

12-12-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



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

101546960

MRO
11-14-00

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
- 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 Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

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

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code

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

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.)

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

TRADEMARK
REEL: 002196 FRAME: 0374

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="75679712"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="1253728"/> | <input type="text" value="1080196"/> | <input type="text" value="1415758"/> |
| <input type="text" value="75408210"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="2007105"/> | <input type="text" value="1235604"/> | <input type="text" value="2163581"/> |
| <input type="text" value="75230720"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="1478615"/> | <input type="text" value="1014366"/> | <input type="text" value="2025109"/> |

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.

M. Scott Mansfield

11-13-00

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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

Corporation Association

Other

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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 the Assignment.)

Trademark Application Number(s) or Registration Number(s)

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Trademark Application Number(s)

Registration Number(s)

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| <input type="text" value="1556741"/> | <input type="text" value="2073301"/> | <input type="text"/> |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made this 27th day of July, 1999 by and among **MILLER INDUSTRIES, INC.**, a Tennessee corporation ("Miller"), and **MILLER INDUSTRIES TOWING EQUIPMENT INC.**, a Delaware corporation and wholly owned subsidiary of Miller ("Miller Towing") (Miller and Miller Towing may be referred to herein individually as a "Borrower" and together as the "Borrowers"), **EACH OF THE GUARANTORS SIGNATORY HERETO** (each a "Guarantor" and collectively with the Borrowers, the "Grantors"), and **BANK OF AMERICA, N.A. d/b/a NATIONSBANK, N.A. successor to NATIONSBANK, N.A.**, as Agent (the "Agent") for each of the lenders (the "Lenders" and collectively with the Agent, the "Secured Parties") now or hereafter party to the Credit Agreement (as defined below). All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, the Secured Parties and the Borrowers have entered into that certain Credit Agreement dated as of January 30, 1998, as amended by Amendment No. 1 to Credit Agreement dated as of January 31, 1998 and by Amendment No. 2 to Credit Agreement dated as of October 30, 1998 and by Amendment No.3 to Credit Agreement dated as of July 27, 1999 (as hereby and from time to time amended, supplemented or replaced, the "Credit Agreement"), pursuant to which the Lenders have agreed to make and have made available to the Borrowers a revolving credit facility with a letter of credit sublimit and a swing line sublimit; and

WHEREAS, the Borrowers have requested that the Secured Parties make certain modifications to the Credit Agreement;

WHEREAS, the Secured Parties have agreed to the modifications provided that, among other things, each Grantor grants a security interest in certain of its property and assets;

WHEREAS, as collateral security for payment and performance of the Obligations, the Borrowers are willing to grant to the Agent for the benefit of the Secured Parties a security interest in certain of its property and assets pursuant to the terms of this Agreement;

WHEREAS, each Guarantor materially benefits from the Loans and Advances made under the Credit Agreement, and each Guarantor has entered into a Guaranty Agreement in favor of the Agent for the benefit of the Secured Parties (as the same may be amended, supplemented or modified from time to time, the "Guaranty") pursuant to which each Guarantor guaranteed the Obligations of the Borrowers;

WHEREAS, as collateral security for payment and performance of its Guarantors' Obligations (as defined in the Guaranty), each Guarantor is willing to grant to the Agent for the benefit of the Secured Parties a security interest in certain of its property and assets; and

NOW, THEREFORE, in order to induce the Secured Parties to make the requested modifications to the Loan Documents and to make Loans and in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

1. **Grant of Security.** Each Grantor hereby grants a security interest in and collaterally assigns to the Agent, for the benefit of the Secured Parties, all of the following (collectively, the "Collateral"):

(a) all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign patents and patent applications (including without limitation the patents and patent applications identified on Schedule I attached hereto and incorporated herein by reference) and including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(b) all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign trademarks, trade names, trade dress, service marks, trademark and service mark registrations, and applications for trademark or service mark registration and any renewals thereof (including without limitation each trademark, trade name, trade dress, registration and application identified in Schedule I attached hereto and incorporated herein by reference) and including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including without limitation damages for past or future infringements thereof), the right to sue or otherwise recover for all past, present and future infringements thereof, all rights corresponding thereto throughout the world (but only such rights as now exist or may come to exist under applicable local law) and all other rights of any kind whatsoever of each Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark and service mark (collectively, the "Trademarks");

(c) all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign copyrights and copyright applications (including without limitation the copyrights and copyright applications identified on Schedule I attached hereto and incorporated herein by reference) and including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Copyrights");

(d) all license agreements regarding Patents, Trademarks or Copyrights with any other party, whether such Grantor is a licensor or licensee under any such license agreement (including without limitation the licenses listed on Schedule I attached hereto and incorporated herein by reference), and the right to prepare for sale, sell and advertise for sale,

all Inventory (as defined in the Security Agreement) now or hereafter owned by such Grantor and now or hereafter covered by such licenses (collectively, the "Licenses")); and

(e) all proceeds of any of the foregoing.

In addition, each Grantor has executed in blank and delivered to the Agent an assignment of licenses and federally registered patents, trademarks and copyrights (the "IP Assignment") owned by it in the form of Exhibit A hereto. Each Grantor hereby authorizes the Agent to complete as Assignee and record with the United States Patent and Trademark Office (the "Patent and Trademark Office") and the United States Copyright Office (the "Copyright Office") each IP Assignment upon the occurrence of an Event of Default that is continuing at the time of filing.

In the event that the execution of this Agreement, or the assignment of any Collateral hereunder will result in a forfeiture or revocation of such Collateral, then this Agreement shall not apply to such Collateral.

2. Security for Obligations. The security interests granted under this Agreement (the "Security Interests") by each Grantor secure the payment of all obligations of such Grantor under, in respect of or in connection with this Agreement, the Guaranty (including without limitation its joint and several "Guarantors' Obligations" thereunder) and each other Loan Document to which such Grantor is or becomes a party (all such obligations being the "Secured Obligations").

The Security Interests granted by this Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, in other assets of each Grantor pursuant to the other Loan Documents.

3. Collateral Assignment. In addition to, and not in limitation of, the grant of the Security Interests in the Patents, Trademarks, Copyrights and Licenses in Section 1 above, each Grantor hereby grants, assigns, transfers, conveys and sets over to the Agent, for the benefit of the Lenders, the Assignor's entire right, title and interest in and to the Patents, Trademarks, Copyrights and Licenses; provided, that such grant, assignment, transfer and conveyance shall become effective only at the election of the Agent after the occurrence of an Event of Default that is continuing at the time of such election. The Grantor hereby agrees that after the effectiveness of such grant, assignment, transfer and conveyance of any of the Patents, Trademarks, Copyrights and License, the use by the Agent of any of such Patents, Trademarks, Copyrights and Licenses shall be without any liability for royalties or other related charges from the Agent to any Grantor.

4. Further Assurances.

(a) Each Grantor agrees that from time to time, at the expense of such Grantor, such Grantor will promptly execute and deliver all further instruments and documents and take all further action that may be necessary or desirable in the Agent's reasonable determination, or that the Agent may reasonably request, in order to (i) continue, perfect and protect any Security Interest granted or purported to be granted hereby, (ii) perfect the Agent's (for the benefit of the Secured Parties) Security Interest in and assign to the Agent, for the benefit of the Secured Parties, as security for the repayment and satisfaction of the

Secured Obligations, all Collateral located in any foreign jurisdiction, and (iii) enable the Agent, for the benefit of the Lenders, to exercise and enforce its rights and remedies hereunder with respect to any part of the Collateral. Without limiting the generality of the foregoing, each Grantor will execute and file (with the appropriate governmental offices, authorities, agencies and regulatory bodies in the United States and any applicable foreign jurisdiction) such supplements to this Agreement and such financing or continuation statements, or amendments thereto, and such other instruments or notices, including executed IP Assignments, with the Patent and Trademark Office and the Copyright Office, as may be necessary or desirable, or as the Agent, on behalf of the Secured Parties, may reasonably request, in order to perfect and preserve the Security Interests granted hereby.

