ORM PTO-159 MRD
(rev. 6-93)
MB No. 0651-0011 (exp. 4/94)
Tab settings 10·23·00

REC 11-09-2000 SHEET Y

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101512169

To the Honorable Commissioner of Pa... attached original documents or copy thereof.

1. Name of conveying party(ies):

McNeilus Truck and Manufacturing, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Bank of America, N.A., as agent

Internal Address:

Street Address: 231 S. LaSalle

City: Chicago State: IL ZIP: 60697

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

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)

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

3. Nature of conveyance:

- ☐ Assignment
- ☐ Security Agreement
- ☒ Other Reaffirmation & Amendment Agreement
- ☐ Merger
- ☐ Change of Name

Execution Date: September 28, 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Laura Konrath

Internal Address: Winston & Strawn
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) $165.00

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach 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.

Laura Konrath
Name of Person Signing

L Konrath
Signature

10/9/00
Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK
REEL: 002171 FRAME: 0501

Continuation Item 4

MCNEILUS TRUCK AND MANUFACTURING, INC.
U.S. TRADEMARKS

	TRADEMARK	SERIAL NO.	REGISTRATION NO.	FILING DATE	REGISTRATION DATE	LAW FIRM
	[redacted]					
1	AUTO REACH AUTOMATED SIDE	75/371,219	2,260,469	10/10/97	7/13/99	NIKOLAI
	[redacted]		[redacted]			
2	CENTURY	75/233,613	2,154,757	1/28/97	5/5/98	NIKOLAI
3	CENTURY I	75/233,614	2,137,107	1/28/97	2/17/98	NIKOLAI
4	CENTURY II	75/232,171	2,137,082	1/28/97	2/17/98	NIKOLAI
	[redacted]					
	[redacted]					
	[redacted]					
5	METRO-PAK	75/224,897	2,152,062	1/13/97	4/21/98	[redacted]
	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
	[redacted]		[redacted]	[redacted]	[redacted]	[redacted]
	[redacted]		[redacted]	[redacted]	[redacted]	[redacted]
	[redacted]		[redacted]	[redacted]	[redacted]	[redacted]
	[redacted]		[redacted]	[redacted]	[redacted]	[redacted]
	[redacted]		[redacted]	[redacted]	[redacted]	[redacted]

TRADEMARK
REEL: 002171 FRAME: 0502

MCNEILUS TRUCK AND MANUFACTURING, INC.
U.S. TRADEMARKS APPLICATIONS

TRADEMARK	SERIAL NO.	FILING DATE	LAW FIRM
AIRWARE		5/13/99	NIKOLAI
AIRWARE CONTROL SYSTEM		5/13/99	NIKOLAI
BUCKET LOADER		2/23/00	NIKOLAI
MCNEILUS TRUCK AND MANUFACTURING		6/10/99	NIKOLAI
MISCELLANEOUS DESIGN	75/308247	6/13/97	MERCHANT
OPPOSITION	116835		MERCHANT
PACIFIC SERIES FRONT LOADER AND DESIGN		4/17/00	NIKOLAI
RPM AND DESIGN		4/4/00	NIKOLAI
WALL OF STEEL		2/23/00	NIKOLAI

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TRADEMARK
REEL: 002171 FRAME: 0503

REAFFIRMATION AND AMENDMENT AGREEMENT
(SUBSIDIARY SECURITY AGREEMENT)
(SUBSIDIARY PLEDGE AGREEMENT)
(SUBSIDIARY GUARANTY)
(SUBSIDIARY COPYRIGHT SECURITY AGREEMENTS)
(SUBSIDIARY PATENT SECURITY AGREEMENTS)
(SUBSIDIARY TRADEMARK SECURITY AGREEMENTS)

This Reaffirmation and Amendment Agreement (this "Agreement") is dated as of September 28, 2000 and entered into by and among the entities signatory hereto (each either a Guarantor to the Prior Credit Agreement (as defined below) an "Original Guarantor" or a Guarantor subsequently joined to the Subsidiary Guaranty, Subsidiary Security Agreement or Subsidiary Pledge Agreement a "New Guarantor", but collectively, the "Guarantors") and Bank of America, N.A. (f/k/a Bank of America National Trust and Savings Association; "BofA"), as agent (the "Agent").

