

03-31-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101302212

MRD
2-25-00

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Warn Industries, Inc.

02 15 2000

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Oregon

Receiving Party

Mark if additional names of receiving parties attached

Name Fleet Capital Corporation, as Administrative Agent

DBA/AKA/TA

Composed of

Address (line 1) 15260 Ventura Boulevard, Suite 400

Address (line 2)

Address (line 3) Sherman Oaks

California, U.S.A.

91403

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization Rhode Island

03/30/2000 DCOATES 00000118 2007491

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
375.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

REEL: 002042 FRAME: 0745

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

RETURN TO:
Federal Research Corporation
400 Seventh St., N.W., Suite 101
Washington, DC 20004

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	2,007,491	1,745,702	1,548,876
<input type="text"/>	<input type="text"/>	<input type="text"/>	665,043	1,043,962	1,043,451
<input type="text"/>	<input type="text"/>	<input type="text"/>	1,972,303	1,927,437	1,577,652

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Stuart W. Rathje

2/22/00

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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1,468,969	1,828,218	1,929,385
2,007,901	2,264,294	1,083,449
1059143	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

COPYRIGHT, PATENT, TRADEMARK AND LICENSE MORTGAGE

THIS COPYRIGHT, PATENT, TRADEMARK AND LICENSE MORTGAGE (this "Mortgage") made as of this 15th day of February, 2000, by WARN INDUSTRIES, INC., an Oregon corporation, having an office at 12900 SE Capps Road, Clackamas, Oregon 97015-8903 ("Mortgagor") in favor of FLEET CAPITAL CORPORATION, a Rhode Island corporation, as a Lender and as Administrative Agent on behalf of itself and the Lenders, with an office at 15260 Ventura Boulevard, Suite 400, Sherman Oaks, California ("Mortgagee").

W I T N E S S E T H:

WHEREAS, Mortgagor, Mortgagee, as Lender and as Administrative Agent, and various Lenders are parties to a certain Loan and Security Agreement of even date herewith (as from time to time amended or otherwise modified, the "Loan Agreement"), which Loan Agreement provides, among other things, (i) for Mortgagee and the other Lenders to, from time to time, extend credit to or for the account of Mortgagor and (ii) for the grant by Mortgagor to Mortgagee, on behalf of itself and Lenders, of a security interest in substantially all of Mortgagor's assets, including, without limitation, the copyrights, copyright agreements, copyright applications, patents, patent applications, trademarks, trademark applications, tradenames, service marks, service mark applications, goodwill and certain licenses of Mortgagor;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Mortgagor agrees as follows:

1. Capitalized Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Mortgage of Copyrights, Patents, Trademarks and Licenses. To secure the complete and timely satisfaction of all of the Obligations, Mortgagor hereby grants a continuing security interest in and, mortgages to Mortgagee, on behalf of itself and Lenders, as and by way of a mortgage and security interest having priority over all other security interests, all of Mortgagor's right, title and interest in and to all of its now existing and hereafter created or acquired:

(i) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Exhibit A attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and

payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(ii) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Exhibit B attached hereto and hereby made a part hereof, and all reissues, divisions, continuations, renewals, extensions and continuations of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(iii) trademarks, trademark registrations, trademark applications, tradenames, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), including, without limitation, the trademarks, tradenames, service marks, registrations and applications listed on Exhibit C attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(iv) all license agreements between Mortgagor and any other party with respect to any of the Copyrights or any of the Patents or any of the Trademarks or any other copyright, patent, trademark, service mark or any registration or application for registration or any other tradename or tradestyle, whether Mortgagor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit D attached hereto and hereby made a part hereof, other than license agreements which, according to their terms, may not be assigned without the prior consent of the other Person party thereto (unless such consent has been obtained) (all of the

foregoing license agreements and Mortgagor's rights thereunder are referred to collectively as the "Licenses"); and

(v) all rights corresponding to any of the foregoing throughout the world and the goodwill of Mortgagor's business connected with and symbolized by the Trademarks.

Upon the occurrence of an Event of Default, Mortgagee, on behalf of itself and Lenders, shall have the power, to the extent permitted by law, to exercise the rights and remedies of a secured party provided under the Loan Agreement, including without limitation the right to sell the Copyrights, Patents, Trademarks and Licenses.

In addition to, and not by way of limitation of, all other rights granted to Mortgagee and Lenders under this Mortgage, effective upon the occurrence and during the continuation of the Event of Default set forth in Section 9.1.9 of the Loan Agreement or effective upon notice by Mortgagee upon the occurrence and during the continuance of any other Event of Default, Mortgagor assigns, transfers and conveys to Mortgagee, on behalf of itself and Lenders, all of the Copyrights, Patents, Trademarks and Licenses, together with the rights and goodwill described in clause (v) above to the extent necessary to enable Mortgagee, to realize on such property and any successor or assign to enjoy the benefits thereof during the continuation of such Event of Default. This right and assignment shall inure to the benefit of Mortgagee and Lenders and their respective successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to Mortgagor or any other Person by Mortgagee (except that if Mortgagee shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations).

