

04-21-2000



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To the Honorable Commissioner of Patents and

documents or copy thereof.

1. Submission Type

- New
- Resubmission (Non-Recordation)
- Correction of PTO Error
- Corrective Document

Address of receiving party:

Name: **First Dominion Capital, L.L.C.**
 DBA/AKA/TA: _____
 Address: **1330 Avenue of the Americas**
 City: **New York** State: **NY** Zip: **10019**

RECEIVED
 APR 21 2000
 AM 11:26
 OPR/FINANCE

- Individual
- Association
- General Partnership
- Corporation
- Limited Partnership
- Other: **Limited Liability Company**

3. Name of Conveying Party:

Name: **Car Component Technologies, Inc.**
 Formerly: _____

Citizenship/State of Incorporation:
Delaware

Execution Date MONTH DAY YEAR
02 18 99

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other
- Citizenship/State of Incorporation/Organization:
New Hampshire

Additional name(s) of receiving parties attached: Yes No

Additional name(s) of conveying parties attached? Yes No

4. Conveyance Type:

- Assignment
 - Merger
 - License
 - Security Agreement
 - Change of Name
 - Nunc Pro Tunc Assignment
 - Other
- Effective Date: _____ (if nunc pro tunc assignment)

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)

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

B. Trademark registration No.(s) **2,320,337**

A. Trademark Application No.(s)

Additional numbers attached? Yes No

6. Name and address of party to whom correspondence concerning document should be mailed (and Domestic Representative Address, if applicable):

Name: **Janis Nici**
MILBANK, TWEED, HADLEY & McCLOY LLP

7. Total number of applications and registration involved: **1**

8. Total fee (37 CFR 3.41): \$ _____

- Enclosed
- Authorized to be charged to deposit account

9. Deposit account number:

13-3250
 Authorized to charge additional fees Yes No

FOR OFFICE USE ONLY

10. 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.

Name: **Janis Nici** *Janis Nici*
 Name of Person Signing _____ Signature

3-31-00
 Date

Total number of pages: _____ in cover sheet

Mail Documents to Commissioner of Patents and Trademarks, Box Assignments, Washington DC 20231

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SECURITY AGREEMENT

Security Agreement, dated as of February 18, 1999, between Car Component Technologies, Inc., a New Hampshire corporation (the "Borrower"); each of the corporations identified under the caption "SUBSIDIARY GUARANTORS" on the signature pages hereto (individually a "Subsidiary Guarantor" and, collectively, the "Subsidiary Guarantors" and with the Borrower, individually, a "Securing Party" and, collectively with the Borrower, the "Securing Parties"); and First Dominion Capital, L.L.C. ("First Dominion") as agent (the "Agent") for itself and the other Banks (as defined below). Each Securing Party and the Agent, acting on behalf of the Banks and the holders from time to time of the Obligations (as defined by reference below), hereby agree as follows:

WHEREAS, the Borrower, the Subsidiary Guarantors, the Banks and the Agent are parties to a Credit Agreement dated as of February 18, 1999 (as amended and in effect on the date hereof, the "Credit Agreement"), providing, subject to the terms and conditions thereof, for extensions of credit (by means of loans and letters of credit) to be made by the Banks named therein (collectively, together with any entity that becomes a "Bank" party to the Credit Agreement after the date hereof as provided therein, the "Banks") to the Borrower in an aggregate principal or face amount not exceeding \$80,000,000. In addition, the Borrower may from time to time be obligated to one or more of the Banks under the Credit Agreement in respect of Interest Rate Agreements.

WHEREAS, to induce the Banks to enter into the Credit Agreement to which they are party, and to extend credit thereunder and to extend credit to the Borrower under the Interest Rate Agreements, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Securing Parties have agreed to become a party to this Agreement and to pledge and grant a security interest in the Collateral.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Credit Agreement: Definitions.

1.1 Definitions. Capitalized terms defined in the Credit Agreement and not otherwise defined herein are used herein with the meanings so defined. Certain capitalized terms are used in this Agreement with the specific meanings defined below in this Section 1.1.

- 1.1.1 "Accounts" is defined in Section 2.1.3.
- 1.1.2 "Agent" is defined in the preamble to this Agreement.
- 1.1.3 "Borrower" is defined in the preamble to this Agreement.

Security Agreement

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TRADEMARK
REEL: 002056 FRAME: 0415

1.1.4 "Collateral" is defined in Section 2.1.

1.1.5 "Credit Agreement" is defined in the preamble to this Agreement.

1.1.6 "FACA" means the Federal Assignment of Claims Act of 1940 (or any successor statute), as amended and in effect from time to time, together with all rules and regulations thereunder.

1.1.7 "Indebtedness" means all liabilities, contingent or otherwise, which in accordance with GAAP are required to be classified upon the balance sheet of the Person obligated in respect of such liabilities and evidenced by notes, debentures or similar instruments.

1.1.8 "Margin Stock" means "margin stock" within the meaning of Regulations T, U or X of the Board of Governors of the Federal Reserve System.

1.1.9 "Pledged Indebtedness" is defined in Section 2.1.7.

1.1.10 "Pledged Rights" is defined in Section 2.1.6.

1.1.11 "Pledged Securities" means, collectively, the Pledged Stock, the Pledged Rights and the Pledged Indebtedness.

1.1.12 "Pledged Stock" is defined in Section 2.1.5.

1.1.13 "Securing Party" is defined in the preamble to this Agreement.

1.2 Certain Rules of Construction. Except as otherwise explicitly specified to the contrary or unless the context clearly requires otherwise, (a) the capitalized term "Section" refers to sections in this Agreement, (b) the capitalized term "Exhibit" refers to exhibits to this Agreement, (c) references to any Section include all subsections thereof and (d) the word "including" shall be construed as "including without limitation".

2. Security.

2.1 Collateral. As security for the payment and performance of the Obligations, each Securing Party hereby mortgages, pledges, grants and collaterally assigns to the Agent for the benefit of the Banks and the holders from time to time of any of the Obligations, and hereby creates in favor of the Agent for the benefit of the Banks and such holders a security interest in, all of its right, title and interest in and to (but none of its obligations or liabilities with respect to) the items and types of present and future property described in Sections 2.1.1 through 2.1.16 (subject to Section 2.1.17), whether now owned or hereafter acquired, all of which shall be included in the term "Collateral":

2.1.1 Tangible Personal Property. All goods, furniture, furnishings, machinery, equipment, inventory, and all other tangible personal property of any nature whatsoever, wherever located, including without limitation raw materials, work in process, plants, finished parts and products, supplies, spare parts, replacement parts, merchandise for resale, computers,

tapes, disks and computer equipment and any other property or equipment used for the manufacture, marketing, distribution and sale of such Securing Party's products.