WITNESSETH:

WHEREAS, Oshkosh Truck Corporation, the direct or indirect corporate parent of each of the Guarantors (the "Borrower") entered into that certain Credit Agreement dated as of February 26, 1998 (the "Prior Credit Agreement") with the financial institutions party thereto (the "Lenders") and the Agent;

WHEREAS, in connection with the execution and delivery of the Prior Credit Agreement, the Original Guarantors and the Agent entered into the Subsidiary Security Agreement (the "Security Agreement"), the Subsidiary Pledge Agreement (the "Pledge Agreement") and the Subsidiary Guaranty (the "Guaranty"), each dated as of February 26, 1998, and each Guarantor and the Agent entered into separate Copyright Security Agreements (the "Copyright Security Agreements"), Patent Security Agreements (the "Patent Security Agreements") and Trademark Security Agreements (the "Trademark Security Agreements", and together with the Copyright Security Agreement and Patent Security Agreement, the "IP Security Agreements"), each dated as February 26, 1998 (the IP Security Agreements, together with the Security Agreement, Pledge Agreement and Guaranty are referred to herein as the "Amended Agreements")

WHEREAS, The New Guarantors subsequently joined the Amended Agreements pursuant to joinder agreements and executed IP Security Agreements both dated even herewith;

WHEREAS, the Borrower, the Agent and the Lenders are entering into that certain Amended and Restated Credit Agreement of even date herewith (the "Credit Agreement");

WHEREAS, in connection with the consummation of the transactions contemplated by the Credit Agreement, (a) each Guarantor desires to reaffirm for the benefit of the Agent and the Lenders its obligations and covenants under the Security Agreement, Pledge Agreement and the Guaranty and each Original Guarantor desires to reaffirm for the benefit of the Agent and the Lenders its covenants under the Copyright Security Agreement, Patent Security Agreement and Trademark Security Agreement to which it is a party and (b) each Guarantor and the Agent

desire to amend the Security Agreement, Pledge Agreement, Guaranty, Mortgages and each Original Guarantor desires to amend the Copyright Security Agreement, Patent Security Agreement and Trademark Security Agreement to which it is a party, all as herein set forth; and

WHEREAS, certain Original Guarantors executed certain Mortgages (as defined in the Credit Agreement) and now the Guarantors desire to amend a single provision of each of the Mortgages;

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

1. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings attributed to such terms in the Credit Agreement.

2. Reaffirmation of Security Agreement. Notwithstanding the transactions contemplated by the Credit Agreement, each Guarantor hereby fully and unconditionally reaffirms, ratifies and confirms (i) in all respects each and every obligation and covenant made by it in the Security Agreement (as amended by this Agreement), which include, without limitation, the grant of Liens in all of such party's interests in the Collateral owned by it as security for the payment and performance of the Secured Obligations (as defined in the Guaranty), (ii) that, after giving effect to this Agreement, all of its representations and warranties made in the Security Agreement remain true and correct as of the date of this Amendment (except to the extent that such representations or warranties are expressly made only as of another specific date), (iii) that the Security Agreement remains the legal, valid and binding obligation of each such Guarantor enforceable against each such Guarantor in accordance with its terms and that such obligation shall not be discharged by any modification, extension, renewal or amendment of the terms of the Prior Credit Agreement, the Credit Agreement or the other Loan Documents and (iv) that there are no defenses, counterclaims or set-offs to the Security Agreement or its covenants, agreements, liabilities and obligations thereunder and that any such defenses, counterclaims or set-offs are hereby expressly waived. Subject to the terms and conditions of this Agreement, each party hereto agrees that effective as of the date hereof, as used in the Security Agreement and all related documents and agreements, each reference to "Credit Agreement" shall mean a reference to the Credit Agreement as the same is amended, supplemented, restated or otherwise modified from time to time.

