

12/30/03

01-14-2004

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

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings



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

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

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

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

2. Name and address of receiving party(ies)

Name: **Machovia Bank, National Association, as Collateral Agent**
Internal
Address: **attn. Corporate Department**

Street Address: **5847 San Felipe, Suite 1050**

City: **Houston** State: **TX** Zip: **77057**

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other **Amendment**

Execution Date: **12/12/2003**

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

A. Trademark Application No.(s) _____
See Schedule B

Additional number(s) attached Yes No

B. Trademark Registration No.(s) _____
See Schedule B

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

Name: **Tonya Chapple**
Internal Address: **CIOSC**

Street Address: **80 State St.**

City: **Albany** State: **NY** Zip: **12207**

6. Total number of applications and registrations involved: **4**

7. Total fee (37 CFR 3.41).....\$ **115.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

US PATENT & TRADEMARK OFFICE
DEC 30 P 1:23
REGISTRATION PROCESS

01/13/2004 DBYRNE 00000013 78307435
01 FC: 8529 Signature. 40.00 OP
02 FC: 8522 75.00 OP

DO NOT USE THIS SPACE

MAUREEN P. MURPHY *Maureen P. Murphy* **12/23/2003**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **14**

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

12-30-2003

U.S. Patent & TMO/TM Mail Rcpt Dt. #66

TRADEMARK
REEL: 002896 FRAME: 0014

Annex to Item 1

Additional Granting Parties

Grantors	Jurisdiction of Organization
1. Tenneco Automotive Inc.	Delaware
2. Tenneco Automotive Operating Company Inc.	Delaware
3. Tenneco International Holding Corp.	Delaware
4. Tenneco Global Holdings, Inc.	Delaware
5. The Pullman Company	Delaware
6. TMC Texas Inc.	Delaware
7. Clevite Industries Inc.	Delaware

SCHEDULE B

<u>TRADEMARK</u>	<u>REG. NO/ SERIAL NO.</u>	<u>REG. /FILING DATE</u>
HARRIS	78/307435	9/30/03
QUICK STRUT	78/283198	8/5/03
SILENTBLOC	78/307419	9/30/03
STREET LETHAL	78/283200	8/5/03

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TRADEMARK
REEL: 002896 FRAME: 0016

**AMENDMENT TO SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Tenneco Automotive Inc., Tenneco Automotive Operating Company Inc., Tenneco International Holding Corp., Tenneco Global Holdings Inc., The Pullman Company, TMC Texas Inc. and Clevite Industries Inc., each a Delaware corporation (each, a "Grantor" and collectively, "the Grantors") with principal offices at 500 North Field Drive, Lake Forest, Illinois 60045 and Wachovia Bank, National Association, as Collateral Agent, with principal offices at 5847 San Felipe, Suite 1050, Houston, Texas 77057 (the "Collateral Agent"), hereby agree to amend Schedule A to the Security Interest in United States Trademarks executed by Grantors and Collateral Agent on June 19, 2003 and recorded at the U.S. Patent and Trademark Office ("Security Interest"). Accordingly, Schedule A to the Security Interest shall be amended to include Schedule B attached hereto.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the ___ day of December, 2003.

TENNECO AUTOMOTIVE INC.

By: Kenneth R. Trammell
Name: Kenneth R. Trammell
Title: Senior Vice President and
Chief Financial Officer

TENNECO AUTOMOTIVE OPERATING
COMPANY INC.

By: Kenneth R. Trammell
Name: Kenneth R. Trammell
Title: Senior Vice President and
Chief Financial Officer

TENNECO INTERNATIONAL HOLDING CORP.

By: Kenneth R. Trammell
Name: Kenneth R. Trammell
Title: Vice President and
Chief Financial Officer

TENNECO GLOBAL HOLDINGS INC.

By: Kenneth R. Trammell
Name: Kenneth R. Trammell
Title: Vice President and
Chief Financial Officer

THE PULLMAN COMPANY

By: Kenneth R. Trammell
Name: Kenneth R. Trammell
Title: Vice President and
Chief Financial Officer

TMC TEXAS INC.

By: Kenneth R. Trammell
Title: Vice President and
Chief Financial Officer

CLEVITE INDUSTRIES INC.

By: Kenneth R. Trammell
Name: Kenneth R. Trammell
Title: Vice President and
Chief Financial Officer

WACHOVIA BANK, NATIONAL
ASSOCIATION

By: _____
Name:
Title:

TMC TEXAS INC.

By: Kenneth R. Trammell
Title: Vice President and
Chief Financial Officer

CLEVITE INDUSTRIES INC.

By: Kenneth R. Trammell
Name: Kenneth R. Trammell
Title: Vice President and
Chief Financial Officer

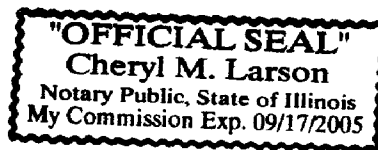
WACHOVIA BANK, NATIONAL
ASSOCIATION

By: RON
Name: R. Douglas Milner
Title: VICE PRESIDENT

STATE OF Illinois)
COUNTY OF Cook) SS

On this ____ day of December, 2003, before me personally came Kenneth R. Trammell who, being by me duly sworn, did state as follows: that he is Senior Vice President and Chief Financial Officer of Tenneco Automotive Inc. and Tenneco Automotive Operating Company Inc. and the Vice President and Chief Financial Officer of Tenneco International Holding Corp., Tenneco Global Holdings Inc., The Pullman Company, TMC Texas Inc. and Clevite Industries Inc. and that he is authorized to execute the foregoing Amendment on behalf of said corporations and that he did so by authority of the Board of Directors of said corporations.