2.1.2 Real Property. All real property and immovable property and fixtures, leasehold interests, rights of way or use, servitudes, licenses, tenements, hereditaments, appurtenances, profits, crops, mineral rights and other rights now or hereafter existing, and easements wherever located, together with any and all estates and interests of such Securing Party therein, including lands, buildings, stores, manufacturing facilities, improvements and other structures, now existing or hereafter erected on such property, fixed plant, fixed equipment, including any boilers, pumps, tanks, electric panels, switchboards, lighting equipment, wiring, heating, plumbing and ventilating apparatus, sprinklers, elevators, escalators, refrigerating, air conditioning and other building service equipment and all permits, rights, licenses, benefits and other interests of any kind or nature whatsoever in respect of such real and immovable property.

2.1.3 Accounts; Rights to Payment of Money. All rights to receive payment of money, including accounts (as defined in the UCC) and receivables, indemnification rights, rights to receive the payment of money under contracts, franchises, licenses, permits, subscriptions or other agreements (whether or not earned by performance), including without limitation all of such Securing Party's rights, any agreements entered into by, or assumed by such Securing Party relating to the acquisition of property, and any leases of rent or personal property, and rights to receive payments from any other source. All such rights are collectively referred to as "Accounts".

2.1.4 Intangibles. All of the following (to the extent not included in Section 2.1.3): (a) contracts, franchises, licenses, permits, subscriptions and other agreements and all rights thereunder; (b) rights granted by others which permit such Securing Party to sell or market items of personal property; (c) United States of America and foreign common law and statutory copyrights and rights in literary property and rights and licenses thereunder; (d) trade names, United States of America and foreign trademarks, service marks, any registrations thereof and any related good will; (e) United States of America and foreign patents and patent applications; (f) computer software, designs, models, know-how, trade secrets, rights in proprietary information, formulae, customer lists, backlog, orders, subscriptions, royalties, catalogues, sales material, documents, good will, inventions and processes; (g) judgments, causes in action and claims, whether or not inchoate; and (h) all other general intangibles (as defined in the UCC) and intangible property and all rights thereunder.

2.1.5 Pledged Stock. (a) All shares of capital stock or other evidence of beneficial interest in any corporation, business trust or limited liability company, (b) all limited partnership interests in any limited partnership, (c) subject to Section 2.1.17, all general partnership interests in any general partnership, (d) subject to Section 2.1.17, all joint venture interests in any joint venture and (e) all options, warrants and similar rights to acquire such capital stock or such interests. All such capital stock, interests, options, warrants and other rights are collectively referred to as the "Pledged Stock". At the date of this Agreement, the Pledged Stock consists of the shares of capital stock described on Exhibit 2.1.5.

2.1.6 Pledged Rights. All rights to receive profits or surplus of, or other Dividends or distributions (including income, return of capital and liquidating distributions) from

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any corporation, business trust, limited liability company, partnership, joint venture or other source, including any Dividends and distributions by any such Person to partners or joint venturers. All such rights are collectively referred to as the "Pledged Rights".

2.1.7 Pledged Indebtedness. Subject to Section 2.1.17, all Indebtedness from time to time owing to such Securing Party from any Person, including without limitation all Indebtedness owing from any Subsidiary of the Borrower to the Borrower or any other such Subsidiary (collectively referred to as the "Pledged Indebtedness").

2.1.8 Chattel Paper, Instruments and Documents. All chattel paper (as defined in the UCC), non-negotiable instruments, negotiable instruments (as defined in the UCC) and documents (as defined in the UCC).

2.1.9 Leases. All leases of personal property, whether such Securing Party is the lessor or the lessee thereunder.

2.1.10 Deposit Accounts. All general or special deposit accounts, including any demand, time, savings, passbook or similar account maintained by such Securing Party with any bank, trust company, savings and loan association, credit union or similar organization, and all money, cash and cash equivalents of such Securing Party, whether or not deposited in any such deposit account.

2.1.11 Collateral. All collateral granted by third party obligors to, or held by, such Securing Party with respect to the Accounts, Pledged Securities, chattel paper, instruments, leases and other items of Collateral.

2.1.12 Books and Records. All books and records, including books of account and ledgers of every kind and nature, all electronically recorded data (including all computer programs, disks, tapes, electronic data processing media and software used in connection with maintaining such Securing Party's books and records), all files and correspondence and all receptacles and containers for the foregoing.

2.1.13 Insurance. All insurance policies which insure against any loss or damage to any other Collateral, including all right, title and interest in and to any insurance proceeds or any proceeds from an eminent domain taking of all or any part of the Collateral.

2.1.14 Acquisition Agreement. The Acquisition Agreement .

2.1.15 All Other Property. All other property, assets and items of value of every kind and nature, tangible or intangible, absolute or contingent, legal or equitable.

2.1.16 Proceeds and Products. All proceeds, including insurance proceeds, and products of the items of Collateral described or referred to in Sections 2.1.1 through 2.1.15 and, to the extent not included in the foregoing, all Dividends and distributions with respect to the Pledged Securities.

2.1.17 Excluded Property. Notwithstanding Sections 2.1.1 through 2.1.16, the payment and performance of the Obligations shall not be secured by:

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(a) any rights, title or interest arising under, and any property, tangible or intangible, acquired under, any agreement which validly prohibits the creation by such Securing Party of a security interest in such rights or property; or

(b) any rights or property to the extent that any valid enforceable law or regulation applicable to such rights or property prohibits the creation of a security interest therein.

