FORM PTO-1594 1-31-92

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riginal documents or copy To the Honorable Commissioner of Patents and Trademarks. Figure 1 thereof. 2. Name and address of receiving party(ies): 1. Name of conveying party(ies): Name: AP Parts Manufacturing Co. Chase Manhattan Bank □ Association Internal Address: □ Individual(s) Street Address: 315 Matzinger Rd. ☐ General Partnership □ Limited Partnership City: Toledo State: OH Zip: 43612 □ Corporation --New York ☐ Individual(s) citizenship \_\_\_\_\_ □ Other □ Association \_\_\_\_\_ Additional names(s) of conveying party(ies) attached? □ General Partnership \_\_\_\_\_\_ □ Yes □ Limited Partnerhip □ Corporation <u>Delaware</u> 3. Nature of conveyance: ☐ Assignment □ Merger ☐ Other ☐ Security Agreement □ Change of Name 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) Execution Date: 8/13/98 Additional name(s) & address(es) attached? □ Yes  $\square$  No B. Trademark registration No. (s) 4. Application number(s) or registration number(s): 1,811,867 A. Trademark Application No. (s) 1,283.025 Additional numbers attached? □Yes ⊠No 5. Name and address of party to whom correspondence 6. Total number of applications concerning document should be mailed: and registrations involved:..... Name: Claudia Cantarella, Esq. Internal Address: Sidley & Austin 7. Total fee (37 CFR 3.41): ......\$65.00 ☑ Enclosed ☑ Charge excess/credit overpayment to deposit account 8. □ Authorized to be charged to Deposit account number: Street Address: 875 Third Aveneue City: New York State: NY Zip: 10022 50-0643 (Attached duplicate copy of this page of 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.

Claudia Cantarella

Name of Person Signing

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nature /

Data

Total number of pages comprising cover sheet 1

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

## Do not detach this portion

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

Commissioner of Patents and Trademarks

**Box Assignments** 

Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average 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. Paten and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011).

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Page 1

SIDLEY & AUSTIN 875 THIRD AVENUE RECEPTIONIST 11 FLOOR NEW YORK, NY 10022

Attention: TINA LIU

(212)906-2509

Re: AP PARTS MANUFACTURING COMPANY

At your request, on the above referenced entity, Intercounty has provided Filing Services.

CENTRAL FILING OFFICE, MI (Filing Service)

08/13/98 File #96673B (UCC-3) Disbursement: \$13.00 Partial Release of #91245B dated 08/13/98

\*We guarantee our information to be as accurate as Reasonable Care can make it. However, the ultimate responsibility for maintaining the files rests with the Filing Officer and we will accept no liability beyond the exercise of Reasonable Care. (JTB)

oursuant t	the Michigan Uniform Commercial Code. (Please Type All	Information)	(Date, Time, Number, and Filing Officer)				
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315 Ma	tzinger Road						
Toledo	, OH 43612						
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	The Chase Manhattan Bank, as						
	Collateral Agent 200 Jericho Quadrangle						
	Jericho, NY 11753			·			
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pursuant to the Michigan Uniform Commercial Code. (	(Date, Time, Number, and Filing Officer)			
Debtor(s) YLast Name First if individual) & Address(es)	DO NOT WRITE	E IN THIS SPACE		
AP Parts Manufacturing Company 315 Matzinger Road				
Toledo, OH 43612				
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FILING OFFICER COPY

pursuant to the Michigan Uniform Commercial Code. (Please Type	(Date, Time, Number, and Filing Officer)				
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AP Parts Manufacturing Company	23-2521512				
315 Matzinger Road					
Toledo, OH 43612					
2. Secured Party(ies) & Address(es)	Secured Party #	1			
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The Chase Manhattan Bank, as Collateral Agent					
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**DEBTOR COPY** 

	All Information)	(Date, Time, Number, and Filing Officer)				
1. Debtor(s) (Last Name First, if individual) & Address(es)	Soc. Security \$/Tax ID # 23 - 2521512	DO NOT WRITE	IN THIS SPACE			
AP Parts Manufacturing Company	23-2321312					
315 Matzinger Road						
Toledo, CH 43612						
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Collateral Agent						
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SECURED PARTY COPY