(b) Each Grantor hereby authorizes the Agent, on behalf of the Secured Parties, upon the occurrence and during the continuation of an Event of Default, to file, where permitted by law, one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of such Grantor. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) Each Grantor will furnish to the Agent, on behalf of the Secured Parties, from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Agent, on behalf of the Secured Parties, may reasonably request, all in reasonable detail.

(d) Each Grantor agrees that, should it have or obtain an ownership interest in any United States or foreign patent or patent application that is not identified on Schedule 1 or any registered trademark or trademark application that is not now identified on Schedule I or any registered copyright or copyright application that is not now identified on Schedule I or any license agreement in respect of any patent, trademark or copyright that is not now identified on Schedule I: (i) the provisions of this Agreement shall automatically apply to such item, and such item shall automatically become part of the Collateral; and (ii) such Grantor shall, within three months after acquiring or becoming aware of such ownership interest, (A) give written notice thereof to the Agent and, (B) with respect to Trademarks and Patents, cause the ownership of such Trademarks to be properly registered with the Patent and Trademark Office, (C) with respect to Copyrights, cause the ownership of such Copyrights to be registered with the Copyright Office and (D) with respect to Trademarks, Patents, Copyrights and Licenses having material economic value, prepare, execute and file in the Patent and Trademark Office, the Copyright Office or in the equivalent agencies in any foreign jurisdiction, within the requisite time period, all documents that are known by such Grantor to be necessary or that the Agent, on behalf of the Secured Parties, reasonably requests in order to perfect the Security Interest of the Agent, on behalf of the Secured Parties, therein. Each Grantor authorizes the Agent, on behalf of the Secured Parties, to execute and file such a document in the name of such Grantor if such Grantor fails to do so.

(e) Each Grantor agrees that should any of its Domestic Subsidiaries (other than a corporation which is a party hereto and whether now or hereafter existing) obtain any

ownership interest in any United States or foreign intellectual property of a nature that would be Collateral hereunder if owned by such Grantor, such Grantor shall either cause such corporation (i) to become a party to the Guaranty and a party hereto, or (ii) to transfer and assign all such corporation's ownership interests therein to such Grantor, whereupon the provisions of subsection (d) of this Section 4 shall be applicable thereto.

(f) Each Grantor shall take all necessary steps to maintain and defend its rights in the Collateral to the extent the failure to do so would have a Material Adverse Effect.

5. General Representations and Warranties. Each Grantor represents and warrants as follows:

(a) It has the unqualified right to enter into this Agreement and to perform its terms.

(b) No authorization, consent, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or any other Person is required either (i) for the grant by such Grantor of the Security Interests granted hereby (excluding such licenses which, by their terms, require the consent of the licensor to assign the license) or for the execution, delivery or performance of this Agreement by such Grantor, or (ii) for the perfection of or the exercise by the Agent, on behalf of the Secured Parties, of its rights and remedies hereunder, except for the filing of this Agreement with the Patent and Trademark Office, the Copyright Office and with the equivalent offices in any foreign jurisdiction with respect to each Patent and Trademark, and the filings required by the Uniform Commercial Code of the State in which such Grantor maintains its chief executive office, and except to the extent that the exercise of rights and remedies may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors rights generally or by general principles of equity.

(c) On request of Agent, Grantor will provide Agent a list of all Licenses of such Grantor necessary for the conduct of its business as currently conducted or utilized and material in such Grantor's commercial manufacturing operations or materially used in the selling or marketing of such Grantor's products, including the expiration date of such Licenses.

(d) The actions contemplated under or in connection with the Loan Documents will not impair the legal right of such Grantor to use any of the Collateral.

6. Trademark and Patent Representations and Warranties. Each Grantor represents and warrants as follows:

(a) It is the sole, legal and beneficial owner of the entire right, title and interest in and to the Trademarks purported to be granted by it hereunder, free and clear of any Lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not), or covenant, or any other encumbrance, except for the Security Interests created or permitted by this Agreement or the Credit Agreement and certain Licenses and

registered user agreements described on Schedule I. No effective financing statement or other instrument similar in effect covering all or any part of the Trademarks purported to be granted by such Grantor hereunder is on file in any recording office, including, without limitation, the Patent and Trademark Office and the equivalent offices in any foreign jurisdiction, except such as may have been filed in favor of the Agent, for the benefit of the Lenders.

(b) Set forth on Schedule I is a list of all of the Trademarks owned by such Grantor necessary for the conduct of its business as currently conducted or utilized and material in such Grantor's commercial manufacturing operations or materially used in the selling or marketing of such Grantor's products.

(c) Each Trademark of such Grantor identified on Schedule I is validly subsisting and has not been abandoned or adjudged invalid, unregistrable or unenforceable, in whole or in part, and is, to such Grantor's knowledge, valid, registrable and enforceable.

(d) It is the sole legal and beneficial owner of the Patents set forth opposite its name on Schedule I hereto, free and clear of any Lien, security interest, option, charge, pledge, assignment (whether conditional or not), or any other encumbrance except for the security interests created or permitted by this Agreement or the Credit Agreement and certain Licenses and registered user agreements described on Schedule I and no financing statement or other instrument similar in effect covering all or any part of such Collateral is on file in any recording office, except such as may have been filed in favor of the Agent, for the benefit of the Secured Parties.

(e) Set forth on Schedule I is a list of all of the Patents owned by such Grantor necessary for the conduct of its business as currently conducted or utilized in such Grantor's operations or used in the selling or marketing of such Grantor's products.

(f) Each Patent of such Grantor identified on Schedule I hereto is subsisting and has not been adjudged unpatentable, invalid or unenforceable, in whole or in part, and to the knowledge of such Grantor is patentable, valid and enforceable, and each of such Patent applications has been filed in conformity with applicable rules and procedures of the Patent and Trademark Office and of the equivalent agencies in each applicable foreign jurisdiction and will be diligently prosecuted in conformity therewith so as not to become improperly abandoned.

7. **Copyright Representations and Warranties.** Each Grantor represents and warrants as follows:

(a) It is the sole, legal and beneficial owner of the entire right, title and interest in and to the Copyrights purported to be granted by it hereunder, free and clear of any Lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not), or covenant, or any other encumbrance, except for the Security Interests created or permitted by this Agreement or the Credit Agreement and certain Licenses and registered user agreements described on Schedule I. No effective financing statement or

other instrument similar in effect covering all or any part of the Copyrights purported to be granted by such Grantor hereunder is on file in any recording office, including, without limitation, the Copyright Office and the equivalent offices in any foreign jurisdiction, except such as may have been filed in favor of the Agent, for the benefit of the Lenders.

(b) Set forth on Schedule I is a list of all of the Copyrights owned by such Grantor necessary for the conduct of its business as currently conducted or utilized and material in such Grantor's commercial manufacturing operations or materially used in the selling or marketing of such Grantor's products.

(c) Each Copyright of such Grantor identified on Schedule I is validly subsisting and has not been abandoned or adjudged invalid, unregistrable or unenforceable, in whole or in part, and is, to such Grantor's knowledge, valid, registrable and enforceable.

