

MRD

01-16-2001

Form PTO-1594
1-31-92

12.29.00

RI



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents.

101583699

original documents or copy thereof.

1. Name of conveying party(ies):

Esrnico, Inc.

- Individuals
- General Partnership
- Corporation - State: Delaware
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Interest
- Other
- Merger
- Change of Name

Execution Date: November 9, 2000

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

A. Trademark Application No.(s)

Additional numbers attached? Yes No

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

Name: Brian Jaenicke, Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

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

Name: Morgan Stanley & Co, Incorporated

Internal Address: _____

Street Address: 1585 Broadway

City: New York State: New York ZIP: 10036

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation- _____
- Other - Collateral Agent _____

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

Trademark Registration No.(s)\

Please see attached Schedule A

6. Total number of applications and registration involved

32

7. Total fee (37 CFR 3.41): \$ 815.00

- Enclosed
- Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

(23-1705 in case of deficiency)

(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.

Brian T. Jaenicke

Name of Person Signing

Brian T. Jaenicke

Signature

12/27/00

Date

Total number of pages comprising cover sheet:

1

OMB No. 0651-0011 (exp. 4/94)

01/12/2001 NTHAI1 00000260 1559619

Do not detach this portion

01 Form 1 documents to be recorded with required cover sheet information to:
02 FC:482 10.00 OP
775.00 OP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

U.S. TRADEMARKS OWNED BY ESRMCO, INC.

<u>Mark</u>	<u>Reg. No.</u>	<u>Date of Grant</u>
Alpha Series	1,559,619	Oct. 10, 1989
Challenger	319,475	Nov. 27, 1934
Challenger and Design	1,229,476	March 8, 1983
Challenger Plus and Design	1,292,706	Sept. 4, 1984
Cobra	2,081,911	July 22, 1997
CobraLink	(75/170259)	
Depth Charger	1,785,355	Aug. 3, 1993
Design Only	1,619,487	Oct. 30, 1990
Dynacel	1,557,785	Sept. 26, 1989
Dynaclad	709,282	Jan. 3, 1961
G Series	1,545,225	June 27, 1989
Ground Hugger	1,174,952	Oct. 27, 1981
Heritage	(2,352,644)	May 23, 2000
Hertner	953,048	Feb. 13, 1973
HUP	1,758,119	March 16, 1993
HUP The Better	1,758,118	March 16, 1993
Built Battery Independence	2,356,074	June 6, 2000
Ironclad	82,219	June 13, 1911
ISO 9000	1,931,109	Oct. 31, 1995
Loadhog	1,725,132	Oct. 20, 1992
Motocross Battery and Design	1,147,530	Feb. 24, 1981
MXB (Stylized)	1,274,932	April 24, 1984

Perma-Connect	(2263210)	July 20, 1999
Phoenix	1,998,074	Sept. 3, 1996
Power Partners	1,001,993	Jan. 21, 1975
Rail-Titan	816,535	Oct. 11, 1966
Smarthog	(2,229,379)	March 2, 1999
Superhog	1,732,555	Nov. 17, 1992
The General	2,084,828	July 29, 1997
Workhog	(2,357,889)	June 13, 2000
YT and Design	1,267,829	Feb. 21, 1984
Yuasa Service	2,082,287	July 22, 1997

**ASSIGNMENT OF SECURITY
INTEREST IN CERTAIN U.S. TRADEMARKS**

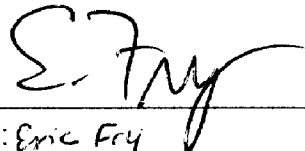
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Esmco, Inc., a Delaware corporation ("the Assignor") with principal offices at 14 Par la ville Road, Hamilton HMJX, Bermuda, hereby assigns and grants to Morgan Stanley & Co, Incorporated, as Collateral Agent (the "Assignee") with principal offices at 1585 Broadway, New York, New York 10036, a security interest in (i) all of the Assignor's right, title and interest in and to the U.S. trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto; (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and, (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS ASSIGNMENT OF SECURITY INTEREST (this "Assignment"), effective as of November 9, 2000, is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement, among Assignor, the other assignors from time to time party thereto and the Assignee, dated as of November 9, 2000 (as amended, restated, modified and/or supplemented from time to time, the "Security Agreement").

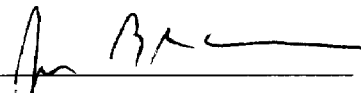
This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 9th day of November, 2000.

ESRMCO, INC.,
Assignor,

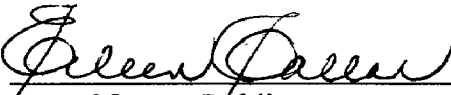
By: 
Name: Eric Fry
Title: Assistant Secretary

MORGAN STANLEY & CO, INCORPORATED,
as Collateral Agent, as Assignee

By: 
Name: John McCann
Title: Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 9th day of November, 2000, before me personally came ERIC FRY who, being by me duly sworn, did state as follows: that he is ASST. SECRETARY of ESRMCO, INC., that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.


Notary Public

Eileen Callan
Notary Public State of New York
No 41-4794990
Qualified in Nassau County
Commission Expires Nov. 30 2001

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 9th day of November, 2000, before me personally came John McLean who, being by me duly sworn, did state as follows: that he is **Vice President** of MORGAN STANLEY & CO INCORPORATED, that he is authorized to execute the foregoing Assignment on behalf of said company and that he did so by authority of said company.

Anhelys Fernandez
Notary Public

ANHIELYS FERNANDEZ
Notary Public, State of New York
No. 01FE6048139
Qualified in New York County
Commission Expires Sept. 18, 2002