## Exhibit A

- 1. The "Collateral" means all of the assets, properties, goodwill and rights owned by AP Parts Manufacturing Company, a Delaware corporation ("AP Parts"), and Northern Tube, Inc., a Michigan corporation which is a wholly-owned subsidiary of AP Parts ("Northern Tube") (together, AP Parts and Northern Tube are referred to as the "Sellers"), and used exclusively in the operation of the business of designing, manufacturing, distributing and selling large diameter tubing for medium and heavy-duty truck original equipment manufacturers in North America as well as turbo charger assemblies and tubular frame rails for light truck and sport utility vehicle original equipment manufacturers in North America (the "Business"), of whatever kind and nature, real, personal or mixed, tangible or intangible, other than the Excluded Assets (as defined below), including, but not limited to, the following, in each case to the extent used exclusively in the Business:
- (a) all accounts and notes receivable and all other notes, bends and other evidences of indebtedness of and rights to receive payments from any person (other than accounts receivable related to insurance (other than as set forth in (o) or income tax refunds);
- (b) all inventories of raw materials, components, work in process, finished goods, service parts, spare parts, replacement and component parts and office and other supplies, packaging materials and similar items (including inventories held at any location controlled by either Seller and inventories previously purchased and in transit to the at such locations);
- (c) all machinery, equipment, tools, dies, jigs, patterns, trade fixtures, molds, spare parts, vehicles, automobiles, trucks, furnishings, furniture, designs, drawings and supplies (including, but not limited to, any of the foregoing purchased subject to any conditional sales or title retention agreement in favor of any other person);
- (d) all rights in, to and under all leases of tools, furniture, machinery, supplies, vehicles, equipment and other items of personal property, including the following:
  - Lease Agreement between Ikon and A.P. Automotive Systems, Inc. -Northern Tube Division (Lease No. 376382) dated March 17, 1998; and
  - 2. Vehicle lease agreement between GE Capital Fleet Services and AP Parts Manufacturing Company dated July 12, 1982;
- (e) all interests in real property of the Sellers listed below, together with all buildings, improvements, fixtures and all appurtenances thereto:
  - 1. Lease Agreement between Corporate Property Associates 6 and AP Industries, Inc. (now known as AP Parts Manufacturing Company) dated December 23, 1996, as amended by the First Amendment to Lease Agreement dated January 25, 1996;

- (f) all right, title and interest of the Sellers in, to and under the intellectual property rights listed on Schedule 1(f);
- (g) to the extent legally assignable, all right, title and interest of the Sellers in, to and under all franchises, licenses, permits, orders, certificates, approvals and other governmental authorizations which are necessary to own or lease and operate the Collateral and to conduct the Business as it has been conducted by the Sellers, including all applications therefor;
- (h) all right, title and interest of the Sellers in, to and under all contracts, agreements, collective bargaining agreements, purchase orders, customer orders, work orders, warranties and undertakings (whether oral or written) to which either Seller is a party or by which either Seller is bound;
  - (i) all of the employee benefit plans of the Sellers, except the following:
    - 1. Premium Only Plan for AP Parts Manufacturing Company
    - 2. Stop Loss Plan for AP Parts Manufacturing Company
    - 3. Long Term Disability Plan for AP Parts Manufacturing Company
    - 4. Group Insurance Plan for AP Parts Manufacturing Company
    - 5. Union Employee Savings Plan for AP Parts Manufacturing Company (AP Parts Manufacturing Company Union Employees Savings Plan)
    - 6. Pension Plan for Salaried Employees for AP Parts Manufacturing Company
    - 7. Employee Savings and Retirement Plan for AP Parts Manufacturing Company (AP Parts International, Inc. Savings and Retirement Plan)
    - 8. Long Term Care Plan
    - 9. Relocation of Employees policy; No. APPI 100.
    - 10. Harassment policy; No. APPI 101.
    - 11. Staff Recruitment, Status and Compensation Changes policy; No. APPI 102.
    - 12. Compliance policy; No. APPI 104.
    - 13. Job Opportunities Communications Policy; No. APP) 105.
    - 14. Income Protection policy; No. APPI 106.
    - 15. Vacation Policy North America; No. APPI 107.
    - 16. Corporate Communications policy; No. APPI 108.
    - 17. Holiday policy; No. APPI 109.
    - 18. Service Bridging policy; No. APPI 112.
    - 19. Educational Assistance Program; No. APPI 113.
    - 20. Executive Physical Program; No. APPI 1114.
    - 21. Overtime Compensation policy; No. APPI 115.
    - 22. Conflicts of Interest policy; No. APPI .
    - 23. Company Vehicles policy.