3. Warranties, Representations and Covenants. Mortgagor warrants and represents to Mortgagee that:

(i) No Copyrights, Patents, Trademarks or Licenses have been adjudged invalid or unenforceable or, to Mortgagor's knowledge, have been cancelled, in whole or in part;

(ii) Save for the security interest created herein, Mortgagor has not created, granted or incurred any liens, charges and encumbrances, including, without limitation, licenses, shop rights and covenants by Mortgagor not to sue third persons, upon any of the Copyrights, Patents, Trademarks and Licenses;

(iii) Mortgagor has adopted, used and is currently using, or has a current bona fide intention to use, all of the Trademarks currently used in Mortgagor's business;

(iv) Mortgagor has no notice of any suits or actions commenced or threatened with reference to the Copyrights, Patents, Trademarks or Licenses, which if adversely determined, would reasonably be expected to have a Material Adverse Effect;

(v) Mortgagor has the right to execute and deliver this Mortgage and perform its terms;

(vi) No License restricts the ability of Mortgagor to pledge, mortgage and assign such License as contemplated by this Mortgage, except as disclosed on Schedule 1 hereto;

(vii) Mortgagor has no notice of any infringement or unauthorized use presently being made of any of the Copyrights, Patents, Trademarks or Licenses which would reasonably be expected to materially adversely affect the fair market value of the Copyrights, Patents, Trademarks or Licenses or the benefits to Mortgagee of this Mortgage, including, without limitation, the priority or perfection of the security interest granted herein or the remedies of Mortgagee hereunder; and

(viii) All information furnished to Mortgagee concerning the Copyrights, Patents, Trademarks and Licenses and proceeds thereof, for the purpose of obtaining credit or an extension of credit from Mortgagee, is, or will be at the time the same is furnished, accurate and correct in all material respects.

4. Restrictions on Future Agreements. Mortgagor agrees that until the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated (the "Loan Agreement Termination"), Mortgagor shall not abandon, sell or assign its interest in, or grant any exclusive license under, any Copyright, Patent, Trademark or License, or enter into any other agreement with respect to the Copyrights, Patents, Trademarks or Licenses which is inconsistent with the Obligations under this Mortgage, or which would reasonably be expected to have a Material Adverse Effect, and Mortgagor further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would adversely affect the validity or enforcement of the rights transferred to Mortgagee under this Mortgage.

5. New Copyrights, Patents, Trademarks, and Licenses. Mortgagor represents and warrants that the Copyrights, Patents, Trademarks and Licenses listed on Exhibits A, B, C and D, respectively, constitute all of the registered Copyrights, registered Patents and registered Trademarks now owned by, and Licenses granted by or to, Mortgagor. If, before the Loan Agreement Termination, Mortgagor shall (i) obtain rights to any new Copyrights, patentable inventions, Patents, Trademarks or Licenses, or (ii) become entitled to the benefit of any Copyrights, Patents, Trademarks or Licenses or any improvement on any

Patent, the provisions of this Mortgage above shall automatically apply thereto. Mortgagor shall give to Mortgagee written notice during the first week of each quarter of any new applications filed with any governmental authority during the immediately preceding quarter. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibits A, B, C and D, as applicable, to include any such (registered or unregistered) Copyrights, Patents, Trademarks and Licenses.

6. Royalties; Term. The term of the security interests/mortgages granted herein shall extend until the earlier of (i) the expiration of each of the respective Copyrights, Patents, Trademarks and Licenses encumbered hereunder, and (ii) the Loan Agreement Termination. Upon the occurrence of an Event of Default, Mortgagor agrees that the use by Mortgagee of all Copyrights, Patents, Trademarks and Licenses shall be worldwide and without any liability for royalties or other related charges from Mortgagee to Mortgagor.

7. Release of Mortgage. This Mortgage is made for collateral purposes only and is not intended to constitute a present assignment of Mortgagor's ownership interest in the Copyrights, Patents, Trademarks and Licenses. Upon the Loan Agreement Termination, Mortgagee shall execute and deliver to Mortgagor all releases and other instruments, and shall take such other actions, as may be necessary or proper to release its security interest in the Copyrights, Patents, Trademarks, and Licenses, subject to any disposition thereof which may have been made by Mortgagee pursuant hereto or pursuant to the Loan Agreement.

8. Expenses. All fees, costs and expenses, including reasonable attorneys' and paralegals' fees and legal expenses, incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' and paralegals' fees and legal expenses, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Copyrights, Patents, Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Copyrights, Patents, Trademarks and Licenses, shall be borne by and paid by Mortgagor on written demand by Mortgagee and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the then applicable rate as set forth in the Loan Agreement.

