 54901	PO 706469	2135	USD	1,995.33		Tammy Jansen
		PO 710425	1875		1,752.34		
		PO 703912	2185		2,042.06	5790	
Eaton Corp.	Kearney, Ne., USA 4200 Highway 30 East, NE 68848 001 308 233 5446		1500	USD	1,401.87	1402	Randy Volkmer
Midea	Germany UK 44 1604 790600	PO 711307	5000	euro	5,000.00	5000	Nicki Emerton
Russell Castings	Leics UK Bonchurch St 0044 116 299 2000	PO 703804	1580	stg £	2,507.94		Steve Hoare
		737	2600	stg £	4,126.98		
		786	2387	stg £	3,788.89		
		647	2387	stg £	3,788.89		
		646	3035	stg £	4,817.46		
321	3250	stg £	5,158.73				

Tractech Inc.
PRODUCTION TOOLING
as of February 2003

<u>DATE</u>	<u>P.O. NO.</u>	<u>VENDOR</u>	<u>DESCRIPTION (MODEL-P/N)</u>	<u>COST</u>
		ACE METAL	45109	\$540
		7311 NORTHFIELD RD.		
		WALTON HILLS, OH 44146		
10/11/1993	53767	ACME GEAR	70683	\$575
		23402 REYNOLDS COURT		
		CLINTON TWP., MI 48043		
1/1/2002	711679	ALLEGHENY	51750 SPACER, S. G.	\$13,925
		RTE. 950 SOUTH BOX 376		
		FALLSCREEK, PA 15840		
11/1/2002	711679	ALLEGHENY	51759	\$7,050
3/20/1991	51552	ALLEGHENY	50702, 50703	\$9,100
3/20/1991	51552	ALLEGHENY	50711, 50712	\$9,100
3/20/1991	51552	ALLEGHENY	50721, 50722	\$9,100
3/20/1991	51552	ALLEGHENY	50729, 50730	\$9,100
3/20/1991	51552	ALLEGHENY	50735	
3/20/1991	51552	ALLEGHENY	50736	
3/20/1991	51552	ALLEGHENY	50747, 50748	\$9,100
3/20/1991		ALLEGHENY	70334	\$3,400
6/26/1992	52246	ALLEGHENY	50804	
6/26/1992	52246	ALLEGHENY	50806	
6/26/1992	52246	ALLEGHENY	50807	
6/26/1992	52246	ALLEGHENY	50808	
6/26/1992	52246	ALLEGHENY	50809	
6/26/1992	52246	ALLEGHENY	50800	\$5,300
6/26/1992	52246	ALLEGHENY	50801	\$3,500
3/17/1994	54892	ALLEGHENY	50870	
2/23/1995	55484	ALLEGHENY	70997	\$5,600
5/12/1995	55709	ALLEGHENY	50910	
3/18/1995	56300	ALLEGHENY	56300	\$3,900
1/17/1995	56563	ALLEGHENY	50929	
1/17/1995	56563	ALLEGHENY	50770	
1/22/1996	56955	ALLEGHENY	50977	\$4,200
1/28/1997	57664	ALLEGHENY	71216	\$4,600
10/12/1998	60001	ALLEGHENY	51183	
10/12/1998	60001	ALLEGHENY	51183	
3/22/1999	61005	ALLEGHENY	51408	
1/14/2001	710635	ALLEGHENY	51656	
1/21/2001	710635	ALLEGHENY	51607	
1/21/2001	710635	ALLEGHENY	51666	
2/12/2001	710894	ALLEGHENY	51962	\$5,950
1/4/2002	710635	ALLEGHENY	51655	
1/4/2002	710894	ALLEGHENY	51961	\$7,550
5/2/2002	710894	ALLEGHENY	51971	\$7,550
6/26/2002	52246	ALLEGHENY	50803	\$5,300
	54582	ALLEGHENY	69937	\$2,400
		ALLEGHENY	2423	

Tractech Inc.
PRODUCTION TOOLING
as of February 2003

DATE	P.O. NO.	VENDOR	DESCRIPTION (MODEL-P/N)	COST
		ALLEGHENY	71505	
11/6/1995	56563	ALLEGHENY POWDER METAL	T/T SPACER 50770	\$6,700
11/6/1995	56563	ALLEGHENY POWDER METAL	T/T SPACER 50876	\$2,800
1/11/1996	56955	ALLEGHENY POWDER METAL	50977 SPACER	\$4,200
5/21/1996	25351	ALLIED CHUCKER	SWEEP GAGE FOR 30042	\$3,753
		3529 SCHEELE DRIVE		
		JACKSON, MI 49202		
8/20/1992	52427	ALLIED CHUCKER	4/22/2093	
2/27/1995	55639	ALLIED CHUCKER	90862	\$4,626
2/27/1995	55639	ALLIED CHUCKER	90863	
2/27/1995	55639	ALLIED CHUCKER	90864	
		ALLIED CHUCKER	70217	\$6,314
		ALLIED CHUCKER	70218	\$6,314
8/27/1997	58759	AMERICAN COIL	45145 LEAF SPRING	\$6,045
		1041 E. KEATING AVE,		
		MUSKEGON, MI 49443		
		AMERICAN COIL SPRING	45029 SPRING	\$250
9/17/1998	59665	ARVINMERITOR CORP.	91491	\$1,350
		ONE ROCKWELL DRIVE		
		MORRISTOWN, TN 37813		
		ASSOCIATED SPRING	45475 - REWORK	\$800
		1445 BARNES COURT		
		SALINE, MI 48176		
4/26/1998	60649	BELLEVUE PROCESSING	51280, 51281	
		5143 BELLEVUE ROAD		
		DETROIT, MI 48211		
5/1/1992	52143	BERMO INC.		
		4501 BALL ROAD N. E.		
		CIRCLE PINES, MN 55014		
5/27/1992	52227	BERMO INC.	67207 RETAINER	
5/17/1994	53773	BRICKHAM	90686	
		2916 ALGOMA BLVD.		
		OSHKOSH, WI 54902		
1/4/1995	55249	BRICKHAM	90908	\$2,485
1/4/1995	55249	BRICKHAM	90909	
1/4/1995	55249	BRICKHAM	90910	
1/4/1995	55249	BRICKHAM	90911	
6/4/1996	57193	BRICKHAM	91080	\$4,780
5/9/2004	53774	BRICKHAM	90704	
5/9/2004	53774	BRICKHAM	90706	
8/9/1989	10833	BRICKHAM STAMPING	70223 THRUST WASHER	\$1,875
3/20/1991		BRICKHAM STAMPING	70223 THRUST WASHER	\$1,875
5/28/1991	51596	BRICKHAM STAMPING	70335	\$3,250
2/14/1992	52688	BRICKHAM STAMPING	70621	
2/14/1992	52500	BRICKHAM STAMPING	70652	
2/14/1992	52673	BRICKHAM STAMPING	70761	\$2,365
2/14/1992	52673	BRICKHAM STAMPING	70762	
4/12/1996	57193	BRICKHAM STAMPING	91080 TH. WASHER	\$4,780

Tractech Inc.
PRODUCTION TOOLING
as of February 2003

DATE	P.O. NO.	VENDOR	DESCRIPTION (MODEL-P/N)	COST
5/15/1996	57091	BRICKHAM STAMPING	71325 THRUST WASHER	\$3,435
7/22/1996	57091	BRICKHAM STAMPING	71326	\$3,435
1/24/1997	57663	BRICKHAM STAMPING	71209 THRUST WASHER	\$2,965
2/23/1997	57663	BRICKHAM STAMPING	71209	\$2,965
6/14/2001		BRICKHAM STAMPING	78321 THRUST WASHER	\$7,965
6/14/2001		BRICKHAM STAMPING	78320 THRUST WASHER	\$7,855
8/31/2001	709676	BRICKHAM STAMPING	78319	
12/9/2002	714730	BRICKHAM STAMPING	78418	\$3,265
		BRICKHAM STAMPING	70225 THRUST WASHER	
		BRICKHAM STAMPING	70226 THRUST WASHER	
	51596	BRICKHAM STAMPING	70335 THRUST WASHER	OLD DESIGN
		BRICKHAM STAMPING	70652 THRUST WASHER	
	52673	BRICKHAM STAMPING	70761 THRUST WASHER	\$2,365
		BRICKHAM STAMPING	70762 THRUST WASHER	
		BRICKHAM STAMPING	78319 THRUST WASHER	
		BRICKHAM STAMPING	90621 THRUST WASHER	
		BRICKHAM STAMPING	90652 THRUST WASHER	
		BRICKHAM STAMPING	90669 THRUST WASHER	
		BRICKHAM STAMPING	90706 THRUST WASHER	
		BRICKHAM STAMPING	90891 THRUST WASHER	
		BRICKHAM STAMPING	90908 THRUST WASHER	
		BRICKHAM STAMPING	91080 THRUST WASHER	
		BRICKHAM STAMPING	91550 THRUST WASHER	
		BRICKHAM STAMPING	91698 THRUST WASHER	
		BRICKHAM STAMPING	91739 THRUST WASHER	
11/6/995	22479	BROACHES INC.	95087	
		17921 MALYN ROAD		
		FRASER, MI 48026		
11/6/995	22479	BROACHES INC.	90770	
11/6/995	22479	BROACHES INC.	90980	
11/6/995	22479	BROACHES INC.	91010	
11/6/995	22479	BROACHES INC.	,90929,95086, 95087,95088, 95089	
11/6/995	22479	BROACHES INC.	9513-A, 95139-B, 95140	
3/25/997	27313	BROACHES INC.	91054 HOUSING BR.	\$2,500
6/27/997	27313	BROACHES INC.	91054	
10/25/1995	56542	BUCK CASTING	T/T FLG. BODY 00193	\$3,930
		897 LANCASTER PIKE		
		QUARRYVILLE, PA 17566		
10/25/1995	56542	BUCK CASTING	T/T COVER 00194	\$2,450
1/14/993	52732	BUCK COMPANY	00209 CASTING	
5/30/995	55702	BUCK COMPANY	00345 CASTING	
8/23/995	55886	BUCK COMPANY	00378 CASTING	
8/23/995	55886	BUCK COMPANY	00381 CASTING	
1/11/1996	56954	BUCK COMPANY	00436 CASTING	\$2,550.
1/11/1996	56954	BUCK COMPANY	00437 CASTING	\$1,750
4/8/1996	56954	BUCK COMPANY	00436 CASTING	
4/8/1996	56954	BUCK COMPANY	00437 CASTING	
7/17/1996	57260	BUCK COMPANY	00511,00513 FL.BY. COVER CSTG	\$4,500