- (j) all funds held in trust pursuant to the employee benefit plans for the purpose of providing retirement benefits, welfare benefits or other employee benefits for employees of the Business, other than the Pension Plan for Salaried Employees of AP Parts Manufacturing Company;
- (k) all computer hardware, software and programs, together with all user's manuals, training manuals, sales literature, and other system and operations documentation relating to such computer programs;
- (l) to the extent legally assignable, all rights of the Sellers under all warranties, representations and guaranties made by suppliers in connection with the Collateral, the Business' products or services furnished to the Sellers pertaining to the Collateral or the Business' products;
- (m) all customer lists, supplier lists, trade secrets, engineering data and proprietary information of the Business;
- (n) all books and records of the Sellers, including financial and accounting records, shipping records, sale and purchase correspondence, and files;
- (o) all credits, prepaid expenses, deferred charges, advance payments, security deposits, prepaid items and retroactive insurance adjustments for workers' compensation claims (other than prepaid insurance premiums for coverage relating to periods after the Closing Date (including for workers' compensation) and prepaid income taxes); and
- (p) all rights to causes of action, lawsuits, judgments, claims, and demands of any nature available to or being pursued by the Sellers with respect to the Business or ownership, use, function or value of any Collateral, whether arising by way of counterclaim or otherwise.
  - 2. The term "Excluded Assets" means:
- (a) all cash, cash equivalents, bank accounts, certificates of deposit, prepaid insurance and related rights to the refund of unearned premiums as of the Closing Date (other than as set forth in Section 1(o)), prepaid income taxes and deposits;
- (b) minute books, stock records, tax returns and similar corporate records of the Sellers relating to the Business;
- (c) the rights of the Sellers to any of the Sellers' claims for any federal, state, local or foreign tax refunds relating to the Business;
  - (d) the following employee benefits plans of the Sellers:
    - 1. Premium Only Plan for AP Parts Manufacturing Company
    - 2. Stop Loss Plan for AP Parts Manufacturing Company

- 3. Long Term Disability Plan for AP Parts Manufacturing Company
- 4. Group Insurance Plan for AP Parts Manufacturing Company
- 5. Union Employee Savings Plan for AP Parts Manufacturing Company (AP Parts Manufacturing Company Union Employees Savings Plan)
- 6. Pension Plan for Salaried Employees for AP Parts Manufacturing Company
- 7. Employee Savings and Retirement Plan for AP Parts Manufacturing Company (AP Parts International, Inc. Savings and Retirement Plan)
- 8. Long Term Care Plan
- 9. Relocation of Employees policy; No. APPI 100.
- 10. Harassment policy; No. APPI 101.
- 11. Staff Recruitment, Status and Compensation Changes policy; No. APPI 102.
- 12. Compliance policy; No. APPI 104.
- 13. Job Opportunities Communications Policy; No. APPI 105.
- 14. Income Protection policy; No. APPI 106.
- 15. Vacation Policy North America; No. APPI 107.
- 16. Corporate Communications policy; No. APPI 108.
- 17. Holiday policy; No. APPI 109.
- 18. Service Bridging policy; No. APPI 112.
- 19. Educational Assistance Program; No. APPI 113.
- 20. Executive Physical Program; No. APPI 1114.
- 21. Overtime Compensation policy; No. APPI 115.
- 22. Conflicts of Interest policy; No. APPI .
- 23. Company Vehicles policy.
- (e) the Sellers' insurance policies relating to the Business;
- (f) all intercompany and intracompany receivables and payables within the consolidated group of AP Automotive Holdings, Inc.;
- (g) title to the Sellers' records that do not relate to the Business or to the employees of the Business; and
- (h) all patents, patent applications, licenses and other intellectual property of the Sellers other than those set forth on Schedule 1(f), including, any right to the name "AP Parts International, Inc.," "AP Parts Manufacturing Company," "AP" or any other trademark, trade name or service mark of the Sellers or affiliated companies which represent variants thereof whether or not the same are or are part of any registered trademark, trade name, service mark, brand name, brand mark or copyright.

## Schedule 1(f)

<u>Trademark</u>	Country	Application No.	Registration No.		
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See attached summary of patents.

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