

10-20-2000

FORM PTO-1594

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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

1. Name of conveying party(ies): **THE PULLMAN COMPANY**

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (DE)
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Conditional Assignment of and Security Interest in
Trademark Rights

Execution Date: November 4, 1999

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

Name: The Chase Manhattan Bank, as Administrative Agent

Internal Address: _____

Street Address: 4 MetroTech Center, 5th FloorCity: Brooklyn State: NY ZIP: 11245

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No(s)

B. Trademark Registration No(s) **709,929 ; 1,628,912 ; 1,832,699**
593,886 ; 1,206,105 ; 1,247,559
1,955,030 ; 1,280,580Additional numbers attached? ☐ Yes ☒ No

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

Name: Kristopher E. Ahrend, Esq.Internal Address: Simpson Thacher & BartlettStreet Address: 425 Lexington AvenueCity: New York State: New York ZIP: 100176. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41): \$215.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Kristopher E. Ahrend, Esq.

Name of Person Signing

Signature

10/2/00

Date

Total number of pages comprising cover sheet: 7

10/20/00 0000001 10925

0. 0000001
0. 000000110.00 GP
175.00 GPMail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 002158 FRAME: 0227

**CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of November 4, 1999 is made by The Pullman Company, a Delaware corporation (the "Obligor"), in favor of The Chase Manhattan Bank, a New York banking corporation, as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of September 30, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Tenneco Inc., a Delaware corporation and parent of Obligor (the "Borrower"), the Lenders, the Administrative Agent, Commerzbank and Bank of America, N.A., as co-documentation agents ("Co-Documentation Agents"), and Citicorp USA, Inc., as syndication agent ("Syndication Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other entities related to the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of November 4, 1999, in favor of Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Obligor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Obligor has duly authorized the execution, delivery and performance of this Conditional Assignment;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Obligor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Conditional Assignment and Grant of Security Interest. Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

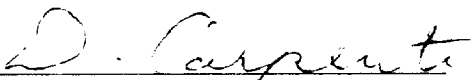
SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by Obligor for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

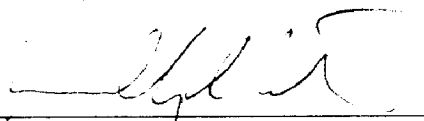
SECTION 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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

THE PULLMAN COMPANY

By: 
 Name: Donald Carpenter
 Title: Vice President

THE CHASE MANHATTAN BANK
 as Administrative Agent for the Lenders

By: 
 Name: **RANDOLPH E. CATES**
 Title: **VICE PRESIDENT**

STATE OF ILLINOIS)
) ss

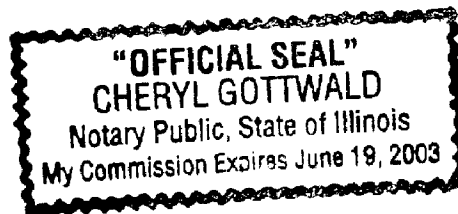
COUNTY OF COCK)

On the 4th day of November, 1999, before me personally came

LEONARD D. HENDERSON, who is personally known to me to be the VICE PRESIDENT of
The Pullman Company, a Delaware corporation; who, being duly sworn, did depose and say
that ~~she~~ he is the VICE PRESIDENT in such corporation, the corporation described in
and which executed the foregoing instrument; that she/he executed and delivered said
instrument pursuant to authority given by the Board of Directors of such corporation; and that
she/he acknowledged said instrument to be the free act and deed of said corporation.

Cheryl Gottwald
Notary Public

(PLACE STAMP AND SEAL ABOVE)



STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On the 4th day of NOVEMBER, 1999, before me personally came RANDOLPH E. CAZES, who is personally known to me to be the VICE PRESIDENT of The Chase Manhattan Bank, a New York banking corporation; who, being duly sworn, did depose and say that ~~she~~/he is the VICE PRESIDENT in such corporation, the corporation described in and which executed the foregoing instrument; that ~~she~~/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that ~~she~~/he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public
ELIZABETH IACOVIELLO
Notary Public, State of New York
No. 31-4638331
Qualified in New York County
Commission Expires June 30, 2000

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A - U.S. TRADEMARKS**REGISTERED TRADEMARKS
THE PULLMAN COMPANY**

The Pullman Company	CLEVEBLOC	709929	17JA1961
The Pullman Company	CLEVEKLIP	1628912	25DE1990
The Pullman Company	FLUID BLOC	1832699	26AP1994
The Pullman Company	HARRIS	593886	17AU1954
The Pullman Company	HYDRABLOC	1206105	24AU1982
The Pullman Company	MR-9	1247559	09AU1983
The Pullman Company	MUSCLE LSE	1955030	06FE1996
The Pullman Company	TIRE-TELE TT	1280580	05JE1984

401384

SCHEDULE A - U.S. TRADEMARKS

**TRADEMARKS APPLICATIONS
THE PULLMAN COMPANY**

NONE

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