2.2 Collateral Assignment. The Borrower assigns to the Agent for the benefit of the Banks and the holders from time to time of any Obligation, and creates a security interest in favor of the Agent for the benefit of the Banks and such holders in, all of the Borrower's right, title and interest in and to the Acquisition Agreement, and all proceeds thereof, in order to secure its obligations under the Credit Agreement and the other Credit Documents. Anything herein to the contrary notwithstanding, (i) the Borrower shall remain liable under the Acquisition Agreement to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by the Agent of any of its rights hereunder shall not release the Borrower from any of its duties or obligations under the Acquisition Agreement, and (iii) the Agent and the Banks shall not have any obligation or liability under the Acquisition Agreement by reason of this Agreement, nor shall the Agent or the Banks be obligated to perform any of the obligations or duties of the Borrower under the Acquisition Agreement or to take any action to collect or enforce any right or any claim for payment under or in respect of the Acquisition Agreement which is assigned under this Agreement.

2.3 Representations, Warranties and Covenants with Respect to Collateral. Each Securing Party represents, warrants and covenants that:

2.3.1 Pledged Stock. All shares of capital stock, limited partnership interests and similar securities included in the Pledged Stock, if any, are and shall be at all times duly authorized, validly issued, fully paid and (in the case of capital stock and limited partnership interests) nonassessable. Each Securing Party has delivered to the Agent certificates evidencing the Pledged Stock set forth on Exhibit 2.1.5, together with a stock transfer power duly executed in blank, and will deliver to the Agent certificates representing Pledged Stock hereafter acquired by such Securing Party, registered, if the Agent so requests, in the name of the Agent or its nominee, or accompanied by a stock transfer power executed in blank and, if the Agent so reasonably requests, with the signature guaranteed, all in form and manner reasonably satisfactory to the Agent. Pledged Stock that is not evidenced by a certificate will be registered in the Agent's name on the issuer's records, all in form and substance satisfactory to the Agent. The Agent may at any time transfer into its name or the name of its nominee any Pledged Securities in compliance with applicable laws. In the event the Pledged Stock includes any Margin Stock, each Securing Party will furnish to the Agent Federal Reserve Form U-1 and take such other action as the Agent may reasonably request to ensure compliance with applicable law.

2.3.2 Accounts and Pledged Indebtedness. All Accounts and Pledged Indebtedness owed by any Affiliate of any Securing Party shall be on open account and shall not be evidenced by any note or other instrument; *provided, however*, that all Pledged Indebtedness owed by any Affiliate of such Securing Party shall, if the Agent requests, be evidenced by a

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promissory note, which note shall be delivered to the Agent after having been endorsed in blank. Each Securing Party will, immediately upon the receipt thereof, deliver to the Agent any promissory note or similar instrument representing any Pledged Indebtedness, after having endorsed such promissory note or instrument in blank.

2.3.3 [Intentionally Omitted]

2.3.4 No Liens or Restrictions on Transfer or Change of Control. All Collateral shall be free and clear of any Liens and restrictions on the transfer thereof, except for Permitted Encumbrances permitted by Section 7.06 of the Credit Agreement and Prior Liens. Without limiting the generality of the foregoing, each Securing Party will use commercially reasonable efforts to exclude from contracts to which it becomes a party after the date hereof provisions that would prevent such Securing Party from creating a security interest in such contract or any property acquired thereunder as contemplated hereby. None of the Pledged Stock is subject to any option to purchase or similar rights of any Person.

2.3.5 Location of Collateral. Each Securing Party shall at all times keep its records concerning the Accounts at its chief executive office and principal place of business located at 10 Iron Horse Drive, Bedford, New Hampshire (or in the case of any Subsidiary of the Borrower formed or acquired after the date hereof, at such other address as such Securing Party may specify by notice at the time such Subsidiary shall execute and deliver a Joinder Agreement as provided in the Credit Agreement) or, so long as such Securing Party shall have first taken all steps necessary to perfect the Agent's security interest in the Collateral with respect to such new address, at such other address as such Securing Party may specify by notice actually received by the Agent not less than 20 Business Days prior to such change of address. Except for inventory in transit to customer locations in the ordinary course of business, a Securing Party shall not at any time keep tangible personal property of the type referred to in Section 2.1.1 (including, without limitation, equipment and inventory) at any location other than those listed on Exhibit 2.3.5. The jurisdictions in which financing statements have been filed in order to perfect the Agent's security interest in the tangible personal property of each Securing Party located in such jurisdiction are identified in Exhibit 2.3.5. A Securing Party shall not move such tangible personal property, with respect to which a financing statement has been filed, to any other jurisdiction (other than to customer locations in the ordinary course of business) unless the Agent shall have actually received not less than 20 Business Days prior notice from such Securing Party prior to moving such tangible personal property and such Securing Party shall have first taken all steps necessary to perfect the Agent's security interest in the Collateral with respect to such other jurisdiction.

2.3.6 Trade Names. A Securing Party will not adopt or do business under any name other than its name or names designated in Exhibit 2.3.6 or, so long as such Securing Party shall have first taken all steps necessary to perfect the Agent's security interest in the Collateral with respect to such other name, such other name specified by notice actually received by the Agent not less than 20 Business Days prior to the conduct of business under such other name. Since its incorporation, no Securing Party has changed its corporate name or adopted or conducted business under any trade name other than the name specified on Exhibit 2.3.6 as the name of such Securing Party (except that the Borrower was formerly named "Car Components, Inc.").

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2.3.7 Insurance. Each insurance policy included in, or insuring against loss or damage to, the Collateral shall name the Agent as additional insured party or as loss payee, as the case may be. No such insurance policy shall be cancelable or subject to termination or reduction in amount or scope of coverage until after at least 30 days' prior written notice from the insurer to the Agent. At least 10 days prior to the expiration of any such insurance policy for any reason, the relevant Securing Party shall furnish the Agent with a renewal or replacement policy or binder therefor and evidence of payment of the premiums therefor when due. Each Securing Party grants to the Agent full power and authority as its attorney-in-fact, effective upon notice to such Securing Party after the occurrence and during the continuance of an Event of Default to obtain, cancel, transfer, adjust and settle any such insurance policy and to endorse any drafts thereon. Subject to Section 3.03(e) of the Credit Agreement, any amounts that the Agent receives under any such policy (including return of unearned premiums) insuring against loss or damage to the Collateral prior to the occurrence of an Event of Default shall be delivered to the relevant Securing Party for the replacement, restoration and maintenance of the Collateral. Any such amounts that the Agent receives after the occurrence and during the continuance of an Event of Default shall, at the Agent's option, be applied to payment of the Obligations or to the replacement, restoration and maintenance of the Collateral. If any Securing Party fails to provide insurance as required by this Agreement, the Agent may, at its option, purchase such insurance, and such Securing Party will on demand pay to the Agent the amount of any payments made by the Agent or the Banks for such purpose, together with interest on the amounts so disbursed from five Business Days after the date demanded until payment in full thereof at a rate per annum equal to the sum of (a) the Base Rate in effect from time to time plus (b) 2%.