8. Transfers and Other Liens. No Grantor shall:

(a) sell, assign (by operation of law or otherwise) or otherwise dispose of (except for such Collateral which has ceased to provide any material economic value and which would otherwise have been disposed of in the ordinary course of the Grantor's business) any of, or grant any option with respect to, the Collateral, except as permitted by the Credit Agreement, except that any Grantor may license the Collateral (i) in the ordinary course of such Grantor's business, provided that such license is necessary or desirable in the conduct of such Grantor's business, or (ii) in connection with a sale of assets in compliance with the Credit Agreement, provided that such license shall be on terms reasonably expected to maximize the gain to such Grantor resulting from the granting of such license. The Agent, for the benefit of the Lenders, shall execute any documents that such Grantor may reasonably request in order to permit the Grantor to exercise its right hereunder to license the Collateral, provided that the Agent shall not be required to do anything that may, in the sole judgment of the Agent, adversely affect the validity of the Security Interests or the assignment of the Collateral located in any foreign jurisdiction;

(b) create or suffer to exist any Lien, security interest or other charge or encumbrance upon or with respect to any of the Collateral except for the Security Interests created by this Agreement; or

(c) take any other action in connection with any of the Collateral that would impair the value of the interest or rights of such Grantor in the Collateral taken as a whole or that would impair the interest or rights of the Agent for the benefit of the Secured Parties.

9. Agent Appointed Attorney-in-Fact. Without limiting any other provision of this Agreement, upon the occurrence and during the continuance of an Event of Default, each Grantor hereby irrevocably appoints the Agent, for the benefit of the Lenders, as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time in the Agent's discretion, to take any action and to execute any instrument that the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including without limitation:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (a) above;

(c) to file any claims or take any action or institute any proceedings that the Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Agent, for the benefit of the Secured Parties, with respect to any of the Collateral; and

(d) to execute, in connection with the sale provided for in Section 12 hereof, any endorsement, assignments, or other instruments of conveyance or transfer with respect to the Collateral.

10. Agent May Perform.

(a) If any Grantor fails to perform any agreement contained herein, the Agent may itself perform, or cause performance of, such agreement, and the expenses of the Agent incurred in connection therewith shall be payable by such Grantor under Section 14(b) hereof to the fullest extent permitted by applicable law.

(b) The Agent or its designated representatives shall have the right to the extent reasonably requested and upon reasonable prior notice, at any reasonable time during normal business hours of such Grantors and from time to time, to inspect the Grantors' premises and to examine the Grantors' books, records and operations relating to the Collateral.

11. The Agent's Duties. The powers conferred on the Agent, for the benefit of the Secured Parties, hereunder are solely to protect the interest of the Secured Parties in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, neither the Agent nor any Lender shall have any duty as to any Collateral or as to the taking of any necessary steps to preserve rights against other parties or any other rights pertaining to any Collateral. Each Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if such Collateral is accorded treatment substantially equal to that which such party accords its own property.

12. Remedies Upon Acceleration Event. If an Event of Default shall have occurred and be continuing:

(a) The Agent, for the benefit of the Lenders, may exercise in respect of the Collateral of any defaulting Grantor, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party upon default under the Uniform Commercial Code (the "UCC") and also may (i) exercise any and all rights and remedies of such Grantor under, in connection with, or otherwise in respect of,

such Collateral, including the completion and filing of the IP Assignment, (ii) require such Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of the Agent forthwith, assemble all or part of the documents embodying such Collateral as directed by the Agent and make it available to the Agent, for the benefit of the Lenders, at a place to be designated by the Agent that is reasonably convenient to both the Agent and such Grantor, (iii) occupy any premises owned or leased by such Grantor where documents embodying such Collateral or any part thereof are assembled for a reasonable period in order to effectuate the Agent's rights and remedies hereunder or under applicable law, without obligation to such Grantor in respect of such occupation, (iv) license such Collateral or any part thereof, and (v) without notice except as specified below, sell such Collateral or any part thereof in one or more parcels at public or private sale, at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Agent may deem commercially reasonable. Each Grantor agrees that at least ten days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Agent shall not be obligated to make any sale of the Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All payments received by any defaulting Grantor under or in connection with any of such Collateral shall be received in trust for the benefit of the Secured Parties, shall be segregated from other funds of such Grantor and shall be immediately paid over to the Agent, for the benefit of the Secured Parties, in the same form as so received (with any necessary endorsement).

(c) All payments made under or in connection with or otherwise in respect of the Collateral of any defaulting Grantor, and all cash proceeds received by the Agent in respect of any sale of, collection from, or other realization upon all or any part of such Collateral may, in the discretion of the Agent, be held by the Agent, for the benefit of the Lenders, as collateral for, and then or at any time thereafter applied (after payment of any amounts payable to the Agent pursuant to Section 13 hereof) for the ratable benefit of the Secured Parties against all or any part of the Secured Obligations, in such order set forth in Section 10.5 of the Credit Agreement. Any sale or other disposition of the Collateral and the possession thereof by the Agent shall be in compliance with all provisions of applicable law (including applicable provisions of the UCC).

13. Indemnity and Expenses.

(a) Each Grantor agrees to indemnify the Agent, for the benefit of the Lenders, from and against any and all claims, losses and liabilities growing out of or resulting from this Agreement that are incurred by the Agent (including without limitation enforcement of this Agreement), except claims, losses or liabilities directly resulting from the Agent's gross negligence or willful misconduct.

(b) Each Grantor will upon demand pay to the Agent, for the benefit of the Secured Parties, the amount of any and all reasonable expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, that the Agent, for the benefit of the Secured Parties, may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of the Secured Parties, or (iv) the failure by any Grantor to perform or observe any of the provisions hereof.

14. Absolute Rights and Obligations. All rights of the Secured Parties in the Security Interests granted hereunder, and each of the Secured Obligations, shall be absolute and unconditional irrespective of:

(a) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to departure from, the Credit Agreement or any other Loan Document, including, but not limited to, (i) an increase or decrease in the Secured Obligations and (ii) an amendment of any Loan Document to permit the Agent or the Lenders or any one or more of them to extend further or additional credit to the Borrower in any form including credit by way of loan, purchase of assets, guarantee or otherwise, which credit shall thereupon be and become subject to the Credit Agreement and the other Loan Documents as a Secured Obligation;

(b) any taking and holding of collateral or guarantees (including without limitation any collateral pledged as security for the Secured Obligations under the other Security Instruments) for all or any of the Secured Obligations; or any amendment, alteration, exchange, substitution, transfer, enforcement, waiver, subordination, termination or release of any such collateral or guarantees, or any non-perfection of any such collateral, or any consent to departure from any such guaranty;

(c) any manner of application of collateral, or proceeds thereof, securing payment or enforcement of all or any of the Secured Obligations, or the manner of sale of any such collateral;

(d) any consent by the Secured Parties to the change, restructure or termination of the corporate structure or existence of the Borrower or any Grantor and any corresponding restructure of the Secured Obligations, or any other restructure or refinancing of the Secured Obligations or any portion thereof;

(e) any modification, compromise, settlement or release by the Secured Parties, by operation of law or otherwise, collection or other liquidation of the Secured Obligations or the liability of the Borrower, any Grantor or any Guarantor (other than the Grantor against which this Agreement is to be enforced), or of any collateral for the Secured Obligation (including without limitation any collateral pledged as security for the Secured Obligations under the other Security Instruments), in whole or in part, and any refusal of payment by the Agent or any Lender in whole or in part, from any obligor or Guarantor (other than the Grantor against which this Agreement is sought to be enforced) in connection with any of

the Secured Obligations, whether or not with notice to, or further assent by, or any reservation of rights against, any Grantor; or

(f) any other circumstance (including without limitation any statute of limitations) that might otherwise constitute a defense available to, or a discharge of, the Borrower, any Guarantor or a Grantor.