9. Duties of Mortgagor. Mortgagor shall have the duty, except to the extent that the failure to perform any of the following would not reasonably be expected to have a Material Adverse Effect, (i) to file and prosecute diligently any copyright, patent, trademark or service mark applications pending as of the date hereof or thereafter until the Loan Agreement Termination, (ii) to make application on uncopyrighted but copyrightable works (unless Mortgagee consents otherwise in writing), on unpatented but patentable inventions and on trademarks and service marks, as appropriate, (iii) to preserve and maintain all rights in the Copyrights, Patents, Trademarks and Licenses and (iv) to ensure

that the Copyrights, Patents, Trademarks and Licenses are and remain enforceable. Any expenses incurred in connection with Mortgagor's obligations under this Section 9 shall be borne by Mortgagor. Mortgagor shall not abandon any right to file a copyright, patent, trademark or service mark application, or abandon any such Copyright, Patent, Trademark or License without the written consent of Mortgagee, except to the extent that the failure to perform any of the following would not reasonably be expected to have a Material Adverse Effect. If Mortgagor fails to comply with any of the foregoing duties, Mortgagee may perform said duties in Mortgagor's name, to the extent permitted by law, at Mortgagor's expense, and Mortgagor hereby agrees to reimburse Mortgagee in full for all expenses incurred in connection with Mortgagee's performance of such duties, including reasonable attorneys' fees and expenses so incurred by Mortgagee. Mortgagor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, except to the extent that the failure to perform any of the following would not reasonably be expected to have a Material Adverse Effect, and (ii) to provide Mortgagee, upon Mortgagee's request from time to time, with a certificate of an officer of Mortgagor certifying Mortgagor's compliance with the foregoing. Upon the occurrence and during the continuation of an Event of Default, Mortgagor agrees that Mortgagee, or a conservator appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said conservator, in its sole judgment exercised in a commercially reasonable manner, may deem necessary to assure maintenance of the quality of products sold by Mortgagor under the Trademarks.

10. Mortgagee's Right to Sue. After the occurrence of an Event of Default, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Copyrights, Patents, Trademarks and Licenses, and, if Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all costs and expenses incurred by Mortgagee, including attorneys' fees and expenses so incurred by Mortgagee, in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing among Mortgagor, Mortgagee and the Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee or Lenders, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause

or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.

13. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. All of Mortgagee's rights and remedies with respect to the Copyrights, Patents, Trademarks and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence and during the continuation of an Event of Default, Mortgagor hereby authorizes Mortgagee to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of any or all of the Copyrights, Patents, Trademarks and Licenses, or (ii) take any other actions with respect to any or all of the Copyrights, Patents, Trademarks and Licenses as Mortgagee deems to be in its best interest, or (iii) grant or issue any exclusive or non-exclusive license under any or all of the Copyrights, Patents, Trademarks or Licenses to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of any or all of the Copyrights, Patents, Trademarks or Licenses to any Person, or (v) take any other actions with respect to any or all of the Copyrights, Patents, Trademarks and Licenses as Mortgagee deems to be in its best interests. Mortgagor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until the Loan Agreement Termination. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee or Lenders or their respective successors transferees and assigns under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee and such other parties shall have, in addition to all other rights and remedies given it or them by the terms of this Mortgage and the Loan Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code (or such other applicable law) as enacted in any jurisdiction in which the Copyrights, Patents, Trademarks or Licenses may be located.

15. Binding Effect; Benefits. This Mortgage shall be binding upon Mortgagor and its respective successors and permitted assigns, and shall inure to the benefit of Mortgagee and Lenders, their successors, nominees and assigns.

16. GOVERNING LAW. **THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA.**

17. **CONSENT TO FORUM AND WAIVERS.** TO INDUCE MORTGAGEE AND LENDERS TO MAKE THE LOANS, AS EVIDENCED BY THE LOAN AGREEMENT AND THIS AGREEMENT, MORTGAGOR IRREVOCABLY AGREES THAT, SUBJECT TO MORTGAGEE'S SOLE AND ABSOLUTE ELECTION, ALL SUITS, ACTIONS OR OTHER PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT OR ANY DOCUMENTS EXECUTED IN CONNECTION HEREWITH, SHALL BE SUBJECT TO LITIGATION IN COURTS HAVING SITUS WITHIN LOS ANGELES, CALIFORNIA. MORTGAGOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN LOS ANGELES COUNTY, CALIFORNIA. MORTGAGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT AGAINST MORTGAGOR BY MORTGAGEE IN ACCORDANCE WITH THIS SECTION. MORTGAGOR AND MORTGAGEE HEREBY WAIVE, TO THE EXTENT PERMITTED BY LAW, TRIAL BY JURY. MORTGAGOR FURTHER WAIVES ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF MORTGAGEE.

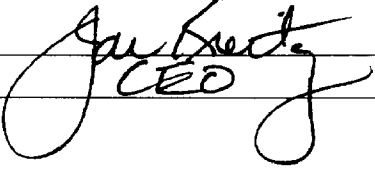
18. **Headings.** Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. **Further Assurances.** Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

20. **Survival of Representations.** All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be remade on the date of each borrowing under the Loan Agreement.

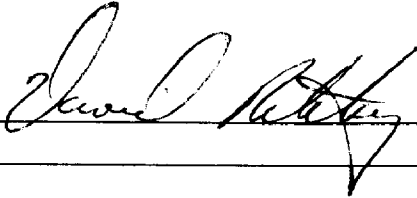
IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage in favor of Mortgagee as of the date first written above.

WARN INDUSTRIES, INC.

By 
Its CEO

AGREED AND ACCEPTED THIS
15th day of February, 2000.