2.3.8 Modifications to Collateral. Except with the prior written consent of the Agent, no Securing Party shall, other than consistent with past practice in the ordinary course of business and on an arm's-length basis, amend, modify or waive any of its rights under or with respect to, any material Accounts, general intangibles, Pledged Securities or leases if the effect of such amendment, modification or waiver would be to reduce the amount payable with respect to any such items or to extend the time of payment thereof, to waive any default by any other party thereto, or to waive or impair any remedies of such Securing Party, the Banks or the Agent under or with respect to any such Accounts, general intangibles, Pledged Securities or leases. Each Securing Party will promptly give the Agent written notice of any request by any Person for any credit or adjustment which is in an amount materially greater than that customarily granted by such Securing Party in the ordinary course of business with respect to any Account, general intangible, Pledged Security or lease.

2.3.9 Delivery of Documents. At the Agent's request, each Securing Party shall deliver to the Agent, promptly upon its receipt thereof, copies of any agreements, instruments, documents or invoices comprising or relating to the Collateral. Pending such request, such Securing Party shall keep such items only at locations referred to in Section 2.3.5.

2.3.10 Perfection of Collateral. Upon the Agent's request from time to time, each Securing Party will execute and deliver, and file and record in the proper filing and recording places, all such instruments, including financing statements, collateral assignments of copyrights, trademarks and patents, mortgages or deeds of trust, and notations on certificates of title and will take all such other action, as the Agent deems advisable for confirming to it the Collateral or to carry out any other purposes of this Agreement or any other Credit Document.

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2.4 Administration of Collateral. The Collateral shall be administered as follows, and if an Event of Default shall have occurred and be continuing, Section 2.5 shall also apply.

2.4.1 Use of Collateral. Until the Agent provides written notice to the contrary, each Securing Party may use, commingle and dispose of any part of the Collateral in the ordinary course of its business, all subject to the limitations imposed by the Credit Agreement.

2.4.2 Deposits; Accounts. Each Securing Party shall keep all its bank and deposit accounts only with the Agent, other Banks or the financial institutions listed on Exhibit 2.4.2. To the extent specified by prior written notice from the Agent, whether prior to or after the occurrence of an Event of Default, all sums collected or received and all property recovered or possessed by any Securing Party in connection with any Collateral shall be received and held by such Securing Party in trust for and on the Banks' behalf, shall be segregated from the assets and funds of such Securing Party, and shall be delivered to the Agent for the benefit of the Banks. Without limiting the generality of the foregoing, upon the Agent's request, each Securing Party shall institute depository collateral accounts, lock-box receipts and similar credit procedures providing for the direct receipt of payment on Accounts at a separate address, the segregation of such proceeds for direct payment to the Agent and appropriate notices to Account debtors. Upon the Agent's request, each Securing Party will cause its accounting books and records to be marked with such legends and segregated in such manner as the Agent may specify.

2.4.3 Pledged Securities.

(a) Until an Event of Default shall occur and be continuing:

(i) the Borrower shall be entitled, to the extent permitted by the Credit Agreement and the other Credit Documents, to receive all Dividends and other distributions on or with respect to the Pledged Securities (other than Dividends and other distributions constituting additional Pledged Securities). All Dividends and other distributions constituting additional Pledged Securities will be retained by the Agent (or if received by the Borrower shall be held by the Borrower in trust and shall be immediately delivered by the Borrower to the Agent in the original form received, endorsed in blank) and held by the Agent as part of the Collateral; and

(ii) the Borrower shall be entitled to vote or consent with respect to the Pledged Securities in any manner not inconsistent with the terms of the Credit Agreement and the other Credit Documents, and the Agent will, if so requested, execute appropriate revocable proxies therefor.

(b) If an Event of Default shall have occurred and be continuing:

(i) all Dividends and other distributions on or with respect to the Pledged Securities shall be retained by the Agent (or if received by the Borrower shall be held by the Borrower in trust and shall be immediately delivered by the Borrower to the Agent in the original form received, endorsed in blank) and shall be held by the Agent as part of the Collateral or applied by the Agent to the payment of the Obligations in accordance

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with Section 2.5.7; and

(ii) if and to the extent that the Agent shall so notify in writing the Borrower, only the Agent shall be entitled to vote or consent or take any other action with respect to the Pledged Securities (and the Borrower will, if so requested, execute or cause to be executed appropriate proxies therefor).

2.5 Right to Realize upon Collateral. Except to the extent prohibited by applicable law that cannot be waived, this Section 2.5 shall govern the Banks' right to realize upon the Collateral if any Event of Default shall have occurred and be continuing. The provisions of this Section 2.5 are in addition to any rights and remedies available at law or in equity and in addition to the provisions of each other Credit Document. In the case of a conflict between this Section 2.5 and any other Credit Document, this Section 2.5 shall govern.

2.5.1 Assembly of Collateral; Receiver. Each Securing Party shall, upon the Agent's request, assemble the Collateral and otherwise make it available to the Agent. The Agent may have a receiver appointed for all or any portion of any Securing Party's assets or business which constitutes the Collateral in order to manage, protect, preserve, sell and otherwise dispose of all or any portion of the Collateral in accordance with the terms of the Credit Documents, to continue the operations of any Securing Party and to collect all revenues and profits therefrom to be applied to the payment of the Obligations, including the compensation and expenses of such receiver.