Tractech Inc.
PRODUCTION TOOLING
as of February 2003

DATE	P.O. NO.	VENDOR	DESCRIPTION (MODEL-P/N)	COST
9/18/1996	57515	BUCK COMPANY	00464 FL. COVER CASTING	\$1,050
9/18/1996	57515	BUCK COMPANY	00467 FL. BODY CASTING	\$1,750
9/18/1996	57515	BUCK COMPANY	00468 PL. COVER CASTING	\$1,050
10/3/1996	57536	BUCK COMPANY	00475 FL. COVER CASTING	\$3,325
10/3/1996	57536	BUCK COMPANY	00476 FL. BODY CASTING	\$5,025
10/3/1996	57536	BUCK COMPANY	00477 PL. COVER CASTING	\$3,325
12/23/1996	57823	BUCK COMPANY	00562 FL. BODY CASTING	\$3,000
12/23/1996	57823	BUCK COMPANY	00563 COVER CASTING	\$2,495
3/21/1997	57536	BUCK COMPANY	00475 CASTING	
3/21/1997	57536	BUCK COMPANY	00476 CASTING	
3/21/1997	57536	BUCK COMPANY	00477 CASTING	
3/21/1997	57823	BUCK COMPANY	00562 CASTING	
3/21/1997	57823	BUCK COMPANY	00563 CASTING	
6/10/1997	60933	BUCK COMPANY	00467 CASTING	
7/15/1997	59420	BUCK COMPANY	00464 CASTING	
8/13/1998	59420	BUCK COMPANY	00468 CASTING	
8/5/1993		BUSHING INC.	46811, 45618	
		1967 ROCHESTER IND. DRIVE		
		ROCHESTER HILLS, MI 48309		
		BUSHING INC.	46811	\$1,350
10/9/1995	56185	CARBO FORGE	00406 FORGING	
		150 STATE ST. RTE. 523		
		FREEMONT, OH 43420		
		CASTING IND	00384 CASTING	
		7745 W. 8 MILE RD.		
		DETROIT, MI 48221		
		CASTING IND	00385 CASTING	
7/8/2002	713800	CENTRAL GEAR	78372	
		540 AJAX DRIVE		
		MADISON HTS., MI 48071		
5/23/2001	707947	COLUMBIA GEAR	51862, 51847	\$61,300
		530 COUNTY RD 50		
		AVON, MN 56310		
5/23/2001	707948	COLUMBIA GEAR	51372	
5/23/2001	708948	COLUMBIA GEAR	51807	\$61,300
4/4/1996	56991	D & J MFG.	46800 SHOE SHAFT	\$400
		25201 HOOVER ROAD		
		WARREN, MI 48089		
7/12/1996	57296	D & J MFG.	46728 SHOE SHAFT	\$300
4/24/1998	59622	D & J MFG.	80029 ADJ. THREADED END	\$400
4/24/1998	59622	D & J MFG.	80129 ACTUATOR CAM	\$150
4/24/1998	59622	D & J MFG.	80136 KNURLED STUD	\$300
5/12/1999	60948	D & J MFG.	46651	
6/27/1999	60757	D & J MFG.	85067	
7/9/1999	61024	D & J MFG.	80082	\$250
		DAEWOO INTERNATIONAL	80010	\$500
		233 SOUTH WACKER DR		
		SUITE 9410		

Tractech Inc.
PRODUCTION TOOLING
as of February 2003

DATE	P.O. NO.	VENDOR	DESCRIPTION (MODEL-P/N)	COST
		CHICAGO, IL 60606		
		DAEWOO INTERNATIONAL	80011	\$500
4/5/1991	51586	DECO PRODUCTS	46286	
		506 SANFORD STREET		
		DECORAH, IA 52101		
10/25/1995	56416	DRESCHER- NO LONGER IN BUSINESS	CUTTERS	\$250.00
11/15/1995	56578	DUBUQUE STAMPING	BRONZE TH. WASHER 90998	\$3,675
		32ND & JACKSON ST.		
		DUBUQUE, IA 52004		
11/16/1995	55567	DUBUQUE STAMPING	90902	\$9,725
2/23/1996	56578	DUBUQUE STAMPING	90998	\$3,576
5/6/1993	53139	EATON CORP.	90714	
		4200 HIGHWAY 30 EAST		
		KEARNEY, NE 68847		
8/23/1993	53429	EATON CORP.	90732	
9/22/1993	53771	EATON CORP.	90676	
9/22/1993	53771	EATON CORP.	90691	
9/22/1993	53772	EATON CORP.	90694	
9/22/1993	53772	EATON CORP.	90709	
11/3/1994	54665	EATON CORP.	90641	\$1,025
11/3/1994	54664	EATON CORP.	90658	\$1,365
1/16/1995	56109	EATON CORP.	91113, 91115	\$3,532
4/6/1995	55553	EATON CORP.	90675	
4/6/1995	55553	EATON CORP.	90693	
4/6/1995	55685	EATON CORP.	90917	\$2,397
4/6/1995	55685	EATON CORP.	90918	\$1,972
6/14/1995	55263	EATON CORP.	91006	\$1,750
6/14/1995	55263	EATON CORP.	91007	\$4,000
11/17/1995	55565	EATON CORP.	91075	\$9,795
11/17/1995	55564	EATON CORP.	90176	\$6,455
5/31/1996	57123	EATON CORP.	91178	\$6,547
7/16/1996	56739	EATON CORP.	91050	\$8,715
7/16/1996	56739	EATON CORP.	91051	\$5,488
8/29/1996	57079	EATON CORP.	91144	\$12,415
8/29/1996	57079	EATON CORP.	91145	\$7,970
1/22/1997	57577	EATON CORP.	91303	\$10,765
1/22/1997	57577	EATON CORP.	91304	
1/22/1997	57577	EATON CORP.	91305	\$2,025
3/2/1997	57485	EATON CORP.	91132	\$12,865
3/2/1997	57485	EATON CORP.	91133	\$9,485
5/5/1997	57986	EATON CORP.	91343	\$6,290
5/5/1997	57986	EATON CORP.	91344	\$2,025
8/6/1997	58302	EATON CORP.	91376	\$5,840
8/6/1997	58303	EATON CORP.	91455	\$5,840
4/2/1998	59239	EATON CORP.	91488	\$700
12/2/1992	52669	EATON CORP.	70659	
12/2/1992	52669	EATON CORPORATION	70673	
12/2/1992	52699	EATON CORPORATION	70676	

Tractech Inc.
PRODUCTION TOOLING
as of February 2003

DATE	P.O. NO.	VENDOR	DESCRIPTION (MODEL-P/N)	COST
12/2/1992	52681	EATON CORPORATION	70691	
2/5/1996	56739	EATON CORPORATION	91050 SIDE GEAR	\$8,715
2/5/1996	56739	EATON CORPORATION	91051 PINION	\$5,488
2/15/1996	56758	EATON CORPORATION	91178 SIDE GEAR	\$6,547
5/24/1996	57079	EATON CORPORATION	91144 SIDE GEAR	\$12,415
5/24/1996	57079	EATON CORPORATION	91145 PINION	\$7,970
9/16/1996	57417	EATON CORPORATION	91113 SIDE GEAR	\$3,532
9/16/1996	57417	EATON CORPORATION	91115 PINION	\$2,007
9/18/1996	57485	EATON CORPORATION	91132 S. GEAR	\$12,865
9/18/1996	57485	EATON CORPORATION	91133 PINION	\$9,485
10/18/1996	57577	EATON CORPORATION	91303 SIDE GEAR	\$10,765
10/18/1996	57577	EATON CORPORATION	91304 SIDE GEAR	\$550
10/18/1996	57577	EATON CORPORATION	91305 PINION	\$2,025
2/5/1997	57986	EATON CORPORATION	913453 SIDE GEAR	\$6,290
2/5/1997	57986	EATON CORPORATION	91344 PINION	\$2,025
4/24/1997	58302	EATON CORPORATION	91455 SIDE GEAR SL 150	\$5,840
4/24/1997	58302	EATON CORPORATION	91376 SIDE GEAR SL 150	\$5,840
2/3/1998	59239	EATON CORPORATION	91488 SIDE GEAR	\$700
2/20/1995	55343	ELDORADO TOOL	50764	\$750
		70 RANKIN ST.		
		WATERLOO, ONTRIO N2V 1Y9		
2/20/1995	55343	ELDORADO TOOL	50765	\$750
2/23/1995	55117	ELDORADO TOOL	50890	
3/6/1995	55117	ELDORADO TOOL	50889	\$200
3/7/1995	55117	ELDORADO TOOL	50893	\$200
3/8/1995	55117	ELDORADO TOOL	50864	\$280
3/8/1995	55117	ELDORADO TOOL	50877	\$200
3/9/1995	55117	ELDORADO TOOL	50865	
4/5/1995	55551	ELDORADO TOOL	50824	
9/5/1995	55706	ELDORADO TOOL	90950	\$750
10/12/1995	56119	ELDORADO TOOL	91116	
10/18/1998	60225	ELDORADO TOOL	51177	
12/18/1998	60225	ELDORADO TOOL	51177	
5/14/1993	52998	ESTAD PRODUCTS	69428 RETAINER	
		1005 GRIGGS STREET		
		DANVILLE, IL 61832		
3/31/1995	55656	ESTAD PRODUCTS	70983	\$2,450
6/23/1998	59767	ESTAD PRODUCTS	69428 RETAINER - 162	\$2,800
6/4/1993	52846	F. E. MEYERS CASTING	00236 CASTING	
		750 EAST 9TH STREET		
		ASHLAND, OH 44805		
2/12/2003	52279	FIRST GEAR	52279 S. G. - BROACH - ELEC. D60	\$1,509
		7606 FREEDOM WAY		
		FORT WAYNE, IN 46818		
2/12/2003	51879	FIRST GEAR	51879 S. G. - BROACH- ELEC. D60	\$1,650
6/6/1996	57174	G & C FOUNDRY	00389 L. H. CSTG. 187SL-163A	\$8,295
		2806 W. MONROE ST.		
		SANDUSKY, OH 44870		