FLEET CAPITAL CORPORATION,
as Administrative Agent

By 
Its _____

OREGON
STATE OF ~~CALIFORNIA~~)
MULTI-DISTRICT) SS
COUNTY OF ~~LOS ANGELES~~)

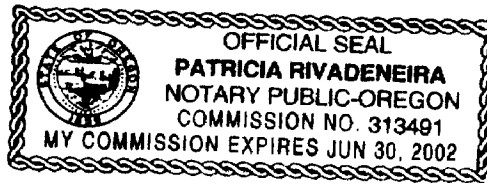
The foregoing Copyright, Patent, Trademark and License Mortgage was executed and acknowledged before me this 15 day of FEBRUARY, 2000 by JON KREITZ, personally known to me to be the CEO of Warn Industries, Inc., a OREGON corporation, on behalf of such corporation.

P. Rivadeneira

Notary Public

My Commission expires:

June 30, 2002



~~STATE OF CALIFORNIA~~)
~~COUNTY OF LOS ANGELES~~) SS

OREGON

MULTNOMAH

COUNTY OF LOS ANGELES

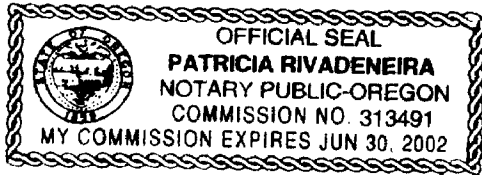
The foregoing Copyright, Patent, Trademark and License Mortgage was executed and acknowledged before me this 15 day of FEBRUARY, ~~1999~~²⁰⁰⁰, by DAVID RITCHAY, personally known to me to be the ~~SENIOR~~^{VICE PRESIDENT} of Fleet Capital Corporation, as Administrative Agent, a Rhode Island corporation, on behalf of such corporation.

P. Rivadeneira

Notary Public

My Commission expires:

June 30, 2002



AFTER FILING RETURN THIS INSTRUMENT TO:

Keith G. Radner, Esq.
Goldberg, Kohn, Bell, Black,
Rosenbloom & Moritz, Ltd.
Suite 3700
55 East Monroe
Chicago, Illinois 60603

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

PATENT TABLE I						
PATENTS ISSUED TO WARN						
Country	U.S. Serial No.	U.S. Patent No.	Date Patent Issued	Title	Inventor	Foreign Serial or Patent No.
A. Powertrain SBU and OEM International						
USA	08/143,086	5,535,869	7/16/96	Pulse Actuated Clutch For Vehicle Drive Lines	Bigley, Baker	--
USA	07/418,534	4,989,473	2/5/91	Shift Assembly For Shifting Between Drive Positions In A 4-Wheel Drive Vehicle	McMorris	--
USA	07/716,120	5,195,604	3/23/93	All Wheel Drive Vehicle With Independent Wheel Braking	Brockett, Telford	--
USA	06/912,954	4,775,040	10/4/88	Manually-Operated Axially-Engaging Positive Clutch	Telford	--
USA	06/722,659	4,627,512	12/9/86	Air Actuated Clutch For 4-Wheel Drive Vehicles	Clohessy	--
USA	08/239,340	5,806,623	9/15/98	Locking Hub Clutch System	Clohessy	--
USA	07/972,425	5,353,890	10/11/94	Locking Hub Clutch System	Clohessy	--
USA	08/209,872	5,449,259	9/12/95	Thread Locking Device	Clohessy	--
USA	08/017,235	5,394,967	3/7/95	Connect-Disconnect Mechanism For Vehicle Drive Train	Bigley	--
USA	08/234,681	5,520,272	5/28/96	Combination Manual-Automatic Hub Lock	Ewer	--
USA	08/200,181	5,445,258	8/29/95	Pulse Actuated Hub Locks and Control Arrangement	Ewer, Cronin, DuPree	--

PATENT TABLE I
PATENTS ISSUED TO WARN

Country	U.S. Serial No.	U.S. Patent No.	Date Patent Issued	Title	Inventor	Foreign Serial or Patent No.
USA	08/270,365	5,573,311	11/12/96	Anti-Rotation Device For Wheel Spindle Nut	Clohessy	--
USA	08/333,500	5,618,143	4/8/97	Spindle Nut and Locking Device	Cronin, Williams, Wood	--
Japan	06/722,659	4,627,512	12/9/86	Air Actuated Clutch For 4-Wheel Drive Vehicles	Clohessy	188339
USA	06/209,647	4,365,696	12/28/82	One-Piece Locking Clutch	Telford	--
USA	08/390,538	5,597,058	1/28/97	Hub Lock For Vehicle	Ewer	--
USA	05,957,736	4,266,646	5/12/81	Wheel Stud Mounted Locking Clutch	Telford	--
USA	06/164,221	4,327,821	5/4/82	Automotive Locking Clutch With Slicing Clutch Ring	Telford	--
USA	09/016,533	5,967,277	10/19/99	Pawl Clutch(CIP of U.S. Serial No. 08/897,355)	Walter	--
Japan	08/234,682			Combination Manual-Automatic Hub Lock	Ewer, Cronin, DuPree	2652930
Japan	08/270,365	5,573,311	4/3/98	Anti-Rotation Device For Wheel Spindle Nut	Clohessy	2764556
USA	08/485,784	5,586,632	12/24/96	Pulse Actuated Interlock Mechanism	Bigley, Baker	--
USA	08/560,629	5,772,373	6/30/98	Nut and Locking Device(CIP of 42210)	Cronin	--
USA	08/651,384	5,740,895	4/21/98	Integrated Wheel End System	Bigley	--
USA	08/767,867	5,908,080	6/1/99	Automatic Manual Hub Lock System	Bigley, Paulson, Began	--