2.5.2 General Authority. Each Securing Party grants the Agent full and exclusive power and authority, subject to the other terms hereof and applicable law, to take any of the following actions (for the sole benefit of the Agent on behalf of the Banks and the holders from time to time of any Obligations, but at such Securing Party's expense):

(a) to ask for, demand, take, collect, sue for and receive all payments in respect of any Accounts, general intangibles, Pledged Securities or leases which such Securing Party could otherwise ask for, demand, take, collect, sue for and receive for its own use;

(b) to extend the time of payment of any Accounts, general intangibles, Pledged Securities or leases and to make any allowance or other adjustment with respect thereto;

(c) to settle, compromise, prosecute or defend any action or proceeding with respect to any Accounts, general intangibles, Pledged Securities or leases and to enforce all rights and remedies thereunder which such Securing Party could otherwise enforce;

(d) to enforce the payment of any Accounts, general intangibles, Pledged Securities or leases, either in the name of such Securing Party or in its own name, and to endorse the name of such Securing Party on all checks, drafts, money orders and other instruments tendered to or received in payment of any Collateral;

(e) to notify any or all of the third party payors with respect to any Accounts, general intangibles, Pledged Securities or leases of the existence of the security interest created hereby and to cause all payments in respect thereof following such notification to

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be made directly to the Agent; *provided, however*, that whether or not the Agent shall have so notified any such payors, such Securing Party will at its expense render all reasonable assistance to the Agent in collecting such items and in enforcing claims thereon; and

(f) to sell, transfer, assign or otherwise deal in or with any Collateral or the proceeds thereof, as fully as such Securing Party otherwise could do.

2.5.3 Marshaling, etc. Neither the Agent nor the Banks shall be required to make any demand upon, or pursue or exhaust any of their rights or remedies against any Securing Party or any other Person with respect to the payment of the Obligations or to pursue or exhaust any of their rights or remedies with respect to any collateral therefor or any direct or indirect guarantee thereof. Neither the Agent nor the Banks shall be required to marshal the Collateral or any guarantee of the Obligations or to resort to the Collateral or any such guarantee in any particular order, and all of its and their rights hereunder or under any other Credit Document shall be cumulative. To the extent it may lawfully do so, each Securing Party absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against the Agent or the Banks, any valuation, stay, appraisal, extension, redemption or similar laws now or hereafter existing which, but for this provision, might be applicable to the sale of any Collateral made under the judgment, order or decree of any court, or privately under the power of sale conferred by this Agreement, or otherwise. Without limiting the generality of the foregoing, each Securing Party (a) agrees that it will not invoke or utilize any law which might prevent, cause a delay in or otherwise impede the enforcement of the rights of the Agent or any Bank in the Collateral, (b) waives all such laws and (c) agrees that it will not invoke or raise as a defense to any enforcement by the Agent or any Bank of any rights and remedies relating to the Collateral or the Obligations or any legal or contractual requirement with which the Agent or any Bank may have in good faith failed to comply. In addition, each Securing Party waives any right to prior notice (except to the extent expressly required by this Agreement) or judicial hearing in connection with foreclosure on or disposition of any Collateral, including any such right which such Securing Party would otherwise have under the Constitution of the United States of America, any state or territory thereof or any other jurisdiction.

2.5.4 Sales of Collateral. All or any part of the Collateral may be sold for cash or other value in any number of lots at public or private sale, without demand, advertisement or notice; *provided, however*, that unless the Collateral to be sold thereunder threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Agent shall give the relevant Securing Party 10 days' prior written notice of the time and place of any public sale, or the time after which a private sale may be made, which notice such Securing Party and the Banks hereby agree to be reasonable. At any sale or sales of Collateral, any Bank or any of its respective officers acting on its behalf, or such Bank's assigns, may bid for and purchase all or any part of the property and rights so sold, may use all or any portion of the Obligations owed to such Bank as payment for the property or rights so purchased, and upon compliance with the terms of such sale may hold and dispose of such property and rights without further accountability to any Securing Party, except for the proceeds of such sale or sales pursuant to Section 2.5.7. Each Securing Party acknowledges that any such sale will be made by the Agent on an "as is" basis with disclaimers of all warranties, whether express or implied. Each Securing Party will execute and deliver or cause to be executed and delivered such instruments,

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documents, assignments, waivers, certificates and affidavits, will supply or cause to be supplied such further information and will take such further action as the Agent shall request in connection with any such sale.

2.5.5 Sale Without Registration. If, at any time when the Agent shall determine to exercise its rights hereunder to sell all or part of the securities included in the Collateral, the securities in question shall not be effectively registered under the Securities Act (or other applicable law), the Agent may, in its sole discretion, sell such securities by private or other sale not requiring such registration in such manner and in such circumstances as the Agent may deem necessary or advisable in order that such sale may be effected in accordance with applicable securities laws without such registration and the related delays, uncertainty and expense. Without limiting the generality of the foregoing, in any event the Agent may, in its sole discretion, (a) approach and negotiate with a single purchaser or one or more possible purchasers to effect such sale, (b) restrict such sale to one or more purchasers each of whom will represent and agree that such purchaser is purchasing for its own account, for investment and not with a view to the distribution or sale of such securities and (c) cause to be placed on certificates representing the securities in question a legend to the effect that such securities have not been registered under the Securities Act (or other applicable law) and may not be disposed of in violation of the provisions thereof. Each Securing Party agrees that such manner of disposition is commercially reasonable, that it will upon the Agent's request give any such purchaser access to such information regarding the issuer of the securities in question as the Agent may reasonably request and that the Agent and the Banks shall not incur any responsibility for selling all or part of the securities included in the Collateral at any private or other sale not requiring such registration, notwithstanding the possibility that a substantially higher price might be realized if the sale were deferred until after registration under the Securities Act (or other applicable law) or until made in compliance with certain other rules or exemptions from the registration provisions under the Securities Act (or other applicable law). Each Securing Party acknowledges that no adequate remedy at law exists for breach by it of this Section 2.5.5 and that such breach would not be adequately compensable in damages and therefore agrees that this Section 2.5.5 may be specifically enforced.

2.5.6 Acquisition Agreement Enforcement. Upon the occurrence and during the continuation of an Event of Default, then or at any time following written notice to Borrower, the Agent (personally or through an agent) is hereby authorized and empowered to perform, or cause performance of, the Acquisition Agreement and to exercise, in respect of the Acquisition Agreement, in addition to all other rights and remedies provided for herein or otherwise available to it (under the Acquisition Agreement or otherwise), all of the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Code applies to the Acquisition Agreement), and the expenses of Agent incurred in connection with and all of the foregoing shall be payable by the Borrower. The Borrower hereby irrevocably constitutes and appoints the Agent as its proxy and attorney-in-fact with respect to the Acquisition Agreement, with full power of substitution, which appointment shall remain in effect until the Obligations are paid in full and which shall only be used by Agent upon the occurrence and during the continuation of an Event of Default.