Cheryl M. Larson
Notary Public



SCHEDULE B

<u>TRADEMARK</u>	<u>REG. NO/ SERIAL NO.</u>	<u>REG. /FILING DATE</u>
HARRIS	78/307435	9/30/03
QUICK STRUT	78/283198	8/5/03
SILENTBLOC	78/307419	9/30/03
STREET LETHAL	78/283200	8/5/03

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TRADEMARK
REEL: 002896 FRAME: 0022

**SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Tenneco Automotive Inc., Tenneco Automotive Operating Company Inc., Tenneco International Holding Corp., Tenneco Global Holdings Inc., The Pullman Company, TMC Texas Inc. and Clevite Industries Inc., each a Delaware corporation (each, a "Grantor" and collectively, "the Grantors") with principal offices at 500 North Field Drive, Lake Forest, Illinois 60045, and Wachovia Bank, National Association, as Collateral Agent, with principal offices at 5847 San Felipe, Suite 1050, Houston, Texas 77057 (the "Collateral Agent"), hereby agree as follows:

DEFINITIONS. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this agreement shall have the meaning provided or provided by reference in the Collateral Agreement among the Grantors and the Collateral Agent, dated as of June 19, 2003 (as amended from time to time, the "Collateral Agreement").

GRANT OF SECURITY INTEREST. Pursuant to the Collateral Agreement the Grantors pledged and granted to the Collateral Agent, for the ratable benefit of the Trustee and the Holders to secure the satisfactory performance and payment of all Obligations of the Grantors, a continuing security interest (the "Security Interest") in the Trademarks, as that term is defined in the Collateral Agreement (including, without limitation, those listed on Schedule A of this agreement).

By the execution and delivery of this agreement the Grantors hereby confirm the grant of the Security Interest in the Trademarks listed on Schedule A of this agreement for purposes of recording such Security Interest with the United States Patent and Trademark Office and other such relevant authorities as the Collateral Agent deems appropriate or necessary. The rights and

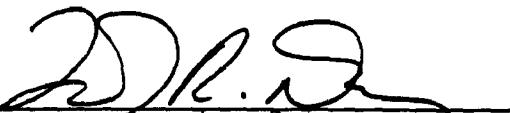
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remedies of the Collateral Agent with respect to the Security Interest are without prejudice to, and are in addition to those set forth in the Collateral Agreement. In the event that any provisions of this agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern and control.


This agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 19th day of June, 2003.

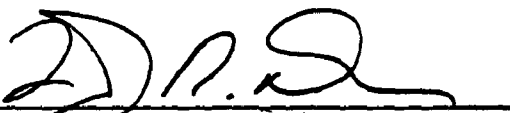
Tenneco Automotive Inc.

By: 
Name: Timothy R. Donovan
Title: EVP

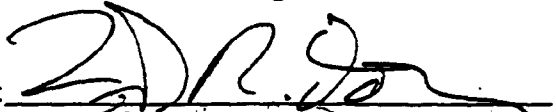
Tenneco Automotive Operating Company Inc.

By: 
Name: Timothy R. Donovan
Title: EVP

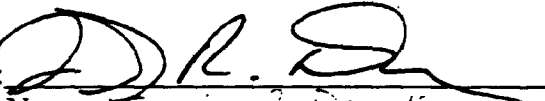
Tenneco International Holding Corp.

By: 
Name: Timothy R. Donovan
Title: VP

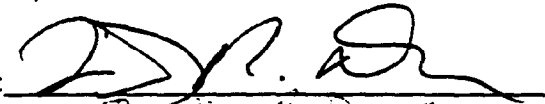
Tenneco Global Holdings Inc.

By: 
Name: Timothy R. Donovan
Title: VP

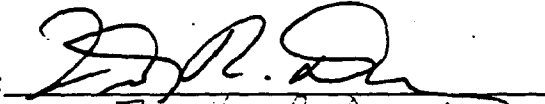
The Pullman Company

By: 
Name: Timothy R. Donovan
Title: VP

TMC Texas Inc.

By: 
Name: Timothy R. Donovan
Title: VP

Clevite Industries Inc.

By: 
Name: Timothy R. Donovan
Title: VP

Wachovia Bank, National Association,
as Collateral Agent

By: _____
Name:
Title:

Tenneco Global Holdings Inc.

By: _____
Name:
Title:

The Pullman Company

By: _____
Name:
Title:

TMC Texas Inc.

By: _____
Name:
Title:

Clevite Industries Inc.

By: _____
Name:
Title:

Wachovia Bank, National Association,
as Collateral Agent

By: Kevin M. Dobra
Name: Kevin M. Dobra
Title: Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 19th day of June, 2003, before me personally came Timothy R. Donovan who, being by me duly sworn, did state as follows: that he is the Executive Vice President, General Counsel, Managing Director-International and Assistant Secretary of each of Tenneco Automotive Inc. and Tenneco Automotive Operating Company Inc., that he is the Vice President and Secretary of Tenneco International Holding Corp., Tenneco Global Holdings Inc., The Pullman Company, TMC Texas Inc. and Clevite Industries Inc. and that he is authorized to execute the foregoing Agreement on behalf of each of said corporations and that he did so by authority of the Board of Directors of each of said corporations.



Notary Public

STELLA L. MAROTTA
Notary Public, State of New York
No. 01MA2544450
Qualified in Kings County
Commission Expires April 30, 2007