Tractech Inc.
PRODUCTION TOOLING
as of February 2003

DATE	P.O. NO.	VENDOR	DESCRIPTION (MODEL-P/N)	COST
6/12/1996	57185	G & C FOUNDRY	00431 R. H. CSTG. 187S-160A	\$5,195
8/25/1994	55108	GRUHLE	90903	
		25 GROFF PLACE UNIT 10		
		KITCHENER, ONT. N2E 2L6		
9/11/1995	55704	GRUHLE	90978	\$1,500
9/11/1995	55703	GRUHLE	91014	\$1,500
1/9/1996	56953	GRUHLE	91107 CASE ASSY	\$1,000
4/17/1996	56809	GRUHLE	50983	
4/15/2002	711325	GRUHLE	51980	\$2,000
4/17/2002	711681	GRUHLE	52189	\$4,000
8/9/2002	713153	GRUHLE	51581	
8/9/2002	713153	GRUHLE	52066	
0/15/2002	713900	GRUHLE	52207	
3/9/1998	29071	H & W MOLDERS	46687	
		2512 COLUMBUS ROAD, N.E.		
		CANTON, OH 44705		
4/17/1995	55785	HIGH TECH	65424 SPRING	
5/10/1993	52684	HOERBIGER	90618, 90619, 90620, 90820	
		229 ENTERPRISE DRIVE		
		AUBURN, AL 36830		
5/10/1993	52684	HOERBIGER	90802	
5/12/1993	52754	HOERBIGER	70648	
5/12/1993		HOERBIGER	70650	
5/12/1993	52842	HOERBIGER	70665	
5/12/1993	52842	HOERBIGER	70666	
5/12/1993	52842	HOERBIGER	70667	
5/12/1993		HOERBIGER	70805	
5/12/1993	52842	HOERBIGER	70806	
1/17/1996	57677	HOERBIGER	90901	
1/17/1996	57677	HOERBIGER	90906	
1/27/1996	57677	HOERBIGER	90900	
1/13/1994	55111	HY TECH SPRING	90948	
		950 LINCOLN PARKWAY		
		PLAINWELL, MI 49080		
1/13/1994	55162	HY TECH SPRING	90979	
12/8/1994	55164	HY TECH SPRING	90928	
12/8/1994	55164	HY TECH SPRING	90929	
12/8/1994	55164	HY TECH SPRING	90930	
12/8/1994	55176	HY TECH SPRING	90971	
2/16/1994	55180	HY TECH SPRING	90976	\$750
2/16/1994	55179	HY TECH SPRING	90981	\$750
2/16/1994	55182	HY TECH SPRING	91018	\$750
1/12/1995	52269	HY TECH SPRING	91013	
1/12/1995	55269	HY TECH SPRING	91014	\$750
7/25/1995	55179	HY TECH SPRING	90981	\$750
	10/8/2001	HY TECH SPRING	41160 SPRING	
1/15/1995	56579	HYDRO COMPONENTS	PLASTIC TH. WASHER 90998	\$2,497
		2959 HART DRIVE		

Tractech Inc.
PRODUCTION TOOLING
as of February 2003

DATE	P.O. NO.	VENDOR	DESCRIPTION (MODEL-P/N)	COST
		FRANKLIN PARK, IL 60131		
1/10/1996	56951	HYDRO COMPONENTS	91096 PLASTIC TH. WASHER	\$2,400
3/12/1996	56579	HYDRO COMPONENTS	90998P	\$2,497
11/25/1997		INDUCTION PROCESSING	51273, 51274	
		24872 GIBSON		
		WARREN, MI 48089		
8/9/2002	713153	INLAND LAKES	51697	\$400
		314 HAYNES ST.		
		CADILLAC, MI 49601		
8/1/2002	713754	INVEST CAST	00925 CASTING	
		716 39TH AVE. NORTHEAST		
		MINNEAPOLIS, MN 55421		
8/1/2002		INVEST CAST	00926 CASTING	
4/22/2002	713009	INVEST CAST INC.	51894	\$5,980
4/22/2002	713009	INVEST CAST INC.	51901	\$8,395
8/1/2002	713754	INVEST CAST INC.	52047	\$7,480
8/1/2002	713109	INVEST CAST INC.	52048	\$6,960
4/26/1995		J & J PATTERN	00330 CASTING	
		1780 11 MILE ROAD		
		MADISON HTS., MI 48071		
4/26/1995		J & J PATTERN	00327 CASTING	
10/5/1995	56381	J & J PATTERN	00420 CASTING	
10/5/1995	56381	J & J PATTERN	00421 CASTING	
10/5/1995	56381	J & J PATTERN	00422 CASTING	
10/5/1995	56381	J & J PATTERN	00423 CASTING	
1/2/1996	56707	J & J PATTERN	00293 187C.H.-167A(PROTO)	\$2,600
1/2/1996	56707	J & J PATTERN	00294 187 C.H.-167A (PROTO)	\$3,000
2/15/1996	56757	J & J PATTERN	00429 CASTING	\$3,250
2/15/1996	56757	J & J PATTERN	00430 CASTING	\$2,800
2/20/1996	56807	J & J PATTERN	00394 CASTING	
3/21/1996	56841	J & J PATTERN	FL. BODY CASTING 00478	\$2,400
3/21/1996	56854	J & J PATTERN	COVER CASTING 00479	\$1,800
3/29/1996	56854	J & J PATTERN	00478 CASTING	
3/29/1996	56854	J & J PATTERN	00479 CASTING	
5/30/1996	57085	J & J PATTERN	00221 RLSD CASTING	\$2,800
9/24/1999		J & J PATTERN	00791 CASTING	
9/24/1999	701452	J & J PATTERN	00792 CASTING	
	56576	J & J PATTERN	00390 CASTING	\$3,800
5/5/1997	58366	J. J. PATTERN	00592 CASTING 225SL-105A	\$2,200
5/5/1997	58366	J.J. PATTERN	00593 CASTING 225SL-105A	\$1,800
7/1/1981		JACKSON DROP FORGE	67150 FORGING	
		2001 WELLWORTH AVE.		
		JACKSON, MI 49203		
7/1/1981		JACKSON DROP FORGE	67151FORGING	
7/1/1981		JACKSON DROP FORGE	67152 FORGING	
7/1/1981		JACKSON DROP FORGE	67153 FORGING	
7/1/1981		JACKSON DROP FORGE	67194 FORGING	
7/1/1981		JACKSON DROP FORGE	67196 FORGING	

Tractech Inc.
PRODUCTION TOOLING
as of February 2003

DATE	P.O. NO.	VENDOR	DESCRIPTION (MODEL-P/N)	COST
7/1/1981		JACKSON DROP FORGE	67197 FORGING	
7/1/1981		JACKSON DROP FORGE	67195 FORGING	
		JACKSON DROP FORGE	00608 FORGING	
		JACKSON DROP FORGE	0927 FORGING	
		JACKSON DROP FORGE	01723 FORGING	
		JACKSON DROP FORGE	02624 FORGING	
		JACKSON DROP FORGE	04819 FORGING	
		JACKSON DROP FORGE	67487 FORGING	
		JACKSON DROP FORGE	68603 FORGING	
8/18/1999	700921	JET GAGE	66248	
		31265 KENDALL		
		FRASER, MI 48026		
10/24/2002	713012	JET GAGE	51896	
11/21/1991		KINGSBURY CASTING	00342 CASTING	
		P. O. BOX 639		
		LAPORTE, IN 46350		
11/25/1991		KINGSBURY CASTING	00313 CASTING	
11/25/1991		KINGSBURY CASTING	00314 CASTING	
		LAKE CITY FORGE	00126 FORGING	\$650
		5566 JENEMA BLVD.		
		LAKE CITY, MI 49651		
		LAKE CITY FORGE	00127 FORGING	\$1,800
7/1/1981		LEFERE FORGE	06154 FORGING	
		665 HUPP AVENUE		
		JACKSON, MI 49203		
2/28/1992	52178	LEFERE FORGE	06154 FORGING	\$2,400
11/23/1992	52686	LEFERE FORGE	00022 FORGING - REWORK	\$400
2/10/1993	52854	LEFERE FORGE	00231 FORGING	\$2,400
6/14/1993	53143	LEFERE FORGE	00234 FORGING	\$2,400
6/18/1993	52862	LEFERE FORGE	00225 FORGING	\$600
6/18/1993	52671	LEFERE FORGE	00228 FORGING	
10/21/1993	58371	LEFERE FORGE	00211 FORGING	\$2,800
12/7/1993	53871	LEFERE FORGE	00211 FORGING	\$2,800
1/4/1994	53871	LEFERE FORGE	00212 FORGING	\$2,400
1/24/1994	55043	LEFERE FORGE	00255 FORGING - MODIFY	\$2,400
7/15/1994	54986	LEFERE FORGE	00316 FORGING	\$2,400
8/26/1994	54986	LEFERE FORGE	00316 FORGING	
9/6/1994	55121	LEFERE FORGE	00311 FORGING	
9/26/1994	55169	LEFERE FORGE	00320 FORGING	\$2,400
9/26/1994	55172	LEFERE FORGE	00323 FORGING	\$2,400
10/3/1994	55169	LEFERE FORGE	00320 FORGING	\$2,400
5/2/1995	55773	LEFERE FORGE	00326 FORGING	\$2,600
5/12/1995	55899	LEFERE FORGE	00376 FORGING	
1/9/1996	56948	LEFERE FORGE	00393 ACT. HSG. FORGING	\$2,800
2/2/1996	56741	LEFERE FORGE	00355 ACT. HSG. FORGING	\$3,000
2/2/1996	56741	LEFERE FORGE	00356 CASE BODY FORGING	\$2,400
2/2/1996	56741	LEFERE FORGE	00357 CASE COVER FORGING	\$3,000
3/13/1996	56741	LEFERE FORGE	00356 FORGING	\$2,400