3. Reaffirmation of Pledge Agreement. Notwithstanding the transactions contemplated by the Credit Agreement, each Guarantor hereby fully and unconditionally reaffirms, ratifies and confirms (i) in all respects each and every obligation and covenant made by it in the Pledge Agreement (as amended by this Agreement), which include, without limitation, the pledge of certain shares of capital stock and promissory notes owned by it as security for the payment and performance of the Secured Obligations (as defined in the Guaranty), (ii) that, after giving effect to this Agreement, all of its representations and warranties made in the Pledge Agreement remain true and correct as of the date of this Amendment (except to the extent that such representations or warranties are expressly made only as of another specific date), (iii) that the Pledge Agreement remains the legal, valid and binding obligation of each Guarantor enforceable against each such Guarantor in accordance with its terms and that such obligation shall not be discharged by any modification, extension, renewal or amendment of the terms of the Prior Credit

TRADEMARK
REEL: 002171 FRAME: 0505

Agreement, the Credit Agreement or the other Loan Documents and (iv) that there are no defenses, counterclaims or set-offs to the Pledge Agreement or each Guarantor's covenants, agreements, liabilities and obligations thereunder and that any such defenses, counterclaims or set-offs are hereby expressly waived. Subject to the terms and conditions of this Agreement, each party hereto agrees that effective as of the date hereof, as used in the Pledge Agreement and all related documents and agreements, each reference to "Credit Agreement" shall mean a reference to the Credit Agreement as the same is amended, supplemented, restated or otherwise modified from time to time.

4. Reaffirmation of Guaranty. Notwithstanding the transactions contemplated by the Credit Agreement, each Guarantor hereby fully and unconditionally reaffirms, ratifies and confirms (i) in all respects each and every obligation and covenant made by it in the Guaranty (as amended by this Agreement), (ii) that, after giving effect to this Agreement, all of its representations and warranties made in the Guaranty remain true and correct as of the date of this Amendment (except to the extent that such representations or warranties are expressly made only as of another specific date), (iii) that the Guaranty remains the legal, valid and binding obligation of each such Guarantor enforceable against each such Guarantor in accordance with its terms and that such obligation shall not be discharged by any modification, extension, renewal or amendment of the terms of the Prior Credit Agreement, the Credit Agreement or the other Loan Documents and (iv) that there are no defenses, counterclaims or set-offs to the Guaranty or its covenants, agreements, liabilities and obligations thereunder and that any such defenses, counterclaims or set-offs are hereby expressly waived. Subject to the terms and conditions of this Agreement, each party hereto agrees that effective as of the date hereof, as used in the Guaranty and all related documents and agreements, each reference to "Credit Agreement" shall mean a reference to the Credit Agreement as the same is amended, supplemented, restated or otherwise modified from time to time.

5. Reaffirmation of IP Security Agreements. Notwithstanding the transactions contemplated by the Credit Agreement, each Guarantor hereby fully and unconditionally reaffirms, ratifies and confirms (i) in all respects each and every obligation and covenant made by it in the IP Security Agreements to which it is a party (as amended by this Agreement), which include, without limitation, the grant of Liens in all of each such Guarantor's interests in the copyrights, patents and trademarks owned or licensed by it as security for the payment and performance of the Secured Obligations, (ii) that, after giving effect to this Agreement, all of its representations and warranties made in the IP Security Agreements to which it is a party remain true and correct as of the date of this Amendment (except to the extent that such representations or warranties are expressly made only as of another specific date), (iii) that the IP Security Agreements to which it is a party remain the legal, valid and binding obligations of each such Guarantor enforceable against each such Guarantor in accordance with its terms and that such obligations shall not be discharged by any modification, extension, renewal or amendment of the terms of the Prior Credit Agreement, the Credit Agreement or the other Loan Documents and (iv) that there are no defenses, counterclaims or set-offs to the IP Security Agreements to which it is a party or such Guarantor's covenants, agreements, liabilities and obligations thereunder and that any such defenses, counterclaims or set-offs are hereby expressly waived. Subject to the terms and conditions of this Agreement, each party hereto agrees that effective as of the date hereof, as used in the IP Security Agreements and all related documents and agreements, each reference to

TRADEMARK
REEL: 002171 FRAME: 0506

"Credit Agreement" shall mean a reference to the Credit Agreement as the same is amended, supplemented, restated or otherwise modified from time to time.

6. Amendments to Security Agreement. (a) The Recitals to the Security Agreement are hereby amended by deleting Recital A in its entirety and replacing it with the following:

A. Pursuant to the Credit Agreement dated as of the date hereof and amended and restated as of September 28, 2000 among Oshkosh Truck Corporation (the "Company"), the financial institutions party thereto (the "Lenders") and the Agent (as further amended, supplemented, restated or modified from time to time, the "Credit Agreement"), the Lenders have agreed to extend certain credit to the Company.

