

09-28-2000

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



101475219

REGISTRATION COVER SHEET
TRADEMARKS ONLY

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

Submission Type

☒ New 9-18-00
☐ Resubmission Document ID # (Non-Recordation)
☐ 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
Name Execution Date
Month Day Year
08/25/00
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

09/28/2000 JJALLANE 00000014 75667973

01 FC:481
02 FC:482

40.00 DP
300.00 DP

FOR OFFICE USE ONLY

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

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" value="75/667,973"/>	<input type="text" value="75/565,122"/>	<input type="text" value="76/090,992"/>	<input type="text" value="1,948,974"/>	<input type="text" value="1,535,004"/>	<input type="text" value="791,331"/>
<input type="text" value="76/088,948"/>	<input type="text" value="76/020,089"/>	<input type="text" value="75/565,123"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76/069,876"/>	<input type="text" value="75/667,963"/>	<input type="text" value="75/709,735"/>	<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:

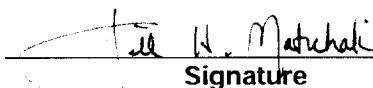
Yes ☒ No ☐

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.

Jill H. Matichak

Name of Person Signing


Signature

9/12/00

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

Conveying Party

☐ Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

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

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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Trademark Application Number(s)

Registration Number(s)

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, PRESTOLITE WIRE CORPORATION, a Delaware corporation (**"Grantor"**), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into a Third Amended and Restated Credit Agreement dated as of August 25, 2000 (said Third Amended and Restated Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the **"Credit Agreement"**) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the **"Lenders"**) and Wells Fargo Bank, National Association, as Administrative Agent for the Lenders (in such capacity, **"Secured Party"**), pursuant to which the Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

WHEREAS, Grantor may from time to time enter into one or more Interest Rate Agreements (collectively, the **"Lender Interest Rate Agreements"**) with one or more Lenders (in such capacity, collectively, **"Interest Rate Exchangers"**); and


WHEREAS, pursuant to the terms of an Amended and Restated Security Agreement dated as of August 25, 2000 (as amended, supplemented or otherwise modified from time to time, the **"Security Agreement"**), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to all trademarks, trade names, business names, licenses, registrations and all goodwill associated with any of the foregoing, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the **"Trademark Collateral"**).

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party 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 are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 25th day of August, 2000.

PRESTOLITE WIRE CORPORATION

By: 
Name: GASPEN BUFFA JR.
Title: PRESIDENT