Tractech Inc.
PRODUCTION TOOLING
as of February 2003

<u>DATE</u>	<u>P.O. NO.</u>	<u>VENDOR</u>	<u>DESCRIPTION (MODEL-P/N)</u>	<u>COST</u>
5/21/1996	57071	LEFERE FORGE	00444 ACT. HSG. FORGING	\$2,600
6/19/1996	57158	LEFERE FORGE	00469 ACT. HSG. FORGING	\$2,600
7/12/1996	57071	LEFERE FORGE	00444 FORGING	\$2,600
8/20/1996	57158	LEFERE FORGE	00469 FORGING	\$2,600
8/21/1996	57420	LEFERE FORGE	00536 FORGING	\$3,800
8/21/1996	57420	LEFERE FORGE	00536 HSG. FORGING - CLARK	\$3,800
10/7/1996	57420	LEFERE FORGE	00536 FORGING	
11/11/1996	60149	LEFERE FORGE	00655 FORGING	\$2,400
2/26/1997	58061	LEFERE FORGE	00583 FORGING	\$2,800
2/26/1997	58061	LEFERE FORGE	00584 FORGING	\$2,400
2/12/1998	59011	LEFERE FORGE	00576 FORGING	
2/18/1998	59011	LEFERE FORGE	00609 FORGING	
9/25/1998	59987	LEFERE FORGE	00608 FORGING BODY	\$500
9/25/1998	59987	LEFERE FORGE	00610 FORGING BODY	\$500
12/22/1998	59987	LEFERE FORGE	00577 FORGING	
12/22/1998	59987	LEFERE FORGE	00608 FORGING	\$500
12/22/1998	59987	LEFERE FORGE	00610 FORGING	\$500
12/22/1998	60149	LEFERE FORGE	00655 FORGING	\$2,400
6/17/1999	60679	LEFERE FORGE	00583 FORGING	
6/17/1999	60679	LEFERE FORGE	00584 FORGING	\$2,400
7/8/2001		LEFERE FORGE	05702 FORGING	
9/27/2001	710433	LEFERE FORGE	00854 FORGING	\$3,200
10/3/2001	710391	LEFERE FORGE	00895 FORGING	\$4,200
10/3/2001	710433	LEFERE FORGE	00817 FORGING	\$2,600
10/3/2001	710433	LEFERE FORGE	00819 FORGING	\$2,200
10/3/2001	710433	LEFERE FORGE	00855 FORGING	\$2,500
10/3/2001		LEFERE FORGE	00895 FORGING	\$4,200
10/3/2001	710391	LEFERE FORGE	00897 FORGING	\$4,200
1/18/2001	711098	LEFERE FORGE	00917 FORGING	\$3,800
1/18/2001	711098	LEFERE FORGE	00898 FORGING	
1/28/2001	711098	LEFERE FORGE	00896 FORGING	
1/28/2001	711098	LEFERE FORGE	00898 FORGING	
1/16/2002	711661	LEFERE FORGE	00850 FORGING	\$3,200
2/26/2002	711661	LEFERE FORGE	00850 FORGING	
2/26/2002	710433	LEFERE FORGE	00854 FORGING	\$3,200
5/23/2002	713581	LEFERE FORGE	00930 FORGING	\$3,400
5/23/2002	713581	LEFERE FORGE	00931 FORGING	\$2,800
5/24/2002	713899	LEFERE FORGE	00924 FORGING	\$1,700
8/6/2002	713899	LEFERE FORGE	00924 FORGING	
3/23/2002	714357	LEFERE FORGE	00931 FORGING	\$800
3/23/2002	714357	LEFERE FORGE	00931 FORGING	\$800
3/27/2002	710433	LEFERE FORGE	00855 FORGING	\$2,500
		LEFERE FORGE	00222 FORGING	
		LEFERE FORGE	00225 FORGING	
		LEFERE FORGE	00228 FORGING	
		LEFERE FORGE	00231 FORGING	
		LEFERE FORGE	00234 FORGING	
		LEFERE FORGE	00242 FORGING	

Tractech Inc.
PRODUCTION TOOLING
as of February 2003

<u>DATE</u>	<u>P.O. NO.</u>	<u>VENDOR</u>	<u>DESCRIPTION (MODEL-P/N)</u>	<u>COST</u>
		LEFERE FORGE	00263 FORGING	
		LEFERE FORGE	00817 FORGING	
		LEFERE FORGE	00819 FORGING	
		LEFERE FORGE	00897 FORGING	
		LEFERE FORGE	00918 FORGING	
		LEFERE FORGE	00502 FORGING	
		LEFERE FORGE	06846 FORGING	
		LEFERE FORGE	07487 FORGING	
8/24/1995	55552	LYON GEAR	50827	
		4371 TERRITORIAL ROAD		
		ROCHESTER, MI		
8/24/1995	55552	LYON GEAR	50828	
8/24/1995	55112	LYON GEAR	50866,50867, 50868	\$13,600
8/24/1995	55112	LYON GEAR	50869	\$7,850
8/24/1995	55112	LYON GEAR	50887, 50888	\$13,500
8/24/1995	55982	LYON GEAR	50908	
8/24/1995	55982	LYON GEAR	50909	
8/24/1995	55429	LYON GEAR	50697	
8/24/1995	55429	LYON GEAR	50698	
8/24/1995	55429	LYON GEAR	50699	\$2,300
8/24/1995		LYON GEAR	50700	\$8,720
8/24/1995	55429	LYON GEAR	50719	
8/24/1995	55429	LYON GEAR	50720	
8/24/1995	55429	LYON GEAR	50723	\$1,050
8/24/1995	55429	LYON GEAR	50724	
8/24/1995	55429	LYON GEAR	50744, 50745	\$12,850
10/25/1995	56543	LYON GEAR	T/T S.G. 50897,50894	\$3,900
10/25/1995	56543	LYON GEAR	T/T PINIONS 50895,50896	\$2,300
12/19/1995	56813	LYON GEAR	S.G. 50985,50986	\$2,800
12/19/1995	56813	LYON GEAR	PINION 50988,50989	\$2,300
1/11/1996	56960	LYON GEAR	50975,50976 S. G.	\$2,610
1/11/1996	56960	LYON GEAR	50979, 50980 PINION	\$2,100
5/3/1996	57203	LYON GEAR	S.G. 51020,41021,51022,51023	\$3,950
5/20/1996	56543	LYON GEAR	50894	\$3,900
5/20/1996	56543	LYON GEAR	50895	\$2,300
5/20/1996	56543	LYON GEAR	50896	
5/20/1996	56543	LYON GEAR	50897	\$3,900
6/7/1996	56960	LYON GEAR	50975	\$2,600
6/7/1996	56960	LYON GEAR	50976	
6/7/1996	56813	LYON GEAR	50985	
6/7/1996	56813	LYON GEAR	50986	
6/7/1996	56813	LYON GEAR	50988	\$2,300
6/7/1996	56813	LYON GEAR	50989	
6/7/1996	57203	LYON GEAR	51020	
6/7/1996	57203	LYON GEAR	51022	
7/15/1996	57258	LYON GEAR	51004,51005 SIDE GEAR	\$3,885
7/15/1996	57258	LYON GEAR	51059,51050 PINION	\$3,885
9/11/1996	57480	LYON GEAR	51074, 51075 SIDE GEAR	\$6,240

Tractech Inc.
PRODUCTION TOOLING
as of February 2003

<u>DATE</u>	<u>P.O. NO.</u>	<u>VENDOR</u>	<u>DESCRIPTION (MODEL-P/N)</u>	<u>COST</u>
9/11/1996	57480	LYON GEAR	51076 PINION	\$2,500
10/11/1996	57572	LYON GEAR	51011, 51012 SIDE GEARS	\$2,137
10/11/1996	57572	LYON GEAR	51033, 51034 SIDE GEARS	\$2,137
2/12/1996	57260	LYON GEAR	51045	\$3,600
2/12/1996	57260	LYON GEAR	51046	
2/12/1996	57260	LYON GEAR	51049	\$3,885
2/12/1996	57260	LYON GEAR	51050	
2/16/1996	57736	LYON GEAR	51133,51134 SIDE GEAR, KIA 2.5	\$3,000
2/17/1996	57522	LYON GEAR	57105	\$275
2/17/1996	57522	LYON GEAR	57105	
2/17/1996	57522	LYON GEAR	57106	
1/3/1997	57572	LYON GEAR	51001, 51012	
1/30/1997	57518	LYON GEAR	50996	\$1,700
1/30/1997	57517	LYON GEAR	51027	
1/30/1997	57572	LYON GEAR	51033	\$2,137.50
1/30/1997	57572	LYON GEAR	51034	
1/30/1997	57480	LYON GEAR	51074	\$6,240
1/30/1997	57480	LYON GEAR	51076	\$2,500
1/30/1997	57480	LYON GEAR	51077	
2/28/1997	57572	LYON GEAR	51001	\$2,137.50
2/28/1997	57572	LYON GEAR	51012	
2/28/1997	57736	LYON GEAR	51133	
2/28/1997	57736	LYON GEAR	51134	
5/29/1997	58499	LYON GEAR	50955,50956 SIDE GEAR	\$950
1/30/1998	58499	LYON GEAR	50955	\$950
1/30/1998	58499	LYON GEAR	50956	
6-7-9-6	57260	LYON GEAR	51044	
7/29/2002	714147	MAXTECH POWDER METAL	41182 SHOE BODY	\$19,000
		4800 RIDEAU ST.		
		QUEBEC, QUEBEC G1P 4P4		
12/18/2002	714694	METAL POWDER PRODUCTS	41094 SHOE BODY	\$540
		150 FORD ROAD		
		ST. MARYS, PA 15857-2931		
2/18/1997	57506	MIDWEST BRAKE	00542 SHOE BLANK	\$7,911
		26255 GROESBECK HWY.		
		WARREN, MI 48089		
2/18/1997	57623	MIDWEST BRAKE	00559 SHOE BLANK	
9/17/1998	59141	MIDWEST SPRING	46812	\$2,700
		1935 E. LAKETON AVE.		
		MUSKEGON, MI 49442		
		MIDWEST SPRING	46686, 46809	
10/14/1998	59803	MID-WEST SPRING	98151	
6/29/1998	59803	MID-WEST SPRING.	46822 LEAF SPRING	\$2,700
1/24/1985		NEW INDUSTRIAL	66769	\$2,050
		12325 WEST SAMPLE RD.		
		CORAL SPRINGS, FL. 33065		
4/6/1999	60715	NEWAY STAMPING	71658	
		P.O. Box 1023		