**PATENT TABLE I
PATENTS ISSUED TO WARN**

Country	U.S. Serial No.	U.S. Patent No.	Date Patent Issued	Title	Inventor	Foreign Serial or Patent No.
USA	08/752,849	5,772,285	6/30/98	Hub and Rotor Combination	Baker	--
USA	08/721,819	5,884,526	3/23/99	Actuator For Transfer Case	Fogelberg	--
USA	08/721,822	5,782,328	7/21/98	Transfer Case With Selectively Grounded Member	Fogelberg	--
USA	09/897,355	5,927,455	7/27/99	Overrunning Pawl Clutch	Baker	--
USA	09/031,292	6,009,609	1/4/00	Drive Line Conversion Process	Hanno	--
B. Aftermarket SBU and CIM						
USA	06/602,160	4,545,567	10/8/85	Winch Power Transmission	Telford, Haase	--
USA	06,879,966	4,736,929	4/12/88	Winch Having Split Housing and Drive Components	McMorris	--
USA	07/341,431	4,873,474	10/10/89	Winch With Shut-Off Load Limiter	Johnson	--
USA	06/782,018	4,650,163	3/17/87	Hydraulic winch	Peterson	--
USA	07/786,739	5,214,359	5/25/93	Winch With Electronic Current Limiter	Herndon, Johnson	--
USA	07/871,568	5,340,154	8/23/94	Fender Flare For A Vehicle	Scott	--
USA	08/236,637	5,482,255	1/9/96	Winch Having Heat Dissipating Braking	Daschel, Telford	--
USA	08/257,654	5,648,887	7/15/97	Electric Current Limiting Device For Winch Responsive To Multiple Device States	Herndon, Paulson, Proebstel	--
USA	08/330,389	5,522,582	6/4/96	Remote controlled winch	Dilks	--

**PATENT TABLE I
PATENTS ISSUED TO WARN**

Country	U.S. Serial No.	U.S. Patent No.	Date Patent Issued	Title	Inventor	Foreign Serial or Patent No.
USA	08/291,415	RE36,216 (of Patent 5,261,646 Issued 11/16/93)	6/1/99	Winch Having Automatic Brake	Telford	--
EPC	07/762,433	5,261,646	11/16/93	Winch Having Automatic Brake	Telford	533326
Australia	07/762,433	5,261,646	11/16/93	Winch Having Automatic Brake	Telford	648845
Japan	06/602,160	4,545,567	10/8/85	Winch Power Transmission	Telford, Haase	1,762,660
USA	07/795,071	Des. 330,536	10/27/92	Running Board For A Vehicle	Holloway, Scott	--
Germany	07/762,433	5,261,646	11/16/93	Winch Having Automatic Brake	Telford	533326
France	07/762,433	5,261,646	11/16/93	Winch Having Automatic Brake	Telford	533326
Gr. Britain	07/762,433	5,261,646	11/16/93	Winch Having Automatic Brake	Telford	533326

**PATENT TABLE II
PENDING PATENT APPLICATIONS FILED BY WARN**

Country	U.S. Serial No.	Title	Inventor	Foreign Serial or Patent No.
A. Powertrain SBU and OEM International				
USA	08/861,257	Linear Actuator for Vehicle Clutch System	Dunlap	--
Japan	08/017,235	Connect-Disconnect Mechanism For Vehicle Drive Train	Bigley	221377/93
Japan	08/143,086	Pulse Actuated Clutch For Vehicle Drive Lines	Bigley	60703/94

**PATENT TABLE II
PENDING PATENT APPLICATIONS FILED BY WARN**

Country	U.S. Serial No.	Title	Inventor	Foreign Serial or Patent No.
Korea	08/143,086	Pulse Actuated Clutch For Vehicle Drive Lines	Bigley	3603/1994
Germany	08/143,086	Pulse Actuated Clutch For Vehicle Drive Lines	Bigley	P4410749.8
Germany	09/016,533	Pawl Clutch	Walter	19837005.9
Korea	08/234,681	Combination Manual-Automatic Hub Lock	Ewer, Cronin, DuPree	10025/95
Korea	08/270,365	Anti-Rotation Device For Wheel Spindle Nut	Clohessy	18454/95
Japan	08/390,538	Hub Lock For Vehicle	Ewer	18,830/96
EP Design. Germany/ Spain	08/560,629	Nut and Locking Device	Wood	96906587.9
Japan	08/560,629	Nut and Locking Device	Wood	519680/97
Korea	08/560,629	Nut and Locking Device	Wood	--
USA	09/119,171	Clutch Ring Mechanism	Wood	--
Korea	08/651,384	Integrated Wheel-End System	Bigley	50520/96
USA	08/953,278	Vehicle Drive Train (CIP of U.S. Patent No. 5,394967)	Bigley	--
Germany	08/953,278	Vehicle Drive Train	Bigley	19837417.8
Japan	08/651,384	Integrated Wheel-End System	Bigley	88,204/97
Japan	08/767,867	Automatic Manual Hub Lock System	Bigley, Paulson, Began	--
Japan	09/016,533	Pawl Clutch	Walter	231679/98
Korea	08/953,278	Vehicle Drive Train	Bigley	35104/98
Spain	08/953,278	Vehicle Drive Train	Bigley	P9801184
Japan	08/953,278	Vehicle Drive Train	Bigley	208794/88
Japan	09/225,997	Actuator for Clutch Ring	Averill	--
Spain	09/225,997	Actuator for Clutch Ring	Averill	9902824
Korea	09/225,997	Actuator for Clutch Ring	Averill	--
Germany	09/225,997	Actuator for Clutch Ring	Averill	--
USA	09/310,887	Pneumatic Annular Actuator	Dunlap	--