The granting of a Security Interest in the Collateral shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Secured Obligations is rescinded or must otherwise be returned by any Secured Party, upon the insolvency, bankruptcy or reorganization of the Borrower or any Grantor or otherwise, all as though such payment had not been made.

15. Waiver. Each Grantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Secured Obligations and this Agreement and any requirement that the Secured Parties protect, secure, perfect or insure any Security Interest or any Collateral subject thereto or exhaust any right or take any action against any Grantor or any other Person (including without limitation any Guarantor) or any collateral securing payment of the Secured Obligations (including without limitation any collateral pledged as security for the Secured Obligations under the other Security Instruments).

16. Subrogation. Prior to termination of this Agreement in accordance with the provisions of Section 18(c) hereof, no Grantor will exercise any rights that it may acquire by way of subrogation under this Agreement. If an amount shall be paid to such Grantor on account of such subrogation rights at any time prior to termination of this Agreement in accordance with the provisions of Section 18(c) hereof, such amount shall be held in trust for the benefit of the Secured Parties and shall forthwith be paid to the Agent, for the benefit of the Secured Parties, to be credited and applied upon the Secured Obligations, whether matured or unmatured, in accordance with the terms of the Credit Agreement and the Guaranty.

17. Amendments, Etc.

(a) Except as provided in subsection (b) of this Section 17 hereof no amendment or waiver of any provision of this Agreement nor consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be in writing and signed by the Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) Upon the execution and delivery by any Person of a supplement to this Agreement pursuant to which such Person agrees to become a party hereto (each an "Intellectual Property Security Agreement Supplement"), (i) such Person or entity shall be referred to as an "Additional Grantor" and shall be and become a Grantor and each reference in this Agreement to "Grantor" shall also mean and be a reference to such Additional Grantor, and (ii) the schedules attached to each Intellectual Property Security Agreement Supplement shall be incorporated into and become a part of and supplement Schedule I

hereto, and the Agent may attach such supplements to such Schedules, and each reference to such Schedules shall mean and be a reference to such Schedules as supplemented pursuant hereto.

(c) Any person that executes an Intellectual Property Security Agreement Supplement shall also execute and deliver such financing statements and all further instruments and documents and take all further action that may be necessary or desirable or that the Agent may reasonably request in order to perfect and protect any Security Interest purported to be granted thereby.

18. Continuing Security Interest; Assignments Under the Credit Agreement; Release of Collateral.

(a) This Agreement shall create a continuing Security Interest in the Collateral and shall (i) remain in full force and effect until terminated in accordance with the provisions of this Section 18(c) hereof, (ii) be binding upon each Grantor, its successors and assigns, provided, however, no Grantor shall make any assignment hereof without the prior consent of the Agent, and (iii) inure, together with the rights and remedies of the Secured Parties hereunder, to the benefit of the Secured Parties and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), any Lender may assign to one or more Persons, or grant to one or more Persons participations in or to, all or any part of its rights and obligations under the Credit Agreement (to the extent permitted by the Credit Agreement); and to the extent of any such assignment or participation such other Person shall, to the fullest extent permitted by law, thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise, subject however, to the provisions of the Credit Agreement, including Article XI thereof (concerning the Agent) and Section 11.1 thereof concerning assignments and participations.

(b) Except as permitted by the Credit Agreement or Section 8(a) hereof, no Grantor shall sell, lease, transfer or otherwise dispose of any item of Collateral during the term of this Agreement without the prior written consent of the Agent to such sale, lease, transfer or other disposition.

(c) On the Revolving Credit Termination Date (and provided all the Secured Obligations have been satisfied), the Collateral shall be automatically released from the Liens created hereby, all rights to the Collateral shall automatically revert to the Grantors, and this Agreement and all obligations of the Grantors hereunder shall terminate without delivery of any instrument or performance of any act by any party. Upon such termination of this Agreement, the Agent shall reassign and redeliver such Collateral then held by or for the Agent and the Lenders and execute and deliver to each Grantor such documents as it shall reasonably request to evidence such termination.

19. Definitions. All terms used herein shall be defined in accordance with the appropriate definitions appearing in the Uniform Commercial Code as in effect in Georgia, and such definitions are hereby incorporated herein by reference and made a part hereof.

20. Entire Agreement. This Agreement, together with the Credit Agreement, the Guaranty Agreement and other Loan Documents, constitutes and expresses the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements, commitments or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. Neither this Agreement nor any portion or provision hereof may be changed, altered, modified, supplemented, discharged, canceled, terminated, or amended orally or in any manner other than by an agreement, in writing signed by the parties hereto.

21. Further Assurances. Each Grantor agrees at its own expense to do such further acts and things, and to execute and deliver such additional conveyances, assignments, financing statements, agreements and instruments, as the Agent may at any time reasonably request in connection with the administration or enforcement of this Agreement or related to the Collateral or any part thereof or in order better to assure and confirm unto the Agent its rights, powers and remedies for the benefit of the Secured Parties hereunder. Each Grantor hereby consents and agrees that the issuers of or obligors in respect of the Collateral shall be entitled to accept the provisions hereof as conclusive evidence of the right of the Agent, on behalf of the Secured Parties, to exercise its rights hereunder with respect to the Collateral, notwithstanding any other notice or direction to the contrary heretofore or hereafter given by any Grantor or any other Person to any of such issuers or obligors.

22. Binding Agreement; Assignment. This Agreement, and the terms, covenants and conditions hereof, shall be binding upon and inure to the benefit of the parties hereto, and to their respective successors and assigns, except that no Grantor shall be permitted to assign this Agreement or any interest herein or in the Collateral, or any part thereof, or otherwise pledge, encumber or grant any option with respect to the Collateral, or any part thereof, or any cash or property held by the Agent as Collateral under this Agreement. All references herein to the Agent shall include any successor thereof, each Lender and any other obligees from time to time of the Obligations.

23. Swap Agreements. All obligations of the Borrower under Swap Agreements shall be deemed to be Secured Obligations secured hereby, and each Lender or affiliate of a Lender party to any such Swap Agreement shall be deemed to be a Secured Party hereunder.

24. Severability. If any term or provision of this Agreement is or shall become illegal, invalid or unenforceable in any jurisdiction, all other terms and provisions of this Agreement shall remain legal, valid and enforceable in such jurisdiction and such illegal, invalid or unenforceable provision shall be legal, valid and enforceable in any other jurisdiction.

25. 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 when taken together shall constitute one and the same agreement.

26. Termination. This Agreement and all obligations of each Grantor hereunder shall terminate on the Revolving Credit Termination Date (provided all the Secured Obligations have been satisfied), at which time the Liens and rights granted to the Agent for the benefit of the Secured

Parties hereunder shall automatically terminate and no longer be in effect, and the Collateral shall automatically be released from the Liens created hereby. Upon such termination of this Agreement, the Agent shall, at the sole expense of the Grantors, reassign and redeliver to each applicable Grantor such Collateral then held by or for the Agent and execute and deliver to such Grantor such documents as such Grantor shall reasonably request and take such further actions as may be necessary to effect the same and as shall be reasonably acceptable to the Agent.

27. **Remedies Cumulative.** All remedies hereunder are cumulative and are not exclusive of any other rights and remedies of the Agent provided by law or under the Credit Agreement, the other Loan Documents, or other applicable agreements or instruments. The making of the Loans to, and issuing of Letters of Credits for the benefit of, the Borrower pursuant to the Credit Agreement shall be conclusively presumed to have been made or extended, respectively, in reliance upon the each Grantor's grant of a Security Interest in the Collateral pursuant to the terms hereof.