Tractech Inc.
PRODUCTION TOOLING
as of February 2003

<u>DATE</u>	<u>P.O. NO.</u>	<u>VENDOR</u>	<u>DESCRIPTION (MODEL-P/N)</u>	<u>COST</u>
		WILLOUGHBY, OH 44096		
11/21/1996	57697	PECK ENGINEERING	41005	\$150
		12660 FARLEY		
		REDFORD, MI 48239		
8/21/1996	57421	PENN GEAR	30,058,300,593,005,300,000	\$8,712
		ONE CABOT BLVD. EAST		
		LANGHORNE, PA 19047		
8/21/1996	57421	PENN GEAR	30058 GEAR - CLARK	\$8,712
	57421	PENN GEAR	30057	
	57421	PENN GEAR	30058	\$8,712
	57421	PENN GEAR	30059	
10/2/1993	53612	PIER FOUNDRY	00210 CASTING	
		51 STATE STREET		
		ST. PAUL, MN 55107		
2/18/1993	52771	PIER FOUNDRY	00213 CASTING	
4/20/1993	52858	PIER FOUNDRY	00238 CASTING	
6/15/1993	53160	PIER FOUNDRY	00240 CASTING	
7/22/1993	53419	PIER FOUNDRY	00698 CASTING	\$3,400
7/23/1993	53419	PIER FOUNDRY	00699 CASTING	\$2,850
10/7/1993	53612	PIER FOUNDRY	00237 CASTING	
10/18/1993	52682	PIER FOUNDRY	00233 CASTING	\$3,700
11/30/1993	53597	PIER FOUNDRY	00232 CASTING	
11/30/1993	53623	PIER FOUNDRY	00235 CASTING	
3/25/1994	54436	PIER FOUNDRY	00224 CASTING	
3/25/1994	54436	PIER FOUNDRY	00227 CASTING	
5/3/1994	54325	PIER FOUNDRY	00223 CASTING	
5/3/1994	54326	PIER FOUNDRY	00226 CASTING	
5/3/1994	54327	PIER FOUNDRY	00229 CASTING	
9/6/1994	55438	PIER FOUNDRY	00310 CASTING	\$3,400
2/20/1995	55565	PIER FOUNDRY	00331 CASTING	\$2,450
2/24/1995	55545	PIER FOUNDRY	00353 CASTING	\$4,500
5/26/1995	55787	PIER FOUNDRY	00370 CASTING	
5/26/1995	55787	PIER FOUNDRY	00371 CASTING	
11/16/1995	55714	PIER FOUNDRY	00340 CASTING	\$6,100
11/16/1995		PIER FOUNDRY	00346 CASTING	\$5,350
2/13/1995	56808	PIER FOUNDRY	COVER 00395	\$3,850
2/6/1996	56808	PIER FOUNDRY	00395 CASTING	\$3,850
4/12/1996	57194	PIER FOUNDRY	00453 CASE HSG. COVER	\$6,600
4/12/1996	57194	PIER FOUNDRY	00454 CASTING	\$4,700
5/3/1996	57204	PIER FOUNDRY	00457 CASTING	\$4,975
5/9/1996	57210	PIER FOUNDRY	00430 CASTING	\$4,475
5/15/1996	57066	PIER FOUNDRY	00445, 00446 CASTING	\$11,750
6/11/1996	51184	PIER FOUNDRY	00432 CASTING	\$5,450
6/17/1996	57194	PIER FOUNDRY	00453 CASTING	\$6,600
6/19/1996	57156	PIER FOUNDRY	00471 CASTING	\$4,400
7/11/1996	57066	PIER FOUNDRY	00445 CASTING	\$6,900
7/11/1996	57066	PIER FOUNDRY	00466 CASTING	\$4,850
7/25/1996	57327	PIER FOUNDRY	00437 CASTING 162SL	\$4,950

Tractech Inc.
PRODUCTION TOOLING
as of February 2003

DATE	P.O. NO.	VENDOR	DESCRIPTION (MODEL-P/N)	COST
7/25/1996	57327	PIER FOUNDRY	00439 CASTING	\$4,950
8/14/1996	57156	PIER FOUNDRY	00471 CASTING	\$4,400
8/21/1996	57259	PIER FOUNDRY	00505 CASTING	\$7,600
8/21/1996	57259	PIER FOUNDRY	00506 CASTING	\$5,200
9/5/1996	57465	PIER FOUNDRY	00499 CASTING	\$5,400
9/5/1996	57465	PIER FOUNDRY	00500 CASTING	\$3,800
10/15/1996	57259	PIER FOUNDRY	00506 CASTING	\$5,200
10/18/1996	57579	PIER FOUNDRY	00428 C. H. CASTING	\$4,350
10/18/1996	57579	PIER FOUNDRY	00451 C. H. CASTING	\$4,675
11/11/1996	57418	PIER FOUNDRY	00396 CASTING	
11/14/1996	57685	PIER FOUNDRY	00549 CASTING	\$6,600
11/14/1996	57685	PIER FOUNDRY	00550 CASTING	\$4,850
11/18/1996	57327	PIER FOUNDRY	00438 CASTING	
1/4/1997	57790	PIER FOUNDRY	00260 CASTING	\$1,850
1/10/1997	57974	PIER FOUNDRY	00532 CASTING	\$3,650
1/10/1997	57974	PIER FOUNDRY	00541 CASTING	\$4,750
1/30/1997	57974	PIER FOUNDRY	00531 CASTING	\$4,750
2/13/1997	57571	PIER FOUNDRY	00428 CASTING	
2/13/1997	57579	PIER FOUNDRY	00451 CASTING	\$4,675
2/28/1997	58115	PIER FOUNDRY	00578 FORGING	\$3,200
2/28/1997	58115	PIER FOUNDRY	00586 FORGING	\$3,200
3/18/1997	58102	PIER FOUNDRY	00431 CASTING	\$5,195
3/31/1997	58115	PIER FOUNDRY	00578 CASTING	\$3,200
3/31/1997	58115	PIER FOUNDRY	00586 CASTING	\$6,850
3/31/1997	57966	PIER FOUNDRY	00498 CASTING	\$5,600
4/24/1997	58299	PIER FOUNDRY	00539 CASTING	\$6,600
4/24/1997	58299	PIER FOUNDRY	00540 CASTING	\$5,650
4/24/1997	58300	PIER FOUNDRY	00585 CASTING	\$6,850
4/24/1997	58300	PIER FOUNDRY	00594 CASTING	\$5,750
6/16/1997	58520	PIER FOUNDRY	00698 - 187S	\$5,950
6/16/1997	58520	PIER FOUNDRY	00699 - 187	\$5,350
7/1/1997		PIER FOUNDRY	00508 CASTING	\$508
7/7/1997		PIER FOUNDRY	00594 CASTING	\$5,750
11/14/1997	59008	PIER FOUNDRY	00607 CASTING	\$4,150
11/14/1997	59008	PIER FOUNDRY	00605 CASTING	\$5,650
11/14/1997	59008	PIER FOUNDRY	00606 CASTING	\$4,150
11/14/1997	59008	PIER FOUNDRY	00607 CASTING	\$4,150
12/16/1997	58902	PIER FOUNDRY	00367 CASTING	
2/23/1998	59344	PIER FOUNDRY	00386 CASTING	\$5,600
2/23/1998	59344	PIER FOUNDRY	00388 CASTING	\$4,150
2/23/1998	59344	PIER FOUNDRY	00624 CASTING	\$5,600
2/23/1998	59344	PIER FOUNDRY	00625 CASTING	\$4,150
6/23/1998	59654	PIER FOUNDRY	00634 CASTING	
11/12/1998	59995	PIER FOUNDRY	00635 CASTING	\$7,000
11/12/1998	59995	PIER FOUNDRY	00636 CASTING	\$6,000
		PIER FOUNDRY	03764 CASTING	
		PIER FOUNDRY	00155 CASTING	
		PIER FOUNDRY	00156 CASTING	

