FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECORD
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05-12-2000

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the original documents or copy thereof.

1. Name of conveying party(ies):

Four Wheel Drive Hardware, L.L.C.

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other Limited Liability Company

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

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank, as Ager

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State IL
- ☐ Other

If assignee is not domiciled in the United States, a domestic represetative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

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

Execution Date: April 20, 2000

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

A. Trademark Application No.(s)

See Schedule A-1

B. Trademark Registration No.(s)

See Schedule A-1

Additional numbers attached? ☐ Yes ☐ No

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

Name:

Internal Address:

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

City: State: ZIP:

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) $ 65.00

- ☐ Enclosed
- ☐ 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

05/11/2000 JJALLAH2 00000087 1399899
01 FC:481 40.00 OP
02 FC:482 25.00 OP

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.

Gregory T. Pealer
Name of Person Signing

Signature

April 20, 2000
Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK COLLATERAL AGREEMENT

This 20th day of April, 2000, FOUR WHEEL DRIVE HARDWARE, L.L.C., a Delaware limited liability company (*"Debtor"*) with its principal place of business and mailing address at 44488 State Route 14, Columbiana, Ohio 44408 in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation *("HTSB")* with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as agent hereunder for the Lenders defined in that certain Security Agreement hereinafter defined (said HTSB acting as such agent and any successor or successors to said HTSB in such capacity being hereinafter referred to as the *"Secured Party")*, and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party (the *"Security Agreement"*). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as *"Intent-To-Use Applications"*), but rather, if and so long as Debtor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

FOUR WHEEL DRIVE HARDWARE, L.L.C.

By _____
Name: John Underwood
Title: Vice President

HARRIS TRUST AND SAVINGS BANK, as Agent

By _____
Name: _____
Title: _____

Signature Page to Trademark Collateral Agreement

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

FOUR WHEEL DRIVE HARDWARE, L.L.C.

By _____
Name: _____
Title: _____

HARRIS TRUST AND SAVINGS BANK, as Agent

By Wm J. Kane
Name: William J. Kane
Title: V.P.

Signature to Trademark Collateral Agreement

STATE OF IL)
) SS
COUNTY OF Cook)

I, Jeffrey A. Cote a Notary Public in and for said County, in the State aforesaid, do hereby certify that John Underwood, Vice President of Four Wheel Drive Hardware, L.L.C., a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 20 day of April, 2000.

(NOTARIAL SEAL) OFFICIAL SEAL
JEFFREY A. COTE
Notary Public — State of Illinois
My Commission Expires 3/29/03

Notary Public

Jeffrey A. Cote
(Type or Print Name)

My Commission Expires:

3/29/03

Notary Page to Trademark Collateral Agreement

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Jody A. Cain, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William J. Kane, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 20th day of April, 2000.

(NOTARIAL SEAL)

Notary Public

Jody A. Crain
(Type or Print Name)

My Commission Expires:

3/4/01

"OFFICIAL SEAL"
JODY A. CRAIN
Notary Public, State of Illinois
My Commission Expires 03/04/01

SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
4WD and Design	1,399,899	7/1/86

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
Four Wheel Drive Hardware	75/609,516	12/21/98

COMMON LAW MARKS AND TRADE NAMES

None

REGISTERED STATE TRADEMARKS AND TRADEMARK APPLICATIONS

None

REGISTERED FOREIGN TRADEMARKS AND TRADEMARK APPLICATIONS

None

SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

None