28. **Notices.** Any notice required or permitted hereunder shall be given, (a) with respect to each Pledgor, at the address of the Borrower indicated in Section 12.2 of the Credit Agreement and (b) with respect to the Agent or a Lender, at the Agent's address indicated in Section 12.2 of the Credit Agreement. All such notices shall be given and shall be effective as provided in Section 12.2 of the Credit Agreement.

29. **Governing Law; Venue; Waiver of Jury Trial.**

(a) **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA APPLICABLE TO CONTRACTS EXECUTED, AND TO BE FULLY PERFORMED, IN SUCH STATE NOTWITHSTANDING ITS EXECUTION AND DELIVERY OUTSIDE SUCH STATE.**

(b) **EACH GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY AGREES AND CONSENTS THAT ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREIN MAY BE INSTITUTED IN ANY STATE OR FEDERAL COURT SITTING IN THE COUNTY OF HAMILTON, STATE OF TENNESSEE, UNITED STATES OF AMERICA OR THE COUNTY OF MECKLENBURG, STATE OF NORTH CAROLINA, UNITED STATES OF AMERICA AND, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH GRANTOR EXPRESSLY WAIVES ANY OBJECTION THAT IT MAY HAVE NOW OR HEREAFTER TO THE LAYING OF THE VENUE OR TO THE JURISDICTION OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND IRREVOCABLY SUBMITS GENERALLY AND UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING.**

(c) **EACH GRANTOR AGREES THAT SERVICE OF PROCESS MAY BE MADE BY PERSONAL SERVICE OF A COPY OF THE SUMMONS AND COMPLAINT OR OTHER LEGAL PROCESS IN ANY SUCH SUIT, ACTION OR**

PROCEEDING, OR BY REGISTERED OR CERTIFIED MAIL (POSTAGE PREPAID) TO THE ADDRESS OF THE BORROWER PROVIDED BY SECTION 12.2 OF THE CREDIT AGREEMENT, OR BY ANY OTHER METHOD OF SERVICE PROVIDED FOR UNDER THE APPLICABLE LAWS IN EFFECT IN THE STATE OF NORTH CAROLINA.

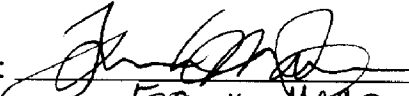
(d) NOTHING CONTAINED IN SUBSECTIONS (b) OR (c) HEREOF SHALL PRECLUDE THE AGENT OR ANY LENDER FROM BRINGING ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS IN THE COURTS OF ANY PLACE WHERE EACH GRANTOR OR ANY OF SUCH GRANTOR'S PROPERTY OR ASSETS MAY BE FOUND OR LOCATED. TO THE EXTENT PERMITTED BY THE APPLICABLE LAWS OF ANY SUCH JURISDICTION, EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT AND EXPRESSLY WAIVES, IN RESPECT OF ANY SUCH SUIT, ACTION OR PROCEEDING, THE JURISDICTION OF ANY OTHER COURT OR COURTS WHICH NOW OR HEREAFTER, BY REASON OF ITS PRESENT OR FUTURE DOMICILE, OR OTHERWISE, MAY BE AVAILABLE TO IT.

(e) IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS OR REMEDIES UNDER OR RELATED TO THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR THAT MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THE FOREGOING, EACH GRANTOR AND THE AGENT ON BEHALF OF THE LENDERS HEREBY AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY AND EACH PARTY HEREBY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY HAVE THAT EACH ACTION OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

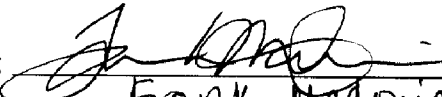
[Signature pages follow]

IN WITNESS WHEREOF, the parties have duly executed this Intellectual Property Security Agreement on the day and year first written above.

MILLER INDUSTRIES, INC.

By: 
Name: Frank Madonna
Title: Executive Vice President

**MILLER INDUSTRIES TOWING EQUIPMENT
INC.**

By: 
Name: Frank Madonna
Title: Vice President

INTELLECTUAL PROPERTY SECURITY AGREEMENT

SIGNATURE PAGE 1 OF 6

TRADEMARK
REEL: 002196 FRAME: 0392

GUARANTORS:

**ACKERMAN WRECKER SERVICE, INC.
A-EXCELLENCE TOWING CO.
ALL AMERICAN TOWING SERVICES, INC.
ALLIED GARDENS TOWING, INC.
ALLIED TOWING AND RECOVERY, INC.
ALTAMONTE TOWING, INC.
ANDERSON TOWING SERVICE, INC.
APACO, INC.
APPLE TOWING CO., INC.
ARROW WRECKER SERVICE, INC.
A TO Z ENTERPRISES, INC.
B&B ASSOCIATED INDUSTRIES, INC.
B-G TOWING, INC.
BEAR TRANSPORTATION, INC.
BEATY TOWING & RECOVERY, INC.
BERT'S TOWING RECOVERY CORPORATION
BILL GERLOCK TOWING CO.
BOB BOLIN SERVICES, INC.
BOB'S AUTO SERVICE, INC.
BOB VINCENT AND SONS WRECKER
SERVICE, INC.
BOULEVARD & TRUMBULL TOWING, INC.
BREWER'S, INC.
BRYRICH CORPORATION
C&L TOWING SERVICES, INC.
CAL WEST TOWING, INC.
CEDAR BLUFF 24 HOUR TOWING, INC.
CENTURY HOLDINGS, INC.
CHAD'S, INC.
CHAMPION CARRIER CORPORATION
CHEVRON, INC.
CHICAGO METRO SERVICES, INC.
CLARENCE CORNISH AUTOMOTIVE
SERVICE, INC.
CLEVELAND VEHICLE DETENTION
CENTER, INC.
COLEMAN'S TOWING & RECOVERY, INC.
COMPETITION WHEELIFT, INC.
D.A. HANELINE, INC.
DALLAS VEHICLE RECOVERY, INC.
DICK'S TOWING & ROAD SERVICE, INC.
DOLLAR ENTERPRISES, INC.**

INTELLECTUAL PROPERTY SECURITY AGREEMENT

SIGNATURE PAGE 2 OF 6

**TRADEMARK
REEL: 002196 FRAME: 0393**

DON'S TOWING, INC.
DUN-RITE TOWING, INC.
DURU, INC.
E.B.T., INC.
EXPORT ENTERPRISES, INC.
GARY'S TOWING & SALVAGE POOL, INC.
GOLDEN WEST TOWING EQUIPMENT, INC.
**GOOD MECHANIC AUTO CO. OF
RICHFIELD, INC.**
GREAT AMERICA TOWING, INC.
GREG'S TOWING, INC.
H&H TOWING ENTERPRISES, INC.
HALL'S TOWING SERVICE, INC.
HENDRICKSON TOWING, INC.
H.M.R. ENTERPRISES, INC.
INTERSTATE TOWING & RECOVERY, INC.
JENKINS WRECKER SERVICE, INC.
JENNINGS ENTERPRISES, INC.
KAUFF'S, INC.
KAUFF'S OF FT. PIERCE, INC.
KAUFF'S OF MIAMI, INC.
KAUFFS OF PALM BEACH, INC.
KEN'S TOWING, INC.
**KING AUTOMOTIVE & INDUSTRIAL
EQUIPMENT, INC.**
LANCE WRECKER SERVICE, INC.
LAZER TOW SERVICES, INC.
LEWIS WRECKER SERVICE, INC.
LEVESQUE'S AUTO SERVICE, INC.
LINCOLN TOWING ENTERPRISES, INC.
M&M TOWING AND RECOVERY, INC.
MAEJO, INC.
MEL'S ACQUISITION CORP.
MERL'S TOWING SERVICE, INC.
**MID AMERICA WRECKER & EQUIPMENT
SALES, INC. OF COLORADO**
MIKE'S WRECKER SERVICE, INC.
MILLER FINANCIAL SERVICES GROUP, INC.
MILLER/GREENEVILLE, INC.
MILLER INDUSTRIES DISTRIBUTING, INC.
MILLER INDUSTRIES INTERNATIONAL, INC.
MOORE'S SERVICE & TOWING, INC.
MOORE'S TOWING SERVICE, INC.
MOSTELLER'S GARAGE, INC.
MURPHY'S TOWING, INC.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