2.5.7 Application of Proceeds. The proceeds of all sales and collections in respect of any Collateral or other assets of the Securing Parties, all funds collected from the

Security Agreement

Securing Parties and any cash contained in the Collateral, the application of which is not otherwise specifically provided for in the Credit Agreement or herein, shall be applied as follows:

(a) first, to the payment of the costs and expenses of such sales and collections, the expenses of the Agent and the reasonable and actual fees and expenses of its special counsel;

(b) second, any surplus then remaining to the payment of the Obligations in such order and manner as the Agent may in its sole discretion determine; *provided, however*, that any such payment of Obligations owed to all Banks shall be applied in accordance with the provisions of the Credit Agreement applicable to the interests of the Banks in the Obligations with respect to which such payment was received; and

(d) third, any surplus then remaining shall be paid to the respective Securing Party.

2.6 Custody of Collateral. Except as provided by applicable law that cannot be waived and except as provided by Section 9-207 of the Uniform Commercial Code of the State of New York, the Agent will have no duty as to the custody and protection of the Collateral, the collection of any part thereof or of any income thereon or the preservation or exercise of any rights pertaining thereto, including rights against prior parties. The Banks will not be liable or responsible for any loss or damage to any Collateral, or for any diminution in the value thereof, by reason of the act or omission of any agent selected by the Agent acting in good faith other than any act or omission arising from gross negligence or willful misconduct.

3. Certain Waivers. To the extent that such waiver is not prohibited by the provisions of applicable law that cannot be waived, each Securing Party waives:

(a) all presentments, demands for performance, notices of nonperformance (except to the extent required by this Agreement or any other Credit Document), protests, notices of protest and notices of dishonor;

(b) any requirement of diligence or promptness on the part of the Agent or the Banks in the enforcement of their rights under this Agreement or any other Credit Document;

(c) any and all notices of every kind and description which may be required to be given by any statute or rule of law; and

(d) any defense (other than indefeasible payment in full) which it may now or hereafter have with respect to its liability under this Agreement or any other Credit Document or with respect to the Obligations.

4. Further Assurances. Each Securing Party will, promptly upon the request of the Agent from time to time, execute, acknowledge and deliver, and file and record, all such instruments, and take all such action, as the Agent reasonably deems necessary or advisable to carry out the intent

Security Agreement

and purposes of this Agreement and, in the event that (a) the Agent registers the Pledged Stock in its name or the name of its nominee pursuant to the provisions of Section 2.3.1, or (b) the Agent exercises its rights to realize upon the Collateral pursuant to the provisions of Section 2.5, each Securing Party hereby agrees to use commercially reasonable efforts to obtain all necessary consents and approvals from any and all third parties, including without limitation (i) all Governmental Authorities and (ii) all landlords under such Securing Party's leases of real property. The Agent's rights hereunder, including without limitation the Agent's rights in the Collateral pursuant to Section 2.1 and its rights to realize upon the Collateral pursuant to Section 2.5, shall not in any way be limited as against any Securing Party by any actual or potential adverse consequence in respect of any lease of real property, any third party consent or any other agreement included in the Collateral, including without limitation any defaults thereunder, any impairment of rights of such Securing Party to exercise and obtain the benefits of any options contained therein, any rights of acceleration, repossession or termination thereunder, or any other circumstances adversely affecting any such leases, consents or other agreements; and the Agent may take any action permitted under this Agreement notwithstanding any such consequences.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the Agent and its successors and assigns and shall be binding upon each Securing Party and its successors and assigns; *provided, however*, that no Securing Party shall assign its rights and obligations under this Agreement without the prior written consent of the Banks; and *provided, further*, that the Agent shall not assign its rights and obligations under this Agreement to any Person other than in accordance with Section 11 of the Credit Agreement.

6. Notices. Any notices and other communications provided for hereunder shall be sent in accordance with the terms and provisions of Section 12.03 of the Credit Agreement.

7. Course of Dealing; Amendments and Waivers. No course of dealing between the Agent, on one hand, and a Securing Party, on the other hand, shall operate as a waiver of any rights of the Agent or the Banks under this Agreement or any other Credit Document or with respect to the Obligations. Each Securing Party acknowledges that if the Agent or any Bank, without being required to do so by this Agreement or any other Credit Document, gives any notice or information to, or obtains any consent from, such Securing Party, the Agent or the Banks shall not by implication have amended, waived or modified any provision of this Agreement or any other Credit Document, or created any duty to give any such notice or information or to obtain any such consent on any future occasion. No delay or omission on the part of the Agent or any Bank in exercising any right under this Agreement or any other Credit Document or with respect to the Obligations shall operate as a waiver of such right or any other right hereunder or thereunder. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. No waiver, consent or amendment with respect to this Agreement shall be binding unless it is in writing and signed by the Securing Parties and the Agent.

8. Governing Law; Submission to Jurisdiction; Venue; Service of Process.

(a) This Agreement and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with and be governed by the laws of the State of New York applicable to contracts made and to be performed wholly therein, without giving effect to

Security Agreement

principles of conflicts of law. Any legal action or proceeding with respect to this Agreement may be brought in the courts of the State of New York located in New York County or the United States for the Southern District of New York, and, by execution and delivery of this Agreement, each Securing Party hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts. Each Securing Party designates and appoints CT Corporation System, with an address at 1633 Broadway, New York, New York 10019 and such other persons as may hereafter be selected by such Securing Party and shall irrevocably agree in writing to so serve, as its agent to receive on its behalf, service of all process in any such proceedings in any such court, such service being hereby acknowledged by such Securing Party to be effective and binding service in every respect. A copy of such process so served shall be mailed by registered mail to the Borrower at the address as provided in Section 12.03 of the Credit Agreement except that unless otherwise provided by applicable law, any failure to mail such copy shall not affect the validity of service of process. If any agent appointed by any Securing Party refuses to accept service, such Securing Party hereby agrees that service upon it by mail shall constitute sufficient notice. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of the Agent to bring proceedings against any Securing Party in the courts of any other jurisdiction.