(b) Section 7(c)(i) of the Security Agreement is hereby amended as follows:

(i) by deleting the amount "$1,500,000" found in subsection (i) and replacing it with "$5,000,000";

(ii) by deleting the word "and" immediately preceding subsection "(y)" in the first clause of subsection (i) and replacing it with a comma; and

(iii) by inserting the phrase "and (z) Equipment which is located outside the territorial limits of the United States with an aggregate fair market value not in excess of $35,000,000," in place of the comma found after the phrase "and other Guarantors)" in subsection (i).

(c) Schedules A, B and C to the Subsidiary Security Agreement are hereby amended by being deleted in their entirety and replaced with Schedules A, B and C attached hereto.

7. Amendments to Pledge Agreement. (a) The Recitals to the Pledge Agreement are hereby amended by deleting Recital A in its entirety and replacing it with the following:

A. Pursuant to the Credit Agreement dated as of the date hereof and amended and restated as of September 28, 2000 among Oshkosh Truck Corporation, the direct or indirect corporate parent of each Pledgor ("Oshkosh"), the financial institutions from time to time party thereto (the "Lenders") and the Agent (as further amended, supplemented, restated or modified from time to time, the "Credit Agreement"), the Lenders have agreed to extend certain credit to Oshkosh.

(b) The definition of "Excluded Entities" found in Section 1 is hereby amended by deleting "McNeilus Financial Services, Inc." therefrom.

(c) Section 2(iv) of the Pledge Agreement is hereby amended as follows:

(i) by deleting the amount "$1,000,000" found in such subsection and replacing it with "$5,000,000"; and

(ii) by deleting the amount "$7,500,000" found in such subsection and replacing it with "$15,000,000"

TRADEMARK
REEL: 002171 FRAME: 0507

8. Amendment to Guaranty. The description of the Prior Credit Agreement contained in the first sentence of the first paragraph of the Guaranty is hereby deleted and replaced with the following description:

"Credit Agreement dated as of the date hereof and amended and restated as of September 28, 2000 among the Debtor, the financial institutions party thereto (the "Lenders") and Bank of America, N.A., swing line lender and agent (the "Agent") (as further amended, supplemented, restated or modified from time to time, the "Credit Agreement")".

9. Amendments to Copyright Security Agreements. (a) The Recitals to each of the Copyright Security Agreements are hereby amended by deleting Recital A in its entirety and replacing it with the following:

A. Pursuant to the Credit Agreement dated as of the date hereof and amended and restated as of September 28, 2000 among the Company, the financial institutions from time to time party thereto (the "Lenders") and the Agent (as further amended, supplemented, restated or modified from time to time, the "Credit Agreement"), the Lenders have agreed to extend certain credit to the Company.

(b) Section 4.4 of each of the Copyright Security Agreements is hereby amended by inserting the following sentence at the end of each such section:

"Delivery of existing Certificates of Registration and/or registration numbers, as applicable, shall be made on the date hereof and delivery of Certificates of Registration and/or registration numbers, as applicable, received after the date hereof shall be made within 105 days after the end of each fiscal year."

(c) Section 7.5 of each of the Copyright Security Agreements is hereby amended by inserting the following language immediately prior to the end of such section:

"provided, however, that the Guarantor may grant non-exclusive licenses of copyrights without the authorization or consent (written or otherwise) of the Agent or the Secured Creditors"

10. Amendments to Patent Security Agreements. (a) The Recitals to each of the Patent Security Agreements are hereby amended by deleting Recital A in its entirety and replacing it with the following:

A. Pursuant to the Credit Agreement dated as of the date hereof and amended and restated as of September 28, 2000 among the Company, the financial institutions from time to time party thereto (the "Lenders") and the Agent (as further amended, supplemented, restated or modified from time to time, the "Credit Agreement"), the Lenders have agreed to extend certain credit to the Company.

(b) Section 4.4 of each of the Patent Security Agreements is hereby amended by inserting the following sentence at the end of each such section:

TRADEMARK
REEL: 002171 FRAME: 0508

"Delivery of existing Certificates of Registration and/or registration numbers, as applicable, shall be made on the date hereof and delivery of Certificates of Registration and/or registration numbers, as applicable, received after the date hereof shall be made within 105 days after the end of each fiscal year."