SIGNATURE PAGE 3 OF 6

**TRADEMARK
REEL: 002196 FRAME: 0394**

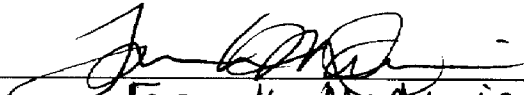
**OFFICIAL TOWING, INC.
O'HARE TRUCK SERVICE, INC.
PETE'S A TOWING, INC.
PIPES ENTERPRISES, INC.
PRO-TOW, INC.
PULLEN'S TRUCK CENTER, INC.
PURPOSE, INC.
RAR ENTERPRISES, INC.
RANDY'S HIGH COUNTRY TOWING, INC.
RAY HARRIS, INC.
RMA ACQUISITION CORP.
RRIC ACQUISITION CORP.
RAY'S TOWING, INC.
RETRIEVER TOWING, INC.
ROAD BUTLER, INC.
ROAD ONE, INC.
ROADONE EMPLOYEE SERVICES, INC.
ROAD ONE INSURANCE SERVICES, INC.
ROAD ONE SERVICE, INC.
RONNY MILLER WRECKER SERVICE INC.
SANDY'S AUTO & TRUCK SERVICE, INC.
SAKSTRUP TOWING, INC.
SONOMA CIRCUITS, INC.
SOUTHERN WRECKER CENTER, INC.
SOUTHERN WRECKER SALES, INC.
SOUTHWEST TRANSPORT, INC.
SPEED'S AUTOMOTIVE, INC.
SPEED'S RENTALS, INC.
SROGA'S AUTOMOTIVE SERVICES, INC.
SUBURBAN WRECKER SERVICE, INC.
TEAM TOWING AND RECOVERY, INC.
TED'S OF FAYVILLE, INC.
TEXAS TOWING CORPORATION
THOMPSON'S WRECKER SERVICE, INC.
TOW PRO CUSTOM TOWING & HAULING,
INC.
TREASURE COAST TOWING, INC.
TRUCK SALES & SALVAGE CO., INC.
VRCHOTA CORPORATION
VULCAN EQUIPMENT COMPANY, INC.
WALKER TOWING, INC.
WES'S SERVICE INCORPORATED
WESTERN TOWING; MCCLURE/EARLEY
ENTERPRISES, INC.
WHITEY'S TOWING, INC.**

INTELLECTUAL PROPERTY SECURITY AGREEMENT

SIGNATURE PAGE 4 OF 6

**TRADEMARK
REEL: 002196 FRAME: 0395**

**WILTSE TOWING, INC.
ZEBRA TOWING, INC.
ZEHNER TOWING & RECOVERY, INC.**

By: 
Name: Frank Madonna
Title: Attorney-in-Fact

INTELLECTUAL PROPERTY SECURITY AGREEMENT

SIGNATURE PAGE 5 OF 6

TRADEMARK
REEL: 002196 FRAME: 0396

AGENT:

**BANK OF AMERICA, N.A. d/b/a
NATIONSBANK, N.A. successor to
NATIONSBANK, N.A., as Agent for the Lenders**

By: *Sybil H. Weldon*
Name: *Sybil H. Weldon*
Title: *Senior Vice President*

INTELLECTUAL PROPERTY SECURITY AGREEMENT

SIGNATURE PAGE 6 OF 6

TRADEMARK
REEL: 002196 FRAME: 0397

SCHEDULE I

PATENTS, TRADEMARKS, COPYRIGHTS and LICENSE AGREEMENTS

SCHEDULE I

Trademark Registrations

| <u>Trademark or Service Mark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|---|-------------------------|--------------------------|
| Cradle Snatcher | 1,253,728 | 10/11/83 |
| FAST TRACK | 2,007,105 | 10/08/96 |
| Snatcher | 1,478,615 | 03/01/88 |
| Vulcan | 1,080,196 | 12/27/77 |
| Vulcan | 1,235,604 | 04/26/83 |
| Vulcan and Anvil Design | 1,014,366 | 06/24/75 |
| Wheel Snatcher | 1,415,758 | 11/04/86 |
| ROAD ONE | 2,163,581 | 06/09/98 |
| DUN-RITE | 2,025,109 | 12/24/96 |
| FORMULA I | 1,415,750 | 11/04/86 |
| CENTURY | 1,304,920 | 11/13/84 |
| EAGLE BY AMERICAN WHEELIFT SYSTEMS and Design | 1,299,446 | 10/09/84 |
| EAGLE CLAW SELF-LOADING WHEELIFT | 1,300,469 | 10/16/84 |
| CENTURY | 1,225,896 | 02/01/83 |
| STINGER | 1,556,741 | 09/19/89 |
| PRO STAR | 1,447,363 | 07/14/87 |
| CHAMPION | 1,891,960 | 05/02/95 |
| CHALLENGER | 2,026,266 | 12/31/96 |
| HOLMES and Design | 1,919,276 | 09/19/95 |
| STREET RUNNER | 1,581,400 | 02/06/90 |
| METRO I | 1,379,084 | 01/21/86 |
| EAGLE and Design | 2,073,301 | 06/24/97 |
| EAGLE CLAW and Design | 2,118,860 | 12/09/97 |
| HOLMES | 740,555 | 11/13/62 |
| UNIVERSAL | 695,254 | 03/29/60 |
| 440 HI-POWER | 1,219,704 | 12/14/82 |
| HOOKS UP IN SECONDS...ALL BY ITSELF | 1,550,876 | 08/08/89 |
| CENTURY EXPRESS | | 12/19/97 |

Trademark Pending Applications

| <u>Trademark or Service Mark</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|----------------------------------|-------------------|--------------------|
| I and Design | 75-679,712 | 04/09/99 |
| CENTURY EXPRESS | 75-408,210 | 12/19/97 |
| RESCUE ONE | 75-230,720 | 01/24/97 |

SCHEDULE I

Part I

Copyrights Registered with U.S. Copyright Office

Title *[Author]*

Copyright Number

Registration Date

Part II

Copyrights Not Registered

Title

[Authors]

