

09-01-2000

FORM PTO-1618A
Expires 06/30/01
OMB 0651-002



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

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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 7.31.00
- 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
June 13, 2000

Name

Formerly

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

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 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

FOR OFFICE USE ONLY

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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. 20231

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REEL: 002128 FRAME: 0572

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)

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"/>	<input type="text" value="1602895"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Chad D. Tillman, Esq.

Chad D. Tillman

July 24, 2000

Name of Person Signing

Signature

Date Signed

TRADEMARK SECURITY AGREEMENT

WHEREAS, National Semi-Trailer Corp., a corporation organized under the laws of Michigan ("Grantor"), owns the Trademarks and the Trademark registrations and Trademark applications listed on Schedule A annexed hereto; and

WHEREAS, Pursuant to the Credit Agreement dated as of August 4, 1993, by and among the Grantor, as borrower, the Lenders party thereto (the "Original Lenders") and First Union National Bank (f/k/a First Union National Bank of North Carolina), as Agent, as amended pursuant to the First Amendment to Credit Agreement dated February 2, 1994, the Second Amendment to Credit Agreement dated May 16, 1994, the Third Amendment to Credit Agreement dated December 22, 1994, the Fourth Amendment to Credit Agreement dated June 23, 1995, the Fifth Amendment to Credit Agreement dated September 22, 1995, the Sixth Amendment to Credit Agreement dated August 5, 1996 and the Amended and Restated Credit Agreement dated as of December 17, 1996 (as amended, the "Original Credit Agreement"), the Original Lenders agreed to extend certain credit facilities to the Grantor.

WHEREAS, In connection with the Original Credit Agreement, the Original Lenders required that the Grantor execute a Trademark Collateral Assignment dated August 4, 1993 as amended and restated in its entirety by the Amended and Restated Trademark Collateral Assignment dated as of December 17, 1996 (the "Original Trademark Collateral Assignment").

WHEREAS, Pursuant to the Second Amended and Restated Credit Agreement dated as of May 22, 1998 herewith (the "Credit Agreement") between the Grantor, as borrower, the Lenders party thereto and the Agent, the Original Credit Agreement was amended and restated in its entirety.

WHEREAS, In connection with the Credit Agreement, the Lenders required that the Grantor execute a Second Amended and Restated Trademark Collateral Assignment dated as of May 22, 1998 (the "Trademark Collateral Assignment") which amended and restated the Original Trademark Collateral Assignment in its entirety.

WHEREAS, In connection with the recordation of the Agent's security interest in the Trademarks pursuant to the Original Trademark Collateral Assignment and the Trademark Collateral Assignment, a complete assignment of the Trademarks was inadvertently recorded rather than evidence of the Agent's security interest in the Trademarks:

WHEREAS, a Quitclaim/Assignment was subsequently entered into by the Agent assigning the Trademarks back to the Grantor such Quitclaim/Assignment was filed in the United States Patent and Trademark Office on _____, 2000;

WHEREAS, pursuant to the terms of the Trademark Collateral Assignment (all capitalized terms defined in the Credit Agreement or the Trademark Collateral Assignment and not otherwise defined herein have the respective meanings provided for in the Credit Agreement or the Trademark Collateral Assignment), between the Grantor and the Agent, the Grantor has granted to the Agent for the ratable benefit of itself and Lenders a security interest in certain

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assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations and Trademark Licenses, together with the goodwill of the business symbolized by the Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all Obligations owing by the Grantor under the Credit Agreement and the other Loan Documents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants, assigns and conveys, and bargains, mortgages and pledges to the Agent for the ratable benefit of itself and the Lenders, and grants to the Agent for the ratable benefit of itself and the Lenders a security interest in, the Grantor's entire right, title and interest in, to and under all of the Grantor's Trademarks and trademark and service mark applications and registrations now existing or hereafter acquired or arising including, without limitation, those listed in Schedule A hereto, and all of the goodwill of the Grantor's business connected with and symbolized by each of the Trademarks and to which each of the Trademarks, applications or registrations relates, whether presently existing or hereafter arising or acquired, and also in the following:

(a) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration or application, or for injury to the goodwill associated with any Trademark or Trademark registration or application;

(b) all rights corresponding thereto throughout the world; and

(c) any and all formulae, processes, procedures, know-how and technology of the Grantor, now existing or hereafter acquired, and used in connection with or in any way related to the products sold under or otherwise associated with the Trademarks.

All of the foregoing shall be collectively referred to as the "Trademark Collateral".

This Trademark Security Agreement is given for the purposes of securing the full and timely payment, observance and performance of all Obligations, whether now existing or hereafter arising, direct or indirect, secured or unsecured, absolute or contingent, due or to become due, arising by operation of law or otherwise, and the performance by the Grantor of all of its covenants, warranties and representations under the Credit Agreement and any other Loan Documents. The Credit Agreement and the terms and provisions thereof are incorporated herein in their entirety by this reference as if fully set forth herein.

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Trademark Collateral Assignment. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Trademark Collateral Assignment, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 13 day of JUNE, 2000.

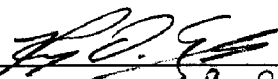
NATIONAL SEMI-TRAILER CORP.

By: [Signature]
Name: Russell E. Bromley
Title: CEO

[Signature Pages Continue]

Agreed and Accepted as of the
31st day of May, 2000.

FIRST UNION NATIONAL BANK,
as Agent

By: 
Name: Roy O. Young
Title: Vice President

[Acknowledgment Follows]

[Trademark Security Agreement]

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ACKNOWLEDGMENT

STATE OF MICHIGAN

COUNTY OF OAKLAND

I, MARIE BARGIEL, a Notary Public for said County and State, do hereby certify that RANDELL E. BEMBLEY personally appeared before me this day and stated that (s)he is CEO of National Semi-Trailer Corp. and acknowledged, on behalf of National Semi-Trailer Corp. the due execution of the foregoing instrument.

Witness my hand and official seal, this 13 day of JUNE, 2000.

Marie Bargiel
Notary Public

My commission expires:

07/28/2001

MARIE BARGIEL
Notary Public, Oakland County, MI
My Commission Expires July 28, 2001

Schedule A
to Trademark
Security Agreement

Mark "National Semi-Trailer Corp.",
U.S. Registration No. 1,602,895

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RECORDED: 07/31/2000

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