

03-12-1999

Form PTO-1594
1-31-92

100978840

COVER SHEET
ONLYU.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):
Marathon Power Technologies Company
☐ Individuals ☐ Association
☐ General Partnership - ☐ Limited Partnership
☒ Corporation- Delaware ☐ Other
Additional name(s) of conveying party(ies) attached? Yes ☐ No

3. Nature of conveyance:
Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
Release

Execution Date: 12/3/98

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

2. Name and address of receiving party(ies):
Name: Bankers Trust Company
Internal Address: One Bankers Trust Plaza
Street Address: 130 Liberty Street
City: New York State: New York ZIP: 10006
☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation
☒ Other 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

Trademark Registration No.(s)\
1,001,746
1,330,727
1,347,534

Additional numbers attached? Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Meredith Schorr
Internal Address: White & Case LLP

6. Total number of applications and registration involved 3

7. Total fee (37 CFR 3.41): \$90.00
☒ Enclosed (enclosed with original submission)
Authorized to be charged to deposit account

Street Address: 1155 Avenue of the Americas
City: New York State: NY ZIP: 10036
Client/matter 1104031-0102 May Yip

8. Deposit account number:
(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.

-Meredith Schorr

Name of Person Signing

Signature

3/8/99

Date

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 about 30 minutes per document to be recorded, including reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

03/10/1999 DCOATES 00000109 1001746

01 FC:481
02 FC:48240.00 GP
50.00 GP

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

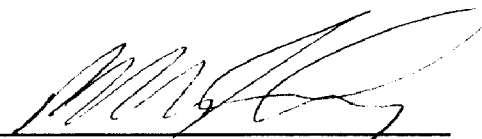
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Marathon Power Technologies Company, a Delaware corporation (the "Assignor") with principal offices at 8233 Imperial Drive, Waco, TX 76712, hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at One Bankers Trust Plaza, 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS ASSIGNMENT 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 the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of December 3, 1998 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment.

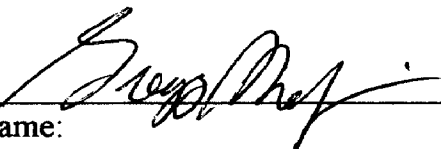
This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are 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 Agreement as of
the 3rd day of December, 1998.

**MARATHON POWER TECHNOLOGIES
COMPANY, Assignor**

By 
Name: Peter Radekavich
Title: CFO

**BANKERS TRUST COMPANY,
as Collateral Agent, Assignee**

By 
Name:
Title: GREGORY P. SHEFRIN
VICE PRESIDENT

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

On this 3rd day of December, 1998, before me personally came Peter

RADEKEVIC who, being by me duly sworn, did state as follows: that [s]he is
CEO of Marathon Power Technologies Company, 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.

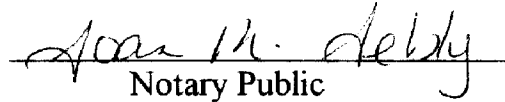
Rome Bertolino
Notary Public

ROME BERTOLINO
Notary Public, State of New York
No. 61-5925311
Qualified in County of []
Exp. [] 1999

1999

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

On this 3rd day of December, 1998, before me personally came Gregory Shefrin who, being by me duly sworn, did state as follows: that he is Vice President of Bankers Trust Company that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.


Notary Public

JOAN M. AEBLY
Notary Public, State of New York
No. 30-4851766
Qualified in Nassau County
Commission Expires Feb. 2, 2000

MARKS

Registered Trademarks—Maraton Power Technologies Company

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>
MARATHON (and Design)	U.S.	1,001,746
MARATHON	U.S.	1,330,727
SUPERPOWER	U.S.	1,347,534