Tractech Inc.
PRODUCTION TOOLING
as of February 2003

DATE	P.O. NO.	VENDOR	DESCRIPTION (MODEL-P/N)	COST
		PIER FOUNDRY	00169 CASTING	
		PIER FOUNDRY	00170 CASTING	
		PIER FOUNDRY	00171 CASTING	
		PIER FOUNDRY	00172 CASTING	
		PIER FOUNDRY	00173 CASTING	
		PIER FOUNDRY	00193 CASTING	
		PIER FOUNDRY	00214 CASTING	
	54436	PIER FOUNDRY	00230 CASTING	
		PIER FOUNDRY	00257 CASTING	
		PIER FOUNDRY	00258 CASTING	
		PIER FOUNDRY	00259 CASTING	
		PIER FOUNDRY	00262 CASTING	
		PIER FOUNDRY	00268 CASTING	
		PIER FOUNDRY	00269 CASTING	
		PIER FOUNDRY	00281 CASTING	
		PIER FOUNDRY	00282 CASTING	
		PIER FOUNDRY	00283 CASTING	
		PIER FOUNDRY	00294 CASTING	
		PIER FOUNDRY	00363 CASTING	
		PIER FOUNDRY	00372 CASTING	
	56051	PIER FOUNDRY	00382 CASTING	\$5,600
	56051	PIER FOUNDRY	00383 CASTING	\$5,400
		PIER FOUNDRY	00397 CASTING	
		PIER FOUNDRY	00421 CASTING	
	57204	PIER FOUNDRY	00426 CASTING	\$4,650
		PIER FOUNDRY	00429 CASTING	\$4,850
		PIER FOUNDRY	00435 CASTING	
		PIER FOUNDRY	00464 CASTING	
		PIER FOUNDRY	00467 CASTING	
		PIER FOUNDRY	00468 CASTING	
		PIER FOUNDRY	00475 CASTING	
		PIER FOUNDRY	00477 CASTING	
	57259	PIER FOUNDRY	00508 CASTING	\$7,600
		PIER FOUNDRY	00633 CASTING	
		PIER FOUNDRY	00789 CASTING	
		PIER FOUNDRY	00790 CASTING	
		PIER FOUNDRY	00798 CASTING	
		PIER FOUNDRY	00799 CASTING	
		PIER FOUNDRY	00800 CASTING	
		PIER FOUNDRY	00801 CASTING	
		PIER FOUNDRY	02496 CASTING	
		PIER FOUNDRY	02497 CASTING	
		PIER FOUNDRY	02832 CASTING	
		PIER FOUNDRY	02833 CASTING	
		PIER FOUNDRY	09308 CASTING	
		PIER FOUNDRY	09309 CASTING	
		PIER FOUNDRY	5" BILLET	
		PIER FOUNDRY	6 3/4" BILLET	

Tractech Inc.
PRODUCTION TOOLING
as of February 2003

DATE	P.O. NO.	VENDOR	DESCRIPTION (MODEL-P/N)	COST
		PIER FOUNDRY	7 1/4" BILLET	
		PIER FOUNDRY	X00798 CASTING	
		PIER FOUNDRY	X00800 CASTING	
		PIER FOUNDRY	X51710 CASTING	
2/30/2002	714808	PIER FOUNDRY	00171 CASTING - FL. BODY	\$6,800
2/30/2002	714808	PIER FOUNDRY	00468 CASTING - COVER	\$4,700
2/30/2002	714809	PIER FOUNDRY	00464 CASTING - COVER	\$4,700
4/23/1991	51556	PIONEER TOOL	50713	
		1363 TRIPLETT BLVD.		
		AKRON, OH 44306		
4/23/1991	51556	PIONEER TOOL	50717	\$975
1/17/1993	53554	PIONEER TOOL	45669	
2/14/1994	55274	PIONEER TOOL	90904	\$5,600
5/5/1997	58369	PIONEER TOOL	80098 FINEBLANK DIE	\$12,500
2/3/1998	58369	PIONEER TOOL	80098	
5/31/2000	704265	PIONEER TOOL	45172	
		PIONEER TOOL	80073 MOUNTING PLATE	\$1,350
		PIONEER TOOL	80126	\$1,350
		PIONEER TOOL	80158	\$1,350
		PIONEER TOOL	80201 MOUNTING PLATE	\$1,350
		PIONEER TOOL	80217 MOUNTING PLATE	\$1,350
7/1/1981		PORTLAND FORGE	06345 FORGING	
		P.O. BOX 905		
		PORTLAND, IN 47371		
5/2/1999	60725	PRAEFKE BRAKE	80266	
		133 OAK STREET		
		WEST BEND, WI 53095		
10/27/1993	53662	PROGRESSIVE STAMPING	80421	
		1139 BRITAIN ROAD		
		AKRON, OH 44305		
10/27/1993	53662	PROGRESSIVE STAMPING	80423	
10/7/1993	53662	PROGRESSIVE STAMPING	80420	
10/17/1993	53662	PROGRESSIVE STAMPING	80415	
10/27/1993	53662	PROGRESSIVE STAMPING	80422	
		PROSPECT FOUNDRY	00144 CASTING	\$3,950
		1225 NE WINTER STREET		
		MINNEAPOLIS, MN 55413		
		PROSPECT FOUNDRY	00145 CASTING	\$2,950
		PROSPECT FOUNDRY	00139 CASTING	\$5,200
		PROSPECT FOUNDRY	05658 CASTING	
		PROSPECT FOUNDRY	05659 CASTING	
		PROSPECT FOUNDRY	02496 CASTING	
		PROSPECT FOUNDRY	01430 CASTING	
		PROSPECT FOUNDRY	01390 CASTING	
		PROSPECT FOUNDRY	03364 CASTING	
		PROSPECT FOUNDRY	03089 CASTING	
		PROSPECT FOUNDRY	01391 CASTING	
		PROSPECT FOUNDRY	02832 CASTING	

Tractech Inc.
PRODUCTION TOOLING
as of February 2003

DATE	P.O. NO.	VENDOR	DESCRIPTION (MODEL-P/N)	COST
		PROSPECT FOUNDRY	02833 CASTING	
		PROSPECT FOUNDRY	07262 CASTING	
		PROSPECT FOUNDRY	00203 CASTING	
		PROSPECT FOUNDRY	06886 CASTING	
		PROSPECT FOUNDRY	06887 CASTING	
		PROSPECT FOUNDRY	03906 CASTING - 187	
		PROSPECT FOUNDRY	02497 CASTING - 225	
		PROSPECT FOUNDRY	08663 CASTING - 225	
		PROSPECT FOUNDRY	05946 CASTING	
		PROSPECT FOUNDRY	05947 CASTING	
		PROSPECT FOUNDRY	09821 CASTING	
		PROSPECT FOUNDRY	01390 CASTING	
		PROSPECT FOUNDRY	08494 CASTING	
		PROSPECT FOUNDRY	08501 CASTING	
		PROSPECT FOUNDRY	03764 CASTING	
		PROSPECT FOUNDRY	03089 FORGING	
		PROSPECT FOUNDRY	05658 CASTING	
		PROSPECT FOUNDRY	05659 CASTING	
		PROSPECT FOUNDRY	01391 CASTING - MODIFY	\$250
		PROSPECT FOUNDRY	01430 CASTING	\$250
		PROSPECT FOUNDRY	01391 CASTING - MODIFY	\$250
		PROSPECT FOUNDRY	01430 CASTING - MODIFY	\$250
4/4/1997	58093	QUALITY CASTING	00110 CASTING	
		1200 NORTH MAIN STREET		
		ORRVILLE, OH 44667		
4/9/1997	58093	QUALITY CASTING	00110 - REGATE PATTERN	\$135
4/25/1997	58238	QUALITY CASTING	00111 CASTING	
		QUALITY CASTING	00397 CASTING	
		QUALITY CASTING	00399 CASTING	
		QUALITY CASTING	00465 CASTING	
		QUALITY CASTING	00478 CASTING	
		QUALITY CASTING	00496 CASTING	
		QUALITY CASTING	00754 CASTING	
		QUALITY CASTING	00466 CASTING	
10/7/1993	53664	R. W. SCREW	80416	\$200
		P.O. BOX 310		
		MASSILLON, OH 44647		
10/26/1993	53481	R. W. SCREW	80089	
		R. W. SCREW	80174	\$180
		R. W. SCREW	45930 HOUSING SLEEVE	\$150
9/27/1991	51551	REEF GEAR	50707, 50708	\$11,870
		44800 MACOMB INDUSTRIAL DR.		
		CLINTON TWP., MI 48036		
9/27/1991	51551	REEF GEAR	50709, 50710	\$8,720
9/27/1991	51551	REEF GEAR	50757, 50758	\$11,870
9/27/1991	51816	REEF GEAR	50760	
9/27/1991	51816	REEF GEAR	50761	
10/26/1992	52665	RICHLAND SCREW	80407	

Tractech Inc.
PRODUCTION TOOLING
as of February 2003

DATE	P.O. NO.	VENDOR	DESCRIPTION (MODEL-P/N)	COST
		531 GRANT ST.		
		MANSFIELD, OH 44901		
1/11/1996	56957	RICHLAND SCREW	50978 AXLE SPACER	\$135
		RICHLAND SCREW	45093 SLEEVE	\$80
3/11/1993	53023	ROCKWELL - SEE ARVINMERITOR	90735	
3/11/1993	53023	ROCKWELL	90749	
10/29/1993	53791	ROCKWELL	90869	
8/26/1994	55110	ROCKWELL	90935	\$4,414
8/26/1994	55110	ROCKWELL	90951	\$5,300
11/22/1994	55173	ROCKWELL	90958	\$4,142
11/22/1994	55426	ROCKWELL	91001	\$4,717
11/22/1994	55365	ROCKWELL	95042	\$1,327
11/29/1995	56575	ROCKWELL	91085	\$1,327
12/6/1996	57246	ROCKWELL	91232	\$1,240
3/3/1997	57723	ROCKWELL	91414	\$15,401
3/3/1997	57723	ROCKWELL	91415	\$1,327
	57195	ROCKWELL	91211	\$2,517
2/17/1992	52747	ROCKWELL INTERNATIONAL	70613	
2/17/1993	52747	ROCKWELL INTERNATIONAL	70722	
3/5/1993	52687	ROCKWELL INTERNATIONAL	70626	
11/14/1995	56575	ROCKWELL INT'L	950 S.C 91085	\$1,327
4/12/1996	57195	ROCKWELL INT'L	91211 SIDE GEAR	\$2,517
6/24/1996	57246	ROCKWELL INT'L	91240 SIDE GEAR	\$11,532
6/24/1996	57246	ROCKWELL INT'L	91232 PINION	\$7,614
12/11/1996	57723	ROCKWELL INT'L	91414 SIDE GEAR JD 1400	\$15,401
12/11/1996	57723	ROCKWELL INT'L	91415 SIDE GEAR JD 1400	41327
1/11/1996	56956	S & L MACHINE	50973 FL. BDY.,50974 COVER	\$625
		1800 11 MILE RD.		
		MADISON HTS., MI 48071		
10/13/1995	56413	S & L MACHINE	85002, 85013	
2/23/1995	55554	SCHMID TOOL	90861	\$375
		9101W. BELDON AVE.		
		FRANKLIN PARK, IL 60131		
2/23/1995	55123	SCHMID TOOL	90927	\$1,875
2/23/1995	55106	SCHMID TOOL	90946	\$1,875
2/23/1995	55171	SCHMID TOOL	90969	\$1,875
2/23/1995	55267	SCHMID TOOL	91009	\$1,875
9/27/1995	56116	SCHMID TOOL	91120	\$375
11/6/1995	56564	SCHMID TOOL	T/T SPACER WASHER 50815	\$1,875
11/14/1995	56564	SCHMID TOOL	50815	
2/5/1996	56962	SCHMID TOOL	91106 TH. WASHER	\$2,800
2/12/1996	56753	SCHMID TOOL	91059 TH. WASHER	\$3,250
5/9/1996	56753	SCHMID TOOL	91059-T	\$3,250
7/21/1997	58614	SCHMID TOOL	71372 THRUST WASHER	\$375
2/23/1998		SCHMID TOOL	91106 THRUST WASHER	\$3,500
6/23/1998	59229	SCHMID TOOL	91106	\$3,500
3/3/1999	60136	SCHMID TOOL	91494	
12/15/1999		SCHMID TOOL	91547	