(c) Section 7.5 of each of the Patent Security Agreements is hereby amended by inserting the following language immediately prior to the end of each such section:

"provided, however, that the Guarantor may grant non-exclusive licenses of patents without the authorization or consent (written or otherwise) of the Agent or the Secured Creditors"

11. Amendments to Trademark Security Agreements. (a) The Recitals to each of the Trademark Security Agreements are hereby amended by deleting Recital A in its entirety and replacing it with the following:

A. Pursuant to the Credit Agreement dated as of the date hereof and amended and restated as of September 28, 2000 among the Company, the financial institutions from time to time party thereto (the "Lenders") and the Agent (as further amended, supplemented, restated or modified from time to time, the "Credit Agreement"), the Lenders have agreed to extend certain credit to the Company.

(b) Section 4.4 of each of the Trademark Security Agreements is hereby amended by inserting the following sentence at the end of each such section:

"Delivery of existing Certificates of Registration and/or registration numbers, as applicable, shall be made on the date hereof and delivery of Certificates of Registration and/or registration numbers, as applicable, received after the date hereof shall be made within 105 days after the end of each fiscal year."

(c) Section 7.5 of each of the Trademark Security Agreements is hereby amended by inserting the following language immediately prior to the end of each such section:

"provided, however, that the Guarantor may grant non-exclusive licenses of trademarks without the authorization or consent (written or otherwise) of the Agent or the Secured Creditors"

12. Amendments to Mortgages. Section 3.04(c) of each of the Mortgages is hereby amended by deleting the amount "$750,000" found in each such Mortgage, and replacing it with "$5,000,000".

13. Reference to and Effect on the Amended Agreements.

13.1 Upon the effectiveness of this Agreement, on or after the date hereof each reference in the Amended Agreements to "this Agreement," "hereunder," "hereof," "herein" or words of like import and each reference to the applicable Amended Agreement in each Loan Document shall mean and be a reference to the applicable Amended Agreement as amended hereby.

TRADEMARK
REEL: 002171 FRAME: 0509

13.2 The execution, delivery and effectiveness of this Agreement shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Agent under any Amended Agreement.

14. CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

15. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[signature page follows]

TRADEMARK
REEL: 002171 FRAME: 0510

IN WITNESS WHEREOF, duly authorized officers of the parties hereto have executed this Agreement as of the date first above written.

BANK OF AMERICA, N.A., as Agent

By: David A. Johanson

Title: David A. Johanson
Vice President

IOWA CONTRACT FABRICATORS, INC.

By:_____

Title:_____

KENSETT FABRICATORS, INC.

By:_____

Title:_____

KEWAUNEE FABRICATIONS, L.L.C.

By:_____

Title:_____

MCINTIRE FABRICATORS, INC.

By:_____

Title:_____

MCNEILUS COMPANIES, INC.

By:_____

Title:_____

TRADEMARK
REEL: 002171 FRAME: 0511

IN WITNESS WHEREOF, duly authorized officers of the parties hereto have executed this Agreement as of the date first above written.

BANK OF AMERICA, N.A., as Agent

By:_____

Title:_____

IOWA CONTRACT FABRICATORS, INC.

By:_____

Title: Vice President and Treasurer

KENSETT FABRICATORS, INC.

By:_____

Title: Vice President and Treasurer

KEWAUNEE FABRICATIONS, L.L.C.

By:_____

Title: Vice President and Treasurer

MCINTIRE FABRICATORS, INC.

By:_____

Title: Vice President and Treasurer

MCNEILUS COMPANIES, INC.

By:_____

Title: Vice President and Treasurer

TRADEMARK
REEL: 002171 FRAME: 0512

MCNEILUS FINANCIAL, INC.

By: _____

Title: Vice President and Treasurer

MCNEILUS FINANCIAL SERVICES, INC.

By: _____

Title: Vice President and Treasurer

MCNEILUS RESCUE CORPORATION

By: _____

Title: Vice President and Treasurer

MCNEILUS TRUCK AND MANUFACTURING, INC.

By: _____

Title: Vice President and Treasurer

PIERCE MANUFACTURING, INC.

By: _____

Title: Vice President and Treasurer

PIERCE WESTERN REGION REFURBISHMENT CENTER, INC.

By: _____

Title: Vice President and Treasurer

SUMMIT PERFORMANCE SYSTEMS, INC.

By: _____

Title: Vice President and Treasurer

VIKING EQUIPMENT LEASING, INC.