**PATENT TABLE II
PENDING PATENT APPLICATIONS FILED BY WARN**

Country	U.S. Serial No.	Title	Inventor	Foreign Serial or Patent No.
USA		Planetary/Centrifugal Clutch	Dunlap	--
USA		Split Sprocket	Dunlap	--
USA		Actuator For Clutch Ring	Averill	--
USA		Three Mode Differential		--
USA		MFR Clutch/Brake		--
USA		Clutch Ring Synchronizer		--
B. Aftermarket SBU and CIM				
USA	09/092,738	Programmable Electronic Current Limiter	Heravi	--
USA	09/286,122	Winch Actuator for ATV	Dilks	--
USA	Not yet filed	Winch Mount for Truck		--
USA	Not yet filed	Winch Mount for Truck (Design)		--

EXHIBIT C

Trademarks

**PENDING TRADEMARK APPLICATIONS
AND REGISTERED TRADEMARKS OF WARN**

Country	Mark	Intl. Class	Product	Serial/ Reg. No.	Reg. Date	Status
India	WARN (Word Mark)	12	Winches and front-end hubs	599,274	--	Pending
Portugal	BLACK DIAMOND (Word Mark)	7	Vehicle Suspension Components and Systems	328,989	--	Pending
S. Africa	WARN AND DESIGN	7	Winches	97/19700	--	Pending
Chile	WARN (Word Mark)	7	Winches and winch components	383,889	--	Pending
Argentina	WARN AND DESIGN	7	Winches	2.176.812	--	Pending
Argentina	BLACK DIAMOND (Word Mark)	2	Vehicle suspension components and systems	2.176.811	--	Pending
Peru	BLACK DIAMOND (Diamond Design)	12	Vehicle Suspension Components and Systems	081538	--	Pending
Chile	WARN (Word Mark)	12	Front end hubs, etc.	444.007	--	Pending
Venezuela	WARN AND DESIGN	7	Winches	99014314	--	Pending
Venezuela	BLACK DIAMOND AND DESIGN	12	Vehicle Suspension Components		--	Pending
Thailand	WARN AND DESIGN	7	Winches		--	Pending. Filing Application
China	WARN AND DESIGN	7	Winches		--	Pending. Filing Application
Switzerland	WARN AND DESIGN	7	Winches	03821/99	--	Pending. Filing Application

**PENDING TRADEMARK APPLICATIONS
AND REGISTERED TRADEMARKS OF WARN**

Country	Mark	Intl. Class	Product	Serial/ Reg. No.	Reg. Date	Status
Israel	WARN AND DESIGN (Wordmark)	7	Winches		--	Pending. Filing Application
Israel	BLACK DIAMOND (Wordmark)	12	Vehicle Suspension		--	Pending. Filing Application
USA	BLACK DIAMOND	7	Vehicle Suspension Components	2,007,491	10/15/96	Issued
USA	WARN AND DESIGN	12	Front-end hubs for 4-wheel drive vehicles	1,745,702	1/12/93	Issued
USA	WARN AND DESIGN	7	Winches	1,548,876	7/25/89	Issued
USA	WARN (Word Mark)	23	Front-end hubs for 4-wheel drive vehicles	665,043	7/29/58	Issued
USA	WARN AND DESIGN	12	Front-end hub for 4-wheel drive vehicles	1.059.143		Issued. Expired 2/15/97
USA	WARN (Word Mark)	7	Winches	1,043,962	7/20/76	Issued
USA	WARN (Word Mark)	12	Vehicle drive train components	1,043,451	7/13/76	Issued
Brazil	WARN AND DESIGN	7	Winches and locking hubs	815968728	5/12/92	Issued
USA	TRANS4MER	12	Land vehicle accessories	1,972,303	5/7/96	Issued
Australia	WARN AND Design	7	Winches and accessories	A509,953	5/3/89	Issued