Tractech Inc.
PRODUCTION TOOLING
as of February 2003

DATE	P.O. NO.	VENDOR	DESCRIPTION (MODEL-P/N)	COST
9/11/1996	57478	SERVICE STAMPING	30060 TH. WASHER	\$2,189
		4700 HAMANN PARKWAY		
		WILLOUGHBY, OH 44074		
9/11/1996	57478	SERVICE STAMPING	30061 TH. WASHER	\$303
9/11/1996	57478	SERVICE STAMPING	30062 TH. WASHER	\$988
9/11/1996	57478	SERVICE STAMPING	30056 TH. WASHER	\$242
1/16/1995	56121	SMITH FOUNDRY	00400 CASTING	\$4,575
		1855 EAST 28TH ST.		
		MINNEAPOLIS, MN 55407		
1/16/1995	56121	SMITH FOUNDRY	00401 CASTING	\$51.50
1/16/1995	56121	SMITH FOUNDRY	00402 CASTING	
9/30/1996	57535	SMITH FOUNDRY	00516 C. H. CASTING	\$6,250
9/30/1996	57535	SMITH FOUNDRY	00526 C. H. CASTING	\$3,750
10/14/1996	57574	SMITH FOUNDRY	00533 C. H. CASTING	\$6,440
10/14/1996	57574	SMITH FOUNDRY	00554 C. H. CASTING	\$3,450
11/25/1996	57718	SMITH FOUNDRY	00415 CASTING	\$7,500
1/16/1997	57535	SMITH FOUNDRY	00526 CASTING	\$3,750
1/16/1997	57574	SMITH FOUNDRY	00553 CASTING	
1/16/1997	57574	SMITH FOUNDRY	00554 CASTING	
1/27/1997	57718	SMITH FOUNDRY	00415 CASTING	
12/31/1997	57535	SMITH FOUNDRY	00516 CASTING	\$6,250
10/23/1991	55355	STERLING FOUNDRY	00308 CASTING	
		201 ERIE ST.		
		WELLINGTON, OH 44090		
10/23/1991	55355	STERLING FOUNDRY	00309 CASTING	
12/13/1995	56807	STERLING FOUNDRY	HOUSING CASTING 00394	\$10,800
6/19/1996	57157	STERLING FOUNDRY	00470 HSG. CASTING	\$8,775
8/8/1996	57157	STERLING FOUNDRY	00470 CASTING	
8/20/1996	57418	STERLING FOUNDRY	00396 CASTING	\$9,995
9/5/1996	57418	STERLING FOUNDRY	00397 CASTING	\$6,880
	55119	STERLING FOUNDRY	00312 CASTING	
	55109	STERLING FOUNDRY	00317 CASTING	
	55109	STERLING FOUNDRY	00318 CASTING	
	55640	STERLING FOUNDRY	00321 CASTING	
		STERLING FOUNDRY	00322 CASTING	
	55650	STERLING FOUNDRY	00324 CASTING	
	55693	STERLING FOUNDRY	00332 CASTING	
		STERLING FOUNDRY	00333 CASTING	
	55638	STERLING FOUNDRY	00363 CASTING (AT PIER)	
8/21/1996	57419	TECHNOCAST	00534 CASTING	\$8,800
		110 N. MAIN ST		
		ORRVILLE, OH 44667		
8/21/1996	57419	TECHNOCAST	00535 CASTING	\$8,800
8/21/1996	57419	TECHNOCAST	00538 CASTING	\$8,800
7/1/1997	57419	TECHNOCAST	00534 CASTING	
7/1/1997	57419	TECHNOCAST	00535 CASTING	
7/1/1997	57419	TECHNOCAST	00538 CASTING	\$6,600
		TECHNOCAST	00116 CASTING	

Tractech Inc.
PRODUCTION TOOLING
as of February 2003

DATE	P.O. NO.	VENDOR	DESCRIPTION (MODEL-P/N)	COST
		TECHNOCAST	00117 CASTING	
		TECHNOCAST	00296 CASTING	
		TECHNOCAST	00297 CASTING	
		TECHNOCAST	00298 CASTING	
		TECHNOCAST	00389 CASTING	
		TECHNOCAST	00623 CASTING	
		TECHNOCAST	00624 CASTING	
		TECHNOCAST	00107 CASTING	\$1,788
		TECHNOCAST	00149 CASTING	\$1,548
		TECHNOCAST	08439 CASTING	\$3,465
		TECHNOCAST	00754 HOUSING CASTING	\$1,525
		TECHNOCAST	00452 CASTING	\$1,525
		TECHNOCAST	00124 CASTING	\$1,650
		TECHNOCAST	00750 CASTING	\$1,320
		TECHNOCAST	00389 CASTING - REWORK	\$600
		TECHNOCAST	00724 CASTING	\$1,525
		TECHNOCAST	00750 CASTING	\$1,320
		TECHNOCAST	00754 CASTING	
4/9/1997	58249	TECHNOCAST	00389 - REGATE PATTERN	\$600
4/15/1997	58273	TECHNOCAST	00260 CASTING - MODIFY	\$4,350
		TECHNOCAST	00152 CASTING	\$1,525
3/15/1999	60253	THE GEM CITY- NEW NAME	78003	\$18,900
		A.M.S.E.A.		
		1425 N. KEOWEE ST.		
		DAYTON, OH 45404		
3/15/1999	60253	THE GEM CITY	78007	
3/15/1999	60253	THE GEM CITY	78008	\$3,600
3/15/1999	60253	THE GEM CITY	78009	\$8,400
3/15/1999	701088	THE GEM CITY	78143	\$13,250
3/15/1999	701088	THE GEM CITY	78144	\$13,250
5/25/1999	60245	THE GEM CITY	78050	\$5,800
6/30/1999	60245	THE GEM CITY	78029	\$13,300
6/30/1999	60245	THE GEM CITY	78030	\$13,800
6/30/1999	60246	THE GEM CITY	78052	\$14,625
7/15/1999	60245	THE GEM CITY	78051	
7/15/1999	60246	THE GEM CITY	78013	
		THERMOSET	80168 FRICTION LINING	\$1,235
		6100 W. DONGES BAY RD.		
		MEQUON, WI 53092		
		THERMOSET	45075 LINING	\$985
5/6/2002	712966	TORRINGTON	52211	\$300
		38701 WEST 7MILE RD.		
		ST MARY'S PA. 15857		

Tractech Inc.
PRODUCTION TOOLING
as of February 2003

<u>DATE</u>	<u>P.O. NO.</u>	<u>VENDOR</u>	<u>DESCRIPTION (MODEL-P/N)</u>	<u>COST</u>

SCHEDULE 5

INTELLECTUAL PROPERTY

A. Patents and Patent Licenses

Grantor	Patent Number	Patent Application Number	Date Patent Issued	Date Patent Applied
Tractech, Inc.	U.S. 4,625,585		12/2/86	
Tractech, Inc.	U.S. 4,677,876		7/7/87	
Tractech, Inc.	U.S. 4,751,853		6/21/88	
Tractech, Inc.	U.S. 5,048,657		9/17/91	
Tractech, Inc.	U.S. 5,221,238		6/22/93	
Tractech, Inc.	U.S. 5,524,509		6/11/96	
Tractech, Inc.	U.S. 5,582,557		12/10/96	
Tractech, Inc.	U.S. 5,590,572		12/10/96	
Tractech, Inc.	U.S. 5,664,656		9/9/97	
Tractech, Inc.	U.S. 5,671,640		9/30/97	
Tractech, Inc.	U.S. 5,715,733		2/10/98	
Tractech, Inc.	U.S. 5,727,430		3/17/98	
Tractech, Inc.	U.S. 5,836,220		11/17/98	
Tractech, Inc.	U.S. 5,865,701		2/1/99	
Tractech, Inc.	U.S. 5,885,181		3/23/99	
Tractech, Inc.	U.S. 6,076,429		6/20/00	
Tractech, Inc.	U.S. 6,209,700		4/3/01	
Tractech, Inc.	U.S. 6,309,321		10/30/01	
Tractech, Inc.	U.S. 6,374,701		4/23/02	
Tractech, Inc.		09/969,626		10/4/01
Tractech, Inc.	Australia 725,225		1/25/01	
Tractech, Inc.	Australia 720,791		9/28/00	
Tractech, Inc.	Belgium	EP0849501		
Tractech, Inc.	Canada 2,218,834		11/6/01	
Tractech, Inc.	Canada 2,214,962		9/17/02	
Tractech, Inc.	Canada 2,219,515		11/17/02	
Tractech, Inc. Per page 19/25 Laubscher 2/28/03 fax	China ZL97121313.5		5/29/02	

