

(Rev 6-93) MRD 3.23.00



To the Honorable Commissioner

101329019

original documents or copy thereof.

1. Name of conveying party(ies):

Warner Electric Technology, Inc.
9211 Forest Hill Avenue
Suite 109
Richmond, VA 23235



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

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: February 29, 2000

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

Name: The Bank of Nova Scotia.
as Administrative Agent

Internal Address: _____

Street Address: One Liberty Plaza

City: New York State: NY ZIP: 10006

Country: _____

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

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

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

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s)

See Attached List

B. Trademark No.(s)

See Attached List

Additional numbers attached Yes No

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

Name: Nora A. Whitescarver
Internal Address: Mayer, Brown & Platt

Street Address: 1909 K Street, N.W.

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 77

7. Total fee (37 CFR 3.41): \$1,940.00

- Enclosed (Check No. 18373)
- Authorized to be charged to deposit account

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.

Nora A. Whitescarver
Name of Person Signing

Nora A. Whitescarver
Signature

March 22, 2000
Date

Total number of pages comprising cover sheet and document attachments: 20

04/19/2000 DNGUYEN 00000385 189372

01 FC:481
02 FC:482

40.00 DP
1900.00 DP

Item A. Trademarks

Country	Trademark	Owner	Registration Number	Registration Date
USA	ELECTRAK	Dana	1,893,972	5/16/95
USA	MISTRAL	Dana	2,168,734	6/30/98
USA	MAGNUM	Dana	1,624,438	11/27/90
USA	5-WAY	Dana	690,481	12/29/59
USA	CAMAS	Dana	1,925,280	10/10/95
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USA	ELECTRO-CAM	Dana	717,829	7/4/61

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USA	SUPERIOR SOLUTIONS	Dana Corporation	75/723324	6/7/99

Item B. Trademark Licenses

None

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated February 29, 2000, is made by WARNER ELECTRIC TECHNOLOGY, INC., a Delaware corporation (the "Grantor"), in favor of THE BANK OF NOVA SCOTIA ("Scotiabank"), as administrative agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties (such term and other capitalized terms not otherwise defined herein shall have the meanings provided, for, or incorporated by reference in Section 1 below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated February 29, 2000 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the U.S. Borrower, Warner Electric U.K. Group Ltd., a corporation organized under the laws of the United Kingdom ("Warner (UK)"), Warner Electric Group GmbH, a limited liability company organized under the laws of the Federal Republic of Germany ("Warner (GmbH)"), Warner Electric (Holding) SAS, a corporation organized under the laws of the Federal Republic of France ("Warner (SAS)"), Warner Electric AB, a corporation organized under the laws of the Kingdom of Sweden ("Warner (AB)"); together with Warner (SAS), Warner (GmbH) and Warner (UK), the "Foreign Borrowers"; and the Foreign Borrowers, together with the U.S. Borrower, the "Borrowers"), Warner Electric Group, Inc., a Delaware corporation, as a guarantor, the various financial institutions as are, or may from time to time become, parties thereto (collectively, the "Lenders"), Scotiabank, as Administrative Agent, Co-Lead Arranger and Co-Book Runner for the Lenders, Banc of America Securities LLC, as Syndication Agent, Co-Lead Arranger and Co-Book Runner for the Lenders and Bank One, NA, as Documentation Agent for the Lenders, the Lenders have extended Commitments to make Credit Extensions to the Borrowers;

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered that certain Subsidiary Security Agreement, dated February 29, 2000 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Commitments and the Credit Extensions under the Credit Agreement, each Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Patent Collateral to secure all of the Secured Obligations; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Parties to make, and continue to make, Credit Extensions (including the initial Credit Extension) to any Borrower pursuant to the Credit Agreement, and to induce the Secured Parties to enter into Rate Protection Agreements, each Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, each Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each other Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each other Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in cash, in full of all of the Secured Obligations, the expiration or termination of all Letters of Credit, the expiration or termination of all Rate Protection Agreements included as Loan Documents and the permanent termination of all Commitments, the Administrative Agent shall, at any Grantor's expense, execute and deliver to such Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including, without limitation, the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

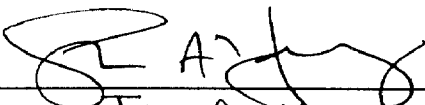
SECTION 7. Governing Law, Entire Agreement, etc. **THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY**

INTERESTS HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

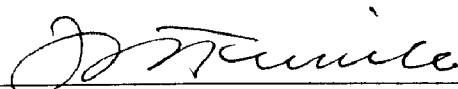
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WARNER ELECTRIC TECHNOLOGY,
INC.

By: 
Name: John A. Young
Title: VP

ACCEPTED:

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: 
Name: Sim Trimble
Title: Managing Director

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