By: _____

Title: Vice President and Treasurer

VIKING TRUCK & EQUIPMENT SALES, INC.,
a Michigan corporation

By: _____

Title: Vice President and Treasurer

VIKING TRUCK & EQUIPMENT SALES, INC.,
an Ohio corporation

By: _____

Title: Vice President and Treasurer

TRADEMARK
REEL: 002171 FRAME: 0514

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PIERCE MANUFACTURING INC.
U.S. PATENTS APPLICATIONS

PATENT	SERIAL NO.	FILING DATE	LAW FIRM
Foam-Additive Supply System for Rescue and Fire Fighting Vehicles	09/567,604	5/10/00	Ryan
Fire Fighting Vehicle Having Cooperative Control Network with Distributed I/O Interfacing	09/364,690	7/30/99	Foley
Quick-Lock Waterway	09/248,639	2/3/95	Ryan

[redacted]

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TRADEMARK
REEL: 002171 FRAME: 0515

PIERCE MANUFACTURING INC.
U.S. TRADEMARKS

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE	SERIAL NO.	FILING DATE	LAW FIRM
Encore	2,343,600	4/18/00	75/740,925	6/21/99	Ryan
[redacted]					
Hawk	2,342,134	4/18/00	75/361,476	9/23/97	Ryan
[redacted]					
[redacted]					
[redacted]					
Pierce	2,134,460	2/3/98			Ryan
[redacted]					
Pierce Gear & Design	2,252,593	6/15/99			Ryan
[redacted]					
[redacted]					
[redacted]					

PIERCE MANUFACTURING INC.
U.S. TRADEMARK APPLICATIONS

TRADEMARK	SERIAL NO.	FILING DATE	LAW FIRM
Additive Supply System for Rescue and Fire Fighting Vehicles			Ryan
[redacted]			
Contender	75/660,404	3/15/99	Foley
Husky	75/818,655	10/8/99	Ryan

TRADEMARK
REEL: 002171 FRAME: 0516

Husky (Design)	75/818,626	10/8/99	Ryan
[redacted]			[redacted]
[redacted]			

PIERCE MANUFACTURING INC.
U.S. SERVICEMARKS

SERVICEMARK	REGISTRATION NO.	FILING DATE	LAW FIRM
Goldstar	1,790,834	8/31/93	Ryan
[redacted]			

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U.S[redacted]

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TRADEMARK
REEL: 002171 FRAME: 0517

MCNEILUS TRUCK AND MANUFACTURING, INC.
U.S. PATENTS

PATENTS	SERIAL NO.	PATENT NO.	FILING DATE	DATE ISSUED	LAW FIRM
[redacted]					
A Collection Apparatus (Apparatus Alternative Claims 12-24 of ORI)		5,938,394	4/20/98	8/17/99	NIKOLAI
A Collection Apparatus (Method of Handling Claims 25-30 of ORI)		5,934,867	4/20/98	8/10/99	NIKOLAI
[redacted]					
Auto Cycle Swivel Mounted Container Handling System	843,024	5,851,100	4/11/97	12/22/98	NIKOLAI
[redacted]					
[redacted]					
[redacted]					
Clam Shell Grabber Side (Relates to Figs. 1-10 of ORI)		5,934,858	4/21/98	8/10/99	NIKOLAI
[redacted]					
Clamshell Basket Loader	09/063,618	5,863,086	4/21/98	7/6/99	NIKOLAI
[redacted]					
[redacted]					
[redacted]					

TRADEMARK
REEL: 002171 FRAME: 0518

[redacted]					
Container Holding and Lifting Device (Articulated Grabber with End Rollers)	815,675	5,863,086	2/11/98	1/26/99	NIKOLAI
[redacted]					
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TRADEMARK
REEL: 002171 FRAME: 0519