**PENDING TRADEMARK APPLICATIONS
AND REGISTERED TRADEMARKS OF WARN**

Country	Mark	Intl. Class	Product	Serial/ Reg. No.	Reg. Date	Status
Australia	WARN AND DESIGN	12	Hubs and accessories	A567,066	11/12/91	Issued
Canada	WARN-A-BAR	11	Electronic light bar	1,633,931	2/5/91	Issued
Canada	WARN-A-TURN	11	Turn signals for vehicles	427,717	5/27/94	Issued
Canada	QUICKOR PERFORMANCE	12	Vehicle suspension components	401,626	8/21/92	Issued
Canada	AEROCOVER	9&12	Truck bed cover for pick-up beds	375,780	11/16/90	Issued
Canada	WARN AND DESIGN	12	Winches and front-end hubs	374,554	10/19/90	Issued
Canada	WARN-A-LIGHT	9&11	Strobe lights	210,575	11/14/95	Issued
France	WARN AND DESIGN	7&12	Winches and locking hubs	1,627,749	11/15/90	Issued
France	WARN AND DESIGN (Old Mark)	7,9,11 & 12	Accessories for vehicles, locking hubs, winches, etc.	1,294,790	7/13/84	Issued
Germany	WARN AND DESIGN	7&12	Winches and locking hubs	2004353	9/24/91	Issued
India	WARN AND DESIGN	12	Winches and front-end hubs	511142	6/1/89	Issued
Italy	WARN AND DESIGN	7&12	Winches and Locking hubs	611,357	12/14/93	Issued
Korea	WARN AND DESIGN	37	Winches for 4-wheel drive vehicles	245,865	8/6/92	Issued
Japan	WARN JAPAN (Word Mark)	7	Winches and accessories	3234620	12/25/96	Issued
Japan	WARN JAPAN (Word Mark)	12	Motor vehicles and accessories	3291574	4/29/97	Issued
Japan	WARN AND DESIGN	9	Winches	2716163	9/30/96	Issued

**PENDING TRADEMARK APPLICATIONS
AND REGISTERED TRADEMARKS OF WARN**

Country	Mark	Intl. Class	Product	Serial/ Reg. No.	Reg. Date	Status
Japan	WARN AND DEVICE (Old Mark)	9	Loading and unloading machines	2,642,241	3/31/94	Issued
Japan	WARN (Word Mark)	12	Parts for automobiles	1,755,885	3/2/85	Issued
Japan	WARN AND DEVICE (Old Mark)	12	Parts for automobile and accessories	1,747,014	2/27/85	Issued
Japan	WARN (Word Mark)	9	Loading and unloading machines	1395361	10/30/79	Issued
Japan	WARN (Word Mark)	12	Winches	1,369,365	1/30/79	Issued
USA	POWER BAR	12	Accessory bar for pick-up trucks	1,927,437	10/17/95	Issued
USA	RUGGED TRAIL	12	Automotive parts	1,577,652	1/16/90	Issued
USA	NITRO CELL	12	Land vehicle parts	1,468,969	12/15/87	Issued
USA	HAMMERHEAD	12	Shock absorbers for vehicles	1,828,218	3/29/94	Issued. Allow to Lapse Per Client Instructions
Spain	WARN AND DESIGN	7	Winches	1622060	3/4/94	Issued
USA	WARN INDUSTRIAL	7&9	Radio remote controls, etc.	1,929,385	10/24/95	Issued
Malaysia	WARN AND DESIGN	7	Winches and locking hubs	3339/85	8/1/85	Issued
Paraguay	WARN (Word Mark)	12	Winches and locking hubs	133380	4/24/89	Issued
Paraguay	WARN (Word Mark)	9	Winches and locking hubs	161.718	5/27/93	Issued

**PENDING TRADEMARK APPLICATIONS
AND REGISTERED TRADEMARKS OF WARN**

Country	Mark	Intl. Class	Product	Serial/ Reg. No.	Reg. Date	Status
Paraguay	WARN (Word Mark)	7	Winches and locking hubs	161.719	5/27/93	Issued
Japan	WARN (Word Mark)	9	Winches	1,110,164	3/13/75	Issued
Sweden	WARN AND DESIGN	7 & 12	Winches and locking hubs	250374	7/30/93	Issued
Switzerland	WARN (Old Mark)	12	Vehicular accessories	335,452	10/16/84	Issued
Taiwan	WARN AND DESIGN	85	Locking hubs	599015	5/16/93	Issued
Taiwan	WARN (Word Mark)	82	Winches	483,641	5/1/90	Issued
United Kingdom	WARN AND DESIGN	12	Front-end hubs and fittings	1385713	10/26/90	Issued
United Kingdom	WARN AND DESIGN	7	Winches and parts thereof	1425223	4/17/90	Issued
Taiwan	WARN AND DESIGN	82	Vehicle accessories	567908	8/1/92	Issued
Taiwan	WARN AND DEVICE (Old Mark)	82	Vehicular lights	142965	11/1/80	Issued
USA	BLACK DIAMOND AND DESIGN	12	Body lift kits	2,007,901	10/15/96	Issued
Italy	WARNITALIA	7&12	Winches for 4-wheel drive vehicles	540,511	7/14/88	Issued
Japan	BLACK DIAMOND (Word Mark)	12	Vehicle chains and other goods	4307543	8/20/99	Issued
Australia	BLACK DIAMOND (Word Mark)	12	Vehicle suspension components	663879	6/14/95	Issued