Product literature and brochures

SCHEDULE I

Licenses

SCHEDULE I

Registrations
United States Patent and Trademark Office

| <u>Patent</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|---|-------------------------|--------------------------|
| Independent wheel lift on car carrier | 5,061,147 | 10/29/91 |
| Chain driven hydraulic L-Arm wheel lift | 5,692,871 | 12/02/97 |
| Hydraulic L-Arm wheel lift wrapped around back of body | 4,674,943 | 06/23/87 |
| Non-releasable L-Arm and wheel chock | 5,628,609 | 05/13/97 |
| Top-loading releasable L-Arm | 4,875,822 | 10/24/89 |
| Vehicle carrier with wheel lift | 4,929,142 | 05/29/90 |
| Vehicle lifting and towing apparatus | 4,927,315 | 05/22/90 |
| Carrier vehicle with tilt lock-out arrangement | 5,006,033 | 04/09/91 |
| Quick connect/disconnect wheel cradle arrangement for wheel lift towing systems | 4,958,980 | 09/25/90 |
| Quick connect/disconnect wheel cradle arrangement for wheel lift towing systems | 4,890,972 | 01/02/90 |
| Pop-up dolly for a towing system | 4,846,484 | 07/11/89 |
| Side rails for flat-bed vehicles | 4,842,317 | 06/27/89 |
| Wheel lift tow assembly | 4,836,737 | 06/06/89 |
| Disabled car carrier vehicle | 4,756,658 | 07/12/88 |
| Wheel lift towing assembly | 4,679,978 | 07/14/87 |
| Hydraulic wheel lift system for tow vehicles | 4,564,207 | 01/14/86 |
| Safety latch and line system for towing vehicles | 5,039,272 | 08/13/91 |
| Safety line latch for use with towing systems | 5,022,694 | 06/11/91 |
| Quick connect/disconnect wheel cradle arrangement for wheel lift towing systems | 4,986,720 | 01/22/91 |
| Ultrasonic tire testing method and apparatus | 5,095,744 | 03/17/92 |
| Towing vehicle body | D310,980 | 10/02/90 |
| Low profile vehicle lifting and towing device | 4,874,285 | 10/17/89 |
| Towing apparatus | 4,798,509 | 01/17/89 |
| Vehicle transporting apparatus | 4,795,303 | 01/03/89 |
| Towing apparatus with front stop | 4,793,763 | 12/27/88 |
| Towing apparatus | 4,637,623 | 01/20/87 |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| Transporting apparatus and method | 5,779,431 | 07/14/98 |
| Tow truck with double pivot crossbar | 5,709,522 | 01/20/98 |
| Single-powered underlift towing apparatus | 5,354,167 | 10/11/94 |
| Multifunction loading and recovery apparatus | 5,213,466 | 05/25/93 |
| Wheel lift apparatus | 4,968,052 | 11/06/90 |
| Single powered underlift stinger tilt/fold | 5,284,415 | 02/08/94 |
| Improved tire section repair unit | 5,296,173 | 03/22/94 |
| Transporting apparatus and method | 5,529,454 | 06/25/96 |
| Automobile lifting and towing equipment | 4,473,334 | 09/25/84 |
| Tow Truck Vehicle Body | DES. 258502 | |

| | | |
|------------------------|--------------|--|
| Tow Truck Vehicle Body | Des. 270.905 | |
|------------------------|--------------|--|

Pending Applications

| <u>Patent</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|----------------------------|-------------------|--------------------|
| Carrier with articable bed | 09/057,797 | |

EXHIBIT A

ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

THIS ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES (this "Agreement") is made as of this ___ day of July 1999 by **EACH OF THE UNDERSIGNED** (each a "Grantor"), to **BANK OF AMERICA, N.A. d/b/a NATIONSBANK, N.A. successor to NATIONSBANK, N.A.**, a national banking association, as Agent (the "Agent") for each of the lenders (the "Lenders" and collectively with the Agent, the "Secured Parties") now or hereafter party to the Credit Agreement (as defined below). All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Credit Agreement (as defined below);

WITNESSETH:

WHEREAS, the Secured Parties have agreed to make available to **MILLER INDUSTRIES, INC.** and **MILLER INDUSTRIES TOWING EQUIPMENT, INC.** (the "Borrowers") a revolving credit facility pursuant to the Credit Agreement dated as of January 30, 1998, as amended by Amendment No. 1 to Credit Agreement dated as of January 31, 1998 and by Amendment No. 2 to Credit Agreement dated as of October 30, 1998 and by Amendment No. 3 to Credit Agreement dated as of July 27, 1999 among the Borrowers, the Grantors, the Agent and the Lenders (as from time to time amended, revised, modified, supplemented, or amended and restated the "Credit Agreement"); and

WHEREAS, each Grantor other than the Borrowers is a wholly-owned direct or indirect Subsidiary of the Borrower and will materially benefit from the loans and advances made and to be made, and the letters of credit issued and to be issued, under the Credit Agreement; and

WHEREAS, each Grantor other than the Borrowers has entered into a Guaranty Agreement (the "Guaranty Agreement") pursuant to which each Guarantor has guaranteed payment and performance of the Borrower's Obligations under the Credit Agreement; and

WHEREAS, each Grantor has entered into a Security Agreement (the "Security Agreement") dated as of July 27, 1999 pursuant to which each Grantor has granted to the Agent for the benefit of the Lenders a security interest in, among other things, the Patents, Marks, Copyrights and Licenses defined below in order to secured the obligations described therein; and

WHEREAS, at least one Grantor (a) has adopted and used and is using each of the trademarks and service marks (the "Marks") identified on Annex I hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on Annex I hereto, (b) is the owner of and uses the copyrights, copyright registrations and pending registration applications set forth on Annex II hereto (the "Copyrights"), (c) is a party to and has rights under the licenses and license agreements listed on Annex III hereto (the "Licenses") and (d) is the owner of and uses the patents, patent registrations and pending registration applications set forth on Annex IV hereto (the "Patents" and together with the Trademarks, the Copyrights and the Licenses, the "Collateral"); and

WHEREAS, the Agent for the benefit of the Secured Parties desires to acquire the Patents, the Marks, the Copyrights and the Licenses and the registrations thereof and registration applications therefor, as applicable, in connection with the exercise of its remedies after the occurrence of an Event of Default under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Grantor does hereby assign, sell and transfer unto the Agent all right, title and interest in and to the Patents, the Marks, Copyrights and Licenses, together with (i) the registrations of and registration applications therefor, as applicable, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Patents, Marks and Copyrights or the registrations thereof or such associated goodwill, and (iv) all rights of each Grantor to enforce all Licenses.

Each Grantor hereby grants to the Agent, for the benefit of the Lenders, and notice is hereby given that each Grantor has granted to the Agent, for the benefit of the Lenders and the Agent, a first priority security interest in the Collateral to secure the payment and performance in full of all of the obligations of each Grantor under the Guaranty Agreement.

This Assignment is intended to and shall take effect as a sealed instrument at such time as the Agent shall complete this instrument by signing its acceptance of this Assignment below.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have duly executed this Assignment of Trademarks, Copyrights and Licenses on the day and year first written above.

MILLER INDUSTRIES, INC.

By: _____
Name: _____
Title: _____

**MILLER INDUSTRIES TOWING EQUIPMENT
INC.**

By: _____
Name: _____
Title: _____

ASSIGNMENT OF TRADEMARKS, COPYRIGHTS AND LICENSES

SIGNATURE PAGE 1 OF 6

**TRADEMARK
REEL: 002196 FRAME: 0406**

GUARANTORS:

**ACKERMAN WRECKER SERVICE, INC.
A-EXCELLENCE TOWING CO.
ALL AMERICAN TOWING SERVICES, INC.
ALLIED GARDENS TOWING, INC.
ALLIED TOWING AND RECOVERY, INC.
ALTAMONTE TOWING, INC.
ANDERSON TOWING SERVICE, INC.
APACO, INC.
APPLE TOWING CO., INC.
ARROW WRECKER SERVICE, INC.
A TO Z ENTERPRISES, INC.
B&B ASSOCIATED INDUSTRIES, INC.
B-G TOWING, INC.
BEAR TRANSPORTATION, INC.
BEATY TOWING & RECOVERY, INC.
BERT'S TOWING RECOVERY CORPORATION
BILL GERLOCK TOWING CO.
BOB BOLIN SERVICES, INC.
BOB'S AUTO SERVICE, INC.
BOB VINCENT AND SONS WRECKER
SERVICE, INC.
BOULEVARD & TRUMBULL TOWING, INC.
BREWER'S, INC.
BRYRICH CORPORATION
C&L TOWING SERVICES, INC.
CAL WEST TOWING, INC.
CEDAR BLUFF 24 HOUR TOWING, INC.
CENTURY HOLDINGS, INC.
CHAD'S, INC.
CHAMPION CARRIER CORPORATION
CHEVRON, INC.
CHICAGO METRO SERVICES, INC.
CLARENCE CORNISH AUTOMOTIVE
SERVICE, INC.
CLEVELAND VEHICLE DETENTION
CENTER, INC.
COLEMAN'S TOWING & RECOVERY, INC.
COMPETITION WHEELIFT, INC.
D.A. HANELINE, INC.
DALLAS VEHICLE RECOVERY, INC.
DICK'S TOWING & ROAD SERVICE, INC.
DOLLAR ENTERPRISES, INC.**