(b) Each party hereto hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to in paragraph (a) above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

9. WAIVER OF JURY TRIAL. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY.

10. Discharge. If the Obligations then due and payable have been indefeasibly paid in full in cash and discharged at the time the Banks are no longer under an obligation to make further Loans or issue Letters of Credit to the Borrower under the Credit Agreement (or such obligation is waived in writing by the Borrower), then this Agreement and the rights hereby granted shall cease, terminate and be void, and at the request of the Borrower, and at its expense, the Agent shall release and discharge its rights hereunder and release and discharge all of the Collateral without recourse against it and to that end shall execute and deliver to the Borrower at the Borrower's expense, such releases, reassignments and other documents (or cause the same to be done) as the Borrower shall reasonably request, and the Agent shall pay over to the Borrower any money and deliver to it any other property then held by it as Collateral. The receipt of the Borrower for the Collateral or in the case of any Collateral which has been sold pursuant to Section 2.5.4, the proceeds of such sale so delivered, shall be a complete and full acquittance therefor, and the Agent and/or any such agent shall thereafter be discharged from any liability or responsibility therefor.

Security Agreement

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11. General. All covenants, agreements, representations and warranties made in this Agreement or any other Credit Document or in certificates delivered pursuant hereto or thereto, and all other information furnished or to be furnished to the Agent or the Banks by a Securing Party with respect to the transactions contemplated by this Agreement or any other Credit Document, shall be deemed to have been relied on by the Agent and the Banks, notwithstanding any investigation made by the Agent or the Banks on its or their behalf, and shall survive the execution and delivery to the Agent of this Agreement and each other Credit Document. The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term or provision hereof. The headings in this Agreement are for convenience of reference only and shall not limit, alter or otherwise affect the meaning hereof. This Agreement and the other Credit Documents constitute the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede all prior and current understandings and agreements, whether written or oral, with respect to such subject matter. This Agreement is a Credit Document and may be executed in any number of counterparts, which together shall constitute one instrument.

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Security Agreement

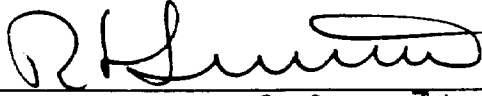
NY3:#7196980v8

**TRADEMARK
REEL: 002056 FRAME: 0429**

Each of the undersigned has caused this Agreement to be executed and delivered by its duly authorized officer as an agreement under seal as of the date first above written.

BORROWER

CAR COMPONENT TECHNOLOGIES, INC.

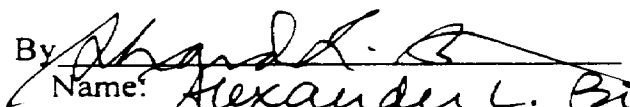
By 
Name: Robert F. Smith Sr.
Title: Vice President

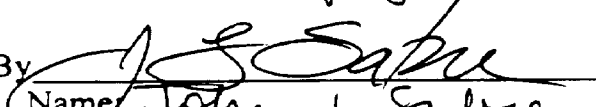
SUBSIDIARY GUARANTORS

[NONE AS OF THE DATE HEREOF]

AGENT

FIRST DOMINION CAPITAL, L.L.C.,
as Agent as aforesaid

By 
Name: Alexander L. Bolen
Title: Managing Director

By 
Name: John L. Sabre
Title: Senior Managing Director

PLEDGED STOCK

None.

LOCATIONS OF COLLATERAL

1. Locations of Collateral:
 - a. Real Property, together with building and improvements located thereon, located at 10 Iron Horse Drive, Bedford, NH.
 - b. Real Property, together with building and improvements located thereon, located at 1805 Wilmington Avenue, Compton, CA.
 - c. Real Property, together with building and improvements located thereon, located at 25 Columbia Circle, Merrimack, NH.

2. Jurisdictions in which Financing Statements Filed:
 - a. New Hampshire
 - b. California

TRADENAMES

1. **CAR COMPONENT TECHNOLOGIES** - trade name registered by the New Hampshire Secretary of State on May 12, 1998.
2. **CCT** - The Borrower has filed a federal application to register the mark "CCT" for "remanufactured axles for automobiles and trucks". The application was filed on April 23, 1998 and is pending as Serial No. 75-473-026. The Borrower also filed a state trade name application with the New Hampshire Secretary of State for the trade name "CCT" on May 12, 1998. The state application was initially rejected on the basis that it conflicts with another registered name "CCT Services". The Borrower is in the process of pursuing this registration and does not believe that "CCT Services" will impact the Borrower's right to use "CCT".
3. **CVJ/JATS** - The Borrower anticipates filing a federal application for the mark "CVJ/JATS" and anticipates completing the application and filing it shortly.

DEPOSITORY INSTITUTIONS

1. Bank of New Hampshire
Operating Account
Account Number: 1050004128

2. Bank of New Hampshire
Payroll Account
Account Number: 1050004136

3. Bank of New Hampshire
Car Component Technologies, Inc. Distribution Acct.
Account Number: 9037800764

AMENDMENT AND WAIVER

AMENDMENT AND WAIVER dated as of August 26, 1999 between Car Component Technologies, Inc., a New Hampshire corporation (the "Borrower"); each of the corporations identified under the caption "SUBSIDIARY GUARANTORS" on the signature pages hereto (individually a "Subsidiary Guarantor" and, collectively, the "Subsidiary Guarantors" and with the Borrower, individually, a "Securing Party" and, collectively with the Borrower, the "Securing Parties"); and First Dominion Capital, L.L.C. ("First Dominion") as agent (the "Agent") for itself and the other Banks (as defined below).

WHEREAS, the Borrower, the banks party thereto (the "Banks") and the Administrative Agent are party to a Credit Agreement dated as of February 18, 1999 (as amended, supplemented and otherwise modified and in effect to but excluding the date hereof, the "Credit Agreement").

WHEREAS, the Borrower, the Securing Parties and the Administrative Agent are parties to a Security Agreement dated as of February 18, 1999 (the "Security Agreement") providing, inter alia, for the granting of collateral as security for the obligations of the Borrower under the Credit Agreement.

