

04-09-2004



Form PTO-1594
1-31-92

4/6/04

102717849

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
Hawker Powersource, Inc.

Individuals Association
 General Partnership Limited Partnership

Corporation - Delaware
 Other

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

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

Name: Bank of America, N.A.

Internal Address:
 Street Address: Mailcode NC1-001-15-04
101 North Tryon Street

City: Charlotte State: North Carolina Zip Code: 28255

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership - _____
 Corporation _____
 Other Second-Lien Collateral Agent

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 Interest Change of Name
 Other

Execution Date: March 17, 2004

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

A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)

| | | |
|---------|---------|---------|
| 2186494 | 2782024 | 2398067 |
| 2333015 | 2079338 | 2388819 |
| 2156155 | 2641394 | |
| 2303947 | 2113815 | |

OPR/FINANCE
2004-6-11 6:57

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

Name: Helen Bruno, Senior Legal Assistant
 Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
 City: New York State: New York ZIP: 10036

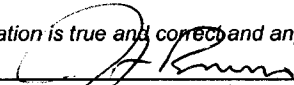
6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41): \$ 265.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-1705 (in case of deficiency)
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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

Helen Bruno  April 6, 2004
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 7

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director of US Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PKG-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

04/06/2004 00000073 2186494
 40.00
 225.00

ASSIGNMENT OF SECURITY INTEREST IN U.S. PATENTS AND TRADEMARKS


FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, HAWKER POWERSOURCE, INC., a Delaware corporation (“the Assignor”) with principal offices at 9404 Ooltewah Industrial Park Drive, Ooltewah, TN 37363, hereby assigns and grants to Bank of America, N.A., as Second-Lien Collateral Agent (the “Assignee”) with principal offices at Mailcode NC1-001-15-04, 101 North Tryon Street, Charlotte, NC 28255, a security interest in (i) all of the Assignor’s right, title and interest in and to the trademarks, trademark registrations and trademark applications (the “Marks”) set forth on Schedule A attached hereto; (ii) all of the Assignor’s right, title and interest in and to the patents and patent applications (the “Patents”) set forth on Schedule B attached, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and, (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT OF SECURITY INTEREST (this “Assignment”), effective as of March 17, 2004, is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement, among Assignor, the other assignors from time to time party thereto and the Assignee, dated as of March 17, 2004 (as amended, restated, modified and/or supplemented from time to time, the “Security Agreement”).

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 17 day of March, 2004.

HAWKER POWERSOURCE, INC.
Assignor,


By: 
Name:
Title:

BANK OF AMERICA, N.A.,
as Second-Lien Collateral Agent, as
Assignee

By: _____
Name:
Title:

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

On this 17 day of March, 2004, before me personally came Michael T. Philion who, being by me duly sworn, did state as follows: that [s]he is _____ of HAWKER POWERSOURCE, INC., that [s]he is authorized to execute the foregoing Assignment on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.


Notary Public


"NOTARIAL SEAL"
JERRY L. SEYLER, Notary Public
City of Reading, Berks County
My Commission Expires Sept. 14, 2006

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 17 day of March, 2004.

HAWKER POWERSOURCE, INC.
Assignor,

By: _____
Name:
Title:

BANK OF AMERICA, N.A.,
as Second-Lien Collateral Agent, as
Assignee

By: 
Name: **Charles D. Graber**
Title: **Vice President**

California

STATE OF NEW YORK)

) ss.:

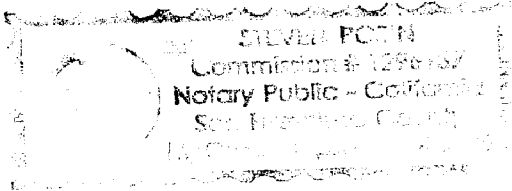
COUNTY OF NEW YORK)

San Francisco CA

On this 17th day of March, 2004, before me personally came Charles D. Grabe who, being by me duly sworn, did state as follows: that [s]he is Vice President of BANK OF AMERICA, N.A., that [s]he is authorized to execute the foregoing Assignment on behalf of said company and that [s]he did so by authority of said company.

Steven Rosen

Notary Public



Schedule A

U.S. TRADEMARKS OWNED BY HAWKER POWERSOURCE, INC.

| <u>Mark</u> | <u>Serial/Reg. No.</u> | <u>Date of Reg./Applic.</u> |
|---------------------|------------------------|-----------------------------|
| ENVIROLINK | 2186494 | 1 September 1998 |
| HARNESS THE POWER | 2333015 | 21 March 2000 |
| LIFEGUARD | 2156155 | 12 May 1998 |
| LIFEPLUS | 2303947 | 28 December 1999 |
| POWERGUARD | 2782024 | 11 November 2003 |
| POWERLEASE | 2079338 | 15 July 1997 |
| POWERLINE | 2641394 | 29 October 2002 |
| TOP POWER | 2113815 | 18 November 1997 |
| WATER LESS & Design | 2398067 | 24 October 2000 |
| WATER LESS | 2388819 | 19 September 2000 |