ASSIGNMENT OF TRADEMARKS, COPYRIGHTS AND LICENSES

SIGNATURE PAGE 2 OF 6

TRADEMARK
REEL: 002196 FRAME: 0407

DON'S TOWING, INC.
DUN-RITE TOWING, INC.
DURU, INC.
E.B.T., INC.
EXPORT ENTERPRISES, INC.
GARY'S TOWING & SALVAGE POOL, INC.
GOLDEN WEST TOWING EQUIPMENT, INC.
**GOOD MECHANIC AUTO CO. OF
RICHFIELD, INC.**
GREAT AMERICA TOWING, INC.
GREG'S TOWING, INC.
H&H TOWING ENTERPRISES, INC.
HALL'S TOWING SERVICE, INC.
HENDRICKSON TOWING, INC.
H.M.R. ENTERPRISES, INC.
INTERSTATE TOWING & RECOVERY, INC.
JENKINS WRECKER SERVICE, INC.
JENNINGS ENTERPRISES, INC.
KAUFF'S, INC.
KAUFF'S OF FT. PIERCE, INC.
KAUFF'S OF MIAMI, INC.
KAUFFS OF PALM BEACH, INC.
KEN'S TOWING, INC.
**KING AUTOMOTIVE & INDUSTRIAL
EQUIPMENT, INC.**
LANCE WRECKER SERVICE, INC.
LAZER TOW SERVICES, INC.
LEWIS WRECKER SERVICE, INC.
LEVESQUE'S AUTO SERVICE, INC.
LINCOLN TOWING ENTERPRISES, INC.
M&M TOWING AND RECOVERY, INC.
MAEJO, INC.
MEL'S ACQUISITION CORP.
MERL'S TOWING SERVICE, INC.
**MID AMERICA WRECKER & EQUIPMENT
SALES, INC. OF COLORADO**
MIKE'S WRECKER SERVICE, INC.
MILLER FINANCIAL SERVICES GROUP, INC.
MILLER/GREENEVILLE, INC.
MILLER INDUSTRIES DISTRIBUTING, INC.
MILLER INDUSTRIES INTERNATIONAL, INC.
MOORE'S SERVICE & TOWING, INC.
MOORE'S TOWING SERVICE, INC.
MOSTELLER'S GARAGE, INC.
MURPHY'S TOWING, INC.

ASSIGNMENT OF TRADEMARKS, COPYRIGHTS AND LICENSES

SIGNATURE PAGE 3 OF 6

TRADEMARK
REEL: 002196 FRAME: 0408

**OFFICIAL TOWING, INC.
O'HARE TRUCK SERVICE, INC.
PETE'S A TOWING, INC.
PIPES ENTERPRISES, INC.
PRO-TOW, INC.
PULLEN'S TRUCK CENTER, INC.
PURPOSE, INC.
RAR ENTERPRISES, INC.
RANDY'S HIGH COUNTRY TOWING, INC.
RAY HARRIS, INC.
RMA ACQUISITION CORP.
RRIC ACQUISITION CORP.
RAY'S TOWING, INC.
RETRIEVER TOWING, INC.
ROAD BUTLER, INC.
ROAD ONE, INC.
ROADONE EMPLOYEE SERVICES, INC.
ROAD ONE INSURANCE SERVICES, INC.
ROAD ONE SERVICE, INC.
RONNY MILLER WRECKER SERVICE INC.
SANDY'S AUTO & TRUCK SERVICE, INC.
SAKSTRUP TOWING, INC.
SONOMA CIRCUITS, INC.
SOUTHERN WRECKER CENTER, INC.
SOUTHERN WRECKER SALES, INC.
SOUTHWEST TRANSPORT, INC.
SPEED'S AUTOMOTIVE, INC.
SPEED'S RENTALS, INC.
SROGA'S AUTOMOTIVE SERVICES, INC.
SUBURBAN WRECKER SERVICE, INC.
TEAM TOWING AND RECOVERY, INC.
TED'S OF FAYVILLE, INC.
TEXAS TOWING CORPORATION
THOMPSON'S WRECKER SERVICE, INC.
TOW PRO CUSTOM TOWING & HAULING,
INC.
TREASURE COAST TOWING, INC.
TRUCK SALES & SALVAGE CO., INC.
VRCHOTA CORPORATION
VULCAN EQUIPMENT COMPANY, INC.
WALKER TOWING, INC.
WES'S SERVICE INCORPORATED
WESTERN TOWING; MCCLURE/EARLEY
ENTERPRISES, INC.
WHITEY'S TOWING, INC.**

ASSIGNMENT OF TRADEMARKS, COPYRIGHTS AND LICENSES

SIGNATURE PAGE 4 OF 6

**TRADEMARK
REEL: 002196 FRAME: 0409**

**WILTSE TOWING, INC.
ZEBRA TOWING, INC.
ZEHNER TOWING & RECOVERY, INC.**

By: _____
Name: _____
Title: _____

ASSIGNMENT OF TRADEMARKS, COPYRIGHTS AND LICENSES

SIGNATURE PAGE 5 OF 6

**TRADEMARK
REEL: 002196 FRAME: 0410**

AGENT:

**BANK OF AMERICA, N.A. d/b/a
NATIONSBANK, N.A. successor to
NATIONSBANK, N.A., as Agent for the Lenders**

By: _____

Name: _____

Title: _____

ASSIGNMENT OF TRADEMARKS, COPYRIGHTS AND LICENSES

SIGNATURE PAGE 6 OF 6

TRADEMARK
REEL: 002196 FRAME: 0411

The foregoing assignment of the Patents, Trademarks, Copyrights and Licenses and the registrations thereof and registration applications therefor by the Assignee and the Agent is hereby accepted as of the ___ day of ____, 1999.

**BANK OF AMERICA, N.A. d/b/a
NATIONSBANK, N.A. successor to
NATIONSBANK, N.A., as Agent for the Lenders**

By: _____
Name: _____
Title: _____

ANNEX I

Trademark Registrations

Trademark
or
Service Mark

United States Patent
and Trademark Office
Registration No.

Registration Date

[List chronologically in ascending numerical order]

Trademark Pending Applications

Trademark
or
Service Mark

United States Patent
and Trademark Office
Serial No.

Filing Date

[List chronologically in ascending numerical order]

ANNEX II

Part I

Copyrights Registered with U.S. Copyright Office

| <u>Title</u> | <u>[Author(s)]</u> | <u>Copyright Number</u> | <u>Registration Date</u> |
|--------------|--------------------|-----------------------------|------------------------------|
|--------------|--------------------|-----------------------------|------------------------------|

Part II

Copyrights Not Registered

| <u>Title</u> | <u>[Author(s)]</u> |
|--------------|--------------------|
|--------------|--------------------|

ANNEX III

Licenses

ANNEX IV

Registrations
United States Patent and Trademark Office
Registration No. Registration Date

Patent

[List chronologically in ascending numerical order]

Pending Applications
United States Patent and Trademark Office
Serial No. Filing Date

Patent

[List chronologically in ascending numerical order]