Grantor	Patent Number	Patent Application Number	Date Patent Issued	Date Patent Applied
Tractech, Inc.	Czech Rep. 288399		5/10/01	
Tractech, Inc.	Europe EP0849501		2/27/02	
Tractech, Inc.	Europe EP0838612		7/24/02	
Tractech, Inc.	France 2798973		N/A	
Tractech, Inc.	Great Britain 2316138		3/15/00	
Tractech, Inc.	Great Britain 2327722		12/19/01	
Tractech, Inc.	Ireland 81520		1/24/01	
Tractech, Inc.	Japan 3286810		3/15/02	
Tractech, Inc.	Korea 282763		11/30/00	
Tractech, Inc.	Korea 284598		11/20/00	
Tractech, Inc. Per page 4/25 Laubscher 2/28/03 fax	Mexico 204244		N/A	
Tractech, Inc. Per page 4/25 Laubscher 2/28/03 fax	Mexico 204245		N/A	
Tractech, Inc.		Australia 693062		11/25/97
Tractech, Inc.		Belgium EP0838612		7/24/02
Tractech, Inc.		Belgium EP0849501		2/27/02
Tractech, Inc.		Canada 2219369		11/13/97
Tractech, Inc.		Canada 2315961		8/15/00
Tractech, Inc.		Canada 2323278		10/12/00
Tractech, Inc.		Canada 2353297		7/19/01

Grantor	Patent Number	Patent Application Number	Date Patent Issued	Date Patent Applied
Tractech, Inc. Per page 1/25 Laubscher 2/28/03 fax		China 01124984.6		8/8/01
Tractech, Inc.		Europe 01904811.5		8/2/01
Tractech, Inc.		Finland EP0838612		7/24/02
Tractech, Inc.		Finland EP0849501		2/27/02
Tractech, Inc. Per page 2/25 Laubscher 2/28/03 fax		France 00-10972		8/24/00
Tractech, Inc. Per page 2/25 Laubscher 2/28/03 fax		France 97-07615		6/17/97
Tractech, Inc.		France EP0838612		7/24/02
Tractech, Inc.		France EP0849501		2/27/02
Tractech, Inc.		France EP01904811.5		8/2/01
Tractech, Inc.		Germany EP0838612		7/24/02
Tractech, Inc.		Germany EP0849501		11/18/97
Tractech, Inc.		Germany EP01904811.5		8/2/01
Tractech, Inc.		Great Britain EP0838612		7/24/02
Tractech, Inc.		Great Britain EP0849501		2/27/02
Tractech, Inc.		Great Britain EP01904811.5		8/2/01
		Ireland 2000/1646		8/16/00
Tractech, Inc.		Italy EP0838612		7/24/02
Tractech, Inc.		Italy EP0849501		2/27/02
Tractech, Inc.		Italy EP01904811.5		8/2/01

Grantor	Patent Number	Patent Application Number	Date Patent Issued	Date Patent Applied
Tractech, Inc. Per page 4/25 Laubscher 2/28/03 fax		Japan 291118/97		10/23/97
Tractech, Inc. Per page 4/25 Laubscher 2/28/03 fax		Japan H10-330297		11/20/98
Tractech, Inc. Per page 4/25 Laubscher 2/28/03 fax		Japan 108523/97		4/25/97
Tractech, Inc. Per page 4/25 Laubscher 2/28/03 fax		Japan 323045/97		11/25/97
Tractech, Inc. Per page 4/25 Laubscher 2/28/03 fax		Japan 2002-519817		9/18/01
Tractech, Inc. Per page 4/25 Laubscher 2/28/03 fax		Mexico PAa200/007826		8/2/01
Tractech, Inc. Per page 4/25 Laubscher 2/28/03 fax		Mexico 010248		10/19/00
Tractech, Inc. Per page 4/25 Laubscher 2/28/03 fax		Mexico 009274		9/22/00
Tractech, Inc.		Patent Cooperation Treaty PCT/US01/00671		1/30/01
Tractech, Inc. Per page 5/25 Laubscher 2/28/03 fax		S. Korea 9694/2001		2/26/01
Tractech, Inc.		Sweden EP0838612		7/24/02
Tractech, Inc.		Sweden EP0849501		2/27/02

B. Trademarks and Trademark Licenses

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Tractech, Inc.	DETROIT C-LOCKER U.S.		2,304,427		12/28/99

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Tractech, Inc.	DETROIT E-LOCKER U.S.	76/406,613		5/13/02	
Tractech, Inc.	DETROIT ELECTRAC U.S.		2,557,336		4/2/02
Tractech, Inc.	DETROIT ELECTRAC & DEVICE U.S.		2,560,365		4/9/02
Tractech, Inc.	DESIGN (FOR DETROIT ELECTRAC) U.S.		2,560,675		4/9/02
Tractech, Inc.	DETROIT E-Z LOCKER U.S.		2,300,202		12/14/99
Tractech, Inc.	DETROIT GEARLESS LOCKER U.S.		2,269,934		8/10/99
Tractech, Inc.	DETROIT LSD U.S.		2,347,747		5/2/00
Tractech, Inc.	DETROIT LSD Europe		502039		5/18/99
Tractech, Inc.	DETROIT LOCKER U.S.		941,379		8/22/72
Tractech, Inc.	DETROIT LOCKER Australia		646,669		3/20/97
Tractech, Inc. Per page 10/25 Laubscher 2/28/03 fax	DETROIT LOCKER Brazil Pending	818765054		9/11/95	
Tractech, Inc.	DETROIT LOCKER Canada		458,057		5/24/96

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Tractech, Inc.	DETROIT LOCKER Europe		112,474		5/19/98
Tractech, Inc.	DETROIT LOCKER France		9454612		11/24/94
Tractech, Inc.	DETROIT LOCKER Germany		39403126		June 12, 1995
Tractech, Inc.	DETROIT LOCKER Great Britain		2003726		Nov. 24, 1994
Tractech, Inc.	DETROIT LOCKER Japan		4165483		July 10, 1998
Tractech, Inc.	DETROIT LOCKER Mexico		497104		Jan. 4, 1995
Tractech, Inc.	DETROIT LOCKER So. Africa		94/12853		11/23/94
	DETROIT LOCKER So. Korea		426,933		10/27/98
Tractech, Inc.	DETROIT LOCKER Taiwan		708832		4/1/96
Tractech, Inc.	DETROIT TRUETRAC U.S.		1,808,433		11/03/93
Tractech, Inc.	MERCURY U.S.		1,531,639		3/28/89
Tractech, Inc.	MERCURY Canada		399583		6/26/92
Tractech, Inc.	MERCURY Euro Comm.		112557		10/14/99
Tractech, Inc.	NOSPIN U.S.		573,267		4/14/53
Tractech, Inc.	NOSPIN Brazil		815738900		4/7/92
Tractech, Inc.	NOSPIN China		711,669		10/21/94

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Tractech, Inc.	NOSPIN Europe		112,607		5/19/98
Tractech, Inc.	NOSPIN France		1,485,142		9/19/86
Tractech, Inc.	NOSPIN Germany		1189526		5/26/89
Tractech, Inc.	NOSPIN Italy		606,526		10/22/93
Tractech, Inc.	NOSPIN Japan		796,900		11/7/68
Tractech, Inc.	NOSPIN Mexico		441,162		9/3/93
Tractech, Inc.	NOSPIN So Africa		93/3533		5/4/93
Tractech, Inc.	SOFLOCKER U.S.		2,289,582		10/26/99
Tractech, Inc.	SURETRAC U.S.		2,203,391		11/17/98
Tractech, Inc.	TANDEM- LOCK Japan		1826220		12/25/95
Tractech, Inc.	TRACTECH U.S.		2,424,428		1/30/01
Tractech, Inc.	TRUE-TRAC U.S.		990,100		8/6/74
Tractech, Inc.	TRUETRAC Australia		736357		6/10/97
Tractech, Inc.	TRUE-TRAC Brazil		815 738 943		4/7/92
Tractech, Inc.	TRUETRAC (& DESIGN) Canada		413,851		6/5/93
Tractech, Inc.	TRUETRAC China		711,668		10/21/94
Tractech, Inc.	TRUE TRAC Euro		112,508		4/22/99
Tractech, Inc.	TRUE-TRAC France		1,610,152		6/8/90

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Tractech, Inc.	TRUE-TRAC Germany		1173304		3/8/91
Tractech, Inc.	TRUE-TRAC Italy		606,527		10/22/93
Tractech, Inc.	TRUE-TRAC Japan		2,561,400		7/30/93
Tractech, Inc.	TRUE-TRAC Mexico		439785		8/16/93
Tractech, Inc.	TRUE-TRAC So. Africa		93/3532		5/4/93

C. Copyrights

Grantor	Copyright Title	Copyright Application	Copyright Registration Number	Copyright Application Number

D. Internet Domain Names

tractech.com
tractech.net
tractech.us
detroitlsd.com
suretrac.com
c-locker.com
detroitgearlesslocker.com
detroitnoslip.com
detroit-locker.com
easy-locker.com
e-zlocker.com
noslip.com
ezlocker.com
detroittrutrac.com
detroitclocker.com
detroitelectrac.com
mercuryclutch.com

SCHEDULE 6

DEPOSITARY AND OTHER DEPOSIT ACCOUNTS

Grantor	Financial Institution	Account Number	Contact Information
Tractech, Inc.	Comerica	1840093650	Jeff Judge (313) 222-3801
Tractech Holdings, Inc.	None	N/A	N/A

SCHEDULE 7

COMMERCIAL TORT CLAIMS

NONE