**PENDING TRADEMARK APPLICATIONS
AND REGISTERED TRADEMARKS OF WARN**

Country	Mark	Intl. Class	Product	Serial/ Reg. No.	Reg. Date	Status
United Kingdom	BLACK DIAMOND (Word Mark)	12	Body lift kits and parts	2,025,660	6/30/95	Issued
Italy	BLACK DIAMOND (Word Mark)	12	Vehicle suspension components	714,933	6/18/97	Issued
France	BLACK DIAMOND (Word Mark)	12	Ground component kits	582.464	7/27/95	Issued
Germany	BLACK DIAMOND (Word Mark)	12	Vehicle suspension components	39524988	6/16/95	Issued
Benelux	BLACK DIAMOND (Word Mark)	6&20	Body lift kits and ground effects kits	586,060	6/15/95	Issued
Indonesia	BLACK DIAMOND (Word Mark)	12	Vehicle suspension components	371795	10/18/96	Issued
Japan	WARN AND DESIGN	12	Locking hubs for 4-wheel drive vehicles	4053491	9/5/97	Issued
Portugal	WARN AND DESIGN	7	Winches	Reg. No. 328,988	8/12/98	Issued
Russia	WARN AND DESIGN	7&12	Winches	155755	5/5/96	Issued
CTM	WARN (Word Mark)	37&42	Winches and accessories	264150	1/26/99	Issued
CTM	BLACK DIAMOND (Word Mark)	12	Automobile components	359695	1/27/99	Issued
USA	WARN AND DESIGN (Old Mark)	12	Vehicle lights and vehicle light covers	2264294 15	7/27/99	Issued. Need to follow up re Affidavit of Use

**PENDING TRADEMARK APPLICATIONS
AND REGISTERED TRADEMARKS OF WARN**

Country	Mark	Intl. Class	Product	Serial/ Reg. No.	Reg. Date	Status
China	WARN (Word Mark)	7	Winches	1,284,518	6/14/99	Issued
Thailand	WARN (Word Mark)	7	Winches	TM83677	12/18/98	
USA	BLACK DIAMOND (Word Mark)	12	Truck bodies	1,083,449 16	1/24/78	Issued
Colombia	BLACK DIAMOND (Design)	12	Vehicle suspension components and systems	217,512	9/17/98	Issued
Colombia	WARN AND DESIGN	7	Winches	216803	9/17/98	Issued
New Zealand	WARN AND DESIGN	7	Winches	295713	7/27/99	Issued
Colombia	WARN AND DESIGN	12	Winches	217,512	9/17/98	Issued
Peru	WARN AND DESIGN	7	Winches	055629	6/16/99	Issued

TRADE NAMES:

During the past seven years, Warn has used the following trade names and/or trade styles:

- Warn
- Black Diamond
- Warn and Design
- Trans4mer
- Warn Japan
- Power Bar
- Rugged Trail
- Nitro Cell
- Hammerhead
- Warn Industrial
- Black Diamond and Design

Warn's correct corporate name, as registered with the Oregon Secretary of State is Warn Industries, Inc.

Warn is the surviving entity of the merger of Encorp, Inc. with and into Warn on February 15, 2000.

EXHIBIT D

Licenses

1. The OEM Division's agreements with automotive equipment suppliers involve the sharing of technical and proprietary rights of Warn and in some cases include an interim licensing arrangement in connection with the OEM relationship and the commonly developed product.
2. Article 7 of the Appointed Distributorship Agreement dated Jan. 1, 1998 between Warn and Groupe DLD France includes a limited trademark licensing provision.
3. Visteon-Warn Exclusivity Agreement (Integrated Wheel-End Technology) dated Aug. 3, 1999. (Exclusive license of Warn's existing IWE technology and patents to Visteon solely for use with respect to the Daimler-Chrysler 2500 and 3500 truck series program for the life of such program).
4. Trademark License Agreement dated July 31, 1990 between WarnCOM, Inc. and Dominion Automotive Industries, Corp. (Sale by Target Tech, Inc. of substantially all of its assets. Target Tech was the former "electrical division" of Warn, which was spun off as a separate corporation in the 1980's. However, Warn retained ownership of the "WARN" related trademarks used by Target Tech in order to retain unity of ownership of all WARN®-related marks, namely: WARN-A-LARM, WARN-A-LITE, WARN-A-BAR and WARN-A-TURN. When in 1990 Target Tech sold substantially all of its assets to Dominion, for the same reason the transfer to Dominion of those marks likewise was structured as an exclusive worldwide license agreement rather than an outright assignment.)
5. Agreement dated February 10, 1997 between Warn Industries, Inc. ("Warn") and Tochigifujisangyo Kabushiki Kaisha ("TF"). (Cross-license of Warn's U.S. Patent 4,627,512 and Japanese Patent 1883339 to TF and license back from TF to Warn of TF U.S. Patent 5,151,088 and Japanese Patent Applications H2-13857 and H2-141629.

SCHEDULE 1

Restricted Licenses

1. Warn's rights under its OEM Division's agreements with automotive equipment suppliers are generally not assignable without the prior written consent of the automotive equipment supplier.
2. Warn's rights under the Agreement dated February 10, 1997 between Warn Industries, Inc. ("Warn") and Tochigifujisangyo Kabushiki Kaisha ("TF") are not transferable or assignable, except to a wholly-owned subsidiary of Warn or a purchaser of substantially all of Warn's assets.