WHEREAS, the Borrower, the Banks and the Administrative Agent are entering into an Amendment No. 1 dated as of August 26, 1999 ("Amendment No. 1") to the Credit Agreement providing for, inter alia, an increase in the Revolving Loan Commitments and the Term Loan Commitments in an aggregate principal amount of \$7,000,000 in connection with the acquisition (the "DSR Acquisition") by the Borrower of certain assets of DSR Automotive, LLC, a Texas limited liability company, Automotive Acquisition Group, Inc., a Texas corporation, John Hyltin and Sam Spradlin pursuant to an Asset Purchase Agreement dated as of August 25, 1999 (the "DSR Purchase Agreement").

WHEREAS, the Borrower has requested that the Agent agree, and the Agent is willing, on the basis set forth herein, to amend Exhibits 2.3.5 and 2.3.6 to the Security Agreement and waive the notice requirement under Section 2.3.5 of the Security Agreement, all on the terms and conditions of this Amendment and Waiver. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

NOW THEREFORE in consideration of the premises and the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Waiver. Subject to the satisfaction of the conditions to effectiveness specified in Section 5 hereof, but with effect on the date hereof, the Agent hereby agrees with the Borrower that the obligation of the Securing Party to provide notice to the Agent pursuant to Section 2.3.5 of the Security Agreement shall be waived to the extent necessary to permit the

relocation of assets purchased by the Borrower pursuant to the DSR Purchase Agreement as contemplated by Section 5.2(c) of the DSR Purchase Agreement.

Section 2. Amendment. Exhibits 2.3.5 and 2.3.6 to the Security Agreement are hereby amended in its entirety and replaced with Exhibits 2.3.5 and 2.3.6 attached to this Amendment and Waiver, and each reference in the Security Agreement to "Exhibit 2.3.5" of "Exhibit 2.3.6" (or words of like import) shall be deemed to refer to Exhibit 2.3.5 or Exhibit 2.3.6, as the case may be, attached to this Amendment and Waiver.

Section 3. Representations and Warranties. The Borrower hereby represents and warrants to the Agent that this Amendment and Waiver has been duly and validly executed and delivered by the Borrower and constitutes the Borrower's legal and valid obligation, enforceable in accordance with its terms. It shall be an Event of Default for all purposes of the Credit Agreement if any representation, warranty or certification made by the Company in this Amendment and Waiver, or in any certificate or other writing furnished to the Agent pursuant to this Amendment and Waiver, shall prove to have been incorrect as of the time made or furnished in any material respect.

Section 4. Documents Otherwise Unchanged. The parties hereto agree that, except as expressly provided herein, the Security Agreement shall remain unchanged and in full force and effect.

Section 5. Conditions to Effectiveness. The waiver set forth in Section 1 hereof and the amendment to the Security Agreement set forth in Section 2 hereof shall become effective upon receipt by the Agent of one or more counterparts of this Amendment and Waiver duly executed by the Borrower and the Agent.

Section 6. Counterparts. This Amendment and Waiver may be executed in any number of counterparts, each of which shall be identical and all of which, when taken together, shall constitute one and the same instrument, and any of the parties hereto may execute this Amendment and Waiver by signing any such counterpart.

Section 7. Expenses. Without limiting its obligations under Section 12.01 of the Credit Agreement, the Borrower agrees to pay, on demand, all reasonable out-of-pocket costs and expenses of the Agent (including, without limitation, reasonable fees and expenses of Milbank, Tweed, Hadley & McCloy LLP, special counsel to the Agent) incurred in connection with the negotiation, preparation, execution and delivery of this Amendment and Waiver.

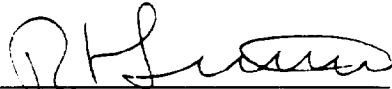
Section 8. Binding Effect. This Amendment and Waiver shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 9. Governing Law. This Amendment and Waiver shall be governed by, and construed in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment and Waiver to be executed and delivered by its duly authorized officer as an agreement under seal as of the date first above written.

BORROWER

CAR COMPONENT TECHNOLOGIES, INC.

By 
Name:
Title:

SUBSIDIARY GUARANTORS

[NONE AS OF THE DATE HEREOF]

AGENT

FIRST DOMINION CAPITAL, L.L.C.,
as Agent as aforesaid

By _____
Name:
Title:

By _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment and Waiver to be executed and delivered by its duly authorized officer as an agreement under seal as of the date first above written.

BORROWER

CAR COMPONENT TECHNOLOGIES, INC.


By _____
Name:
Title:

SUBSIDIARY GUARANTORS

[NONE AS OF THE DATE HEREOF]

AGENT

FIRST DOMINION CAPITAL, L.L.C.,
as Agent as aforesaid

By  _____
Name:
Title:


By  _____
Name:
Title:

Exhibit 2.3.5
to Amendment and Waiver
to the
Security Agreement

Exhibit 2.3.5

LOCATIONS OF COLLATERAL

1. Locations of Collateral:

- a. Real Property, together with building and improvements located thereon, located at 10 Iron Horse Drive, Bedford, NH.
- b. Real Property, together with building and improvements located thereon, located at 1805 Wilmington Avenue, Compton, CA.
- c. Real Property, together with building and improvements located thereon, located at 25 Columbia circle, Merrimack, NH.
- d. Inventory, located at 7537 Jack Newell Boulevard, Fort Worth, TX.

2. Jurisdictions in which Financing Statements Filed:

- a. New Hampshire
- b. California
- c. Texas

Exhibit 2.3.6
to Amendment and Waiver
to the
Security Agreement

Exhibit 2.3.6

TRADENAMES

1. CAR COMPONENT TECHNOLOGIES - trade name registered by the New Hampshire Secretary of State on May 12, 1998.
2. CCT - The Borrower has filed a federal application to register the mark "CCT" for "remanufactured axles for automobiles and trucks". The application was filed on April 23, 1998 and is pending as Serial No. 75-473-026. The Borrower also filed a state trade name application with the New Hampshire Secretary of State for the trade name "CCT" on May 12, 1998. The state application was initially rejected on the basis that it conflicts with another registered name "CCT Services". The Borrower is in the process of pursuing this registration and does not believe that "CCT Services" will impact the Borrower's right to use "CCT".
3. CVJ/JATS - The Borrower anticipates filing a federal application for the mark "CVJ/JATS" and anticipates completing the application and filing it shortly.
4. DSR AUTOMOTIVE