Imp[redacted]					
Improved Lifting and Tipping Mechanism for Front Loading Refuse Truck	09/027,889	5,984,609	2/23/98	11/16/99	NIKOLAI
Improved Lifting and Tipping Mechanism for Front Loading Refuse Truck		6,033,176		3/7/00	NIKOLAI
I[redacted] Assembly					
[redacted]		[redacted]	[redacted]	[redacted]	NIKOLAI
Im[redacted] V[redacted]		[redacted]	[redacted]	[redacted]	NIKOLAI
I[redacted]		[redacted]	[redacted]	[redacted]	NIKOLAI
I[redacted]		[redacted]	[redacted]	[redacted]	
[redacted]		[redacted]	[redacted]	[redacted]	NIKOLAI
[redacted]		[redacted]	[redacted]	[redacted]	NIKOLAI
[redacted]		[redacted]	[redacted]	[redacted]	NIKOLAI
[redacted] m)		[redacted]	[redacted]	[redacted]	NIKOLAI
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	NIKOLAI
[redacted] Coll[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	NIKOLAI
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	NIKOLAI
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	MERCHANT
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	NIKOLAI
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	NIKOLAI
[redacted]		[redacted]	[redacted]	[redacted]	NIKOLAI
[redacted]		[redacted]	[redacted]	[redacted]	NIKOLAI

TRADEMARK
REEL: 002171 FRAME: 0520

[redacted]					
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[redacted]		[redacted]	[redacted]	[redacted]	[redacted]

MCNEILUS TRUCK AND MANUFACTURING, INC.
U.S. PATENT APPLICATIONS

PATENT	SERIAL NO.	FILING DATE	LAW FIRM
[redacted]		[redacted]	[redacted]
Auxiliary Axle Control System		9/24/99	NIKOLAI
Axle Attachment Arrangement for Tag Axle	09/510,977	2/21/00	NIKOLAI
Concrete Mixing Drum Fin Structure		4/22/99	NIKOLAI
Oshkosh Axle Attachment Arrangement for Tag Axle	09/510,977	6/1/00	NIKOLAI
Oshkosh Latch Assembly Arrangement for Tag Axle	09/507,606	2/21/00	NIKOLAI
Oshkosh Swing-Frame Pivot Assembly for Tag Axle	09/507,608	2/21/00	NIKOLAI
[redacted]		[redacted]	[redacted]
[redacted]		[redacted]	[redacted]

TRADEMARK
REEL: 002171 FRAME: 0521

MCNEILUS TRUCK AND MANUFACTURING, INC.
U.S. TRADEMARKS

TRADEMARK	SERIAL NO.	REGISTRATION NO.	FILING DATE	REGISTRATION DATE	LAW FIRM
[redacted]					
AUTO REACH AUTOMATED SIDE	75/371,219	2,260,469	10/10/97	7/13/99	NIKOLAI
[redacted]		[redacted]			
CENTURY	75/233,613	2,154,757	1/28/97	5/5/98	NIKOLAI
CENTURY I	75/233,614	2,137,107	1/28/97	2/17/98	NIKOLAI
CENTURY II	75/232,171	2,137,082	1/28/97	2/17/98	NIKOLAI
[redacted]					
[redacted]					
[redacted]					
METRO-PAK	75/224,897	2,152,062	1/13/97	4/21/98	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]		[redacted]	[redacted]	[redacted]	[redacted]
[redacted]		[redacted]	[redacted]	[redacted]	[redacted]
[redacted]		[redacted]	[redacted]	[redacted]	[redacted]
[redacted]		[redacted]	[redacted]	[redacted]	[redacted]
[redacted]		[redacted]	[redacted]	[redacted]	[redacted]

TRADEMARK
REEL: 002171 FRAME: 0522

MCNEILUS TRUCK AND MANUFACTURING, INC.
U.S. TRADEMARKS APPLICATIONS

TRADEMARK	SERIAL NO.	FILING DATE	LAW FIRM
AIRWARE		5/13/99	NIKOLAI
AIRWARE CONTROL SYSTEM		5/13/99	NIKOLAI
BUCKET LOADER		2/23/00	NIKOLAI
MCNEILUS TRUCK AND MANUFACTURING		6/10/99	NIKOLAI
MISCELLANEOUS DESIGN	75/308247	6/13/97	MERCHANT
OPPOSITION	116835		MERCHANT
PACIFIC SERIES FRONT LOADER AND DESIGN		4/17/00	NIKOLAI
RPM AND DESIGN		4/4/00	NIKOLAI
WALL OF STEEL		2/23/00	NIKOLAI

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[redacted]						
[redacted]					8/21/01	[redacted]
[redacted]						
[redacted]						
[redacted]						
[redacted]					[redacted]	NIKOLAI
[redacted]						
[redacted]						

TRADEMARK
REEL: 002171 FRAME: 0523
RECORDED: 10/23/2000