

05-23-2001

TRADEMARK

RI



IEET

101726588

MAD 5-7-01

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

Effective Date

Merger
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

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

05-07-2001

U.S. Patent & TMO/TM Mail Rcpt Dt #34

Address (line 1)

Address (line 2)

Address (line 3)

- 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

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)

<input type="text" value="75/882,204"/>	<input type="text" value="75/882,205"/>	<input type="text" value="76/163,244"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="1,151,632"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:
Deposit Account

Enclosed

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.

Orlesia A. Hawkins
Name of Person Signing

Orlesia A. Hawkins
Signature

May 4, 2001
Date

ASSIGNMENT AND SECURITY AGREEMENT

THIS ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement") is made and entered into as of the 30th day of April, 2001, by and between Prime Medical Services, Inc., a Delaware corporation (the "Secured Party") and AK Associates, L.L.C., a Texas limited liability company (the "Debtor").

RECITALS:

A. In order to facilitate the acquisition by Debtor of the assets of Calumet Acquisition Corp., a Delaware corporation, and certain of its affiliated entities, pursuant to a certain Asset Purchase Agreement between Debtor and Calumet dated effective as of April 30, 2001, Debtor has requested from Secured Party, and Secured Party has agreed to provide to Debtor, certain credit accommodations.

B. Such credit accommodations are memorialized in a certain Loan Agreement dated effective April 30, 2001, between and among Debtor and Secured Party (the "Loan Agreement"), pursuant to which Secured Party agrees to make certain loans to Debtor on the terms and subject to the conditions provided therein.

C. Secured Party has requested that Debtor pledge the Collateral (as defined below) to secure certain obligations and liabilities that Debtor may now or hereafter have to Secured Party, including, without limitation, any obligations arising under loans made pursuant to the Loan Agreement.

D. Debtor desires to enter into this Agreement as a material inducement to Secured Party's extension of credit under the Loan Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which Debtor acknowledges, Debtor and Secured Party agree as follows:

ARTICLE I COLLATERAL AND SECURED OBLIGATIONS

1.1 Grant of Security Interest. Debtor hereby assigns, transfers, and pledges to Secured Party, and Debtor hereby grants to Secured Party a security interest in, the following described collateral (collectively, the "Collateral"):

(a) All ownership interests of Debtor in AK Specialty Vehicles (UK) Ltd., a United Kingdom company (the "Subsidiary") whether now existing or hereafter acquired and including, without limitation, that certain 100% ownership interest in the Subsidiary.

TRADEMARK

REEL: 002300 FRAME: 0913

(b) All accounts (whether or not earned by performance), letters of credit, contract rights, chattel paper, instruments, securities, documents, securities accounts, security entitlements, commodity contracts, commodity accounts, investment property and all other forms of obligations at any time owing to such borrower, all guaranties and other security therefor, all merchandise returned or repossessed by Debtor, and all rights of stoppage in transit and all other rights or remedies of an unpaid vendor, lienor or secured party.

(c) All goods, merchandise or other personal property, to be furnished under any contract of service or held for sale or lease (including without limitation all raw materials, work in process, finished goods and goods in transit, and including without limitation all farm products), and all materials and supplies of every kind and description used in Debtor's operations or owned by Debtor and any interests in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions or improvements to any of the foregoing, wherever located.

(d) All machinery, molds, machine tools, motors, furniture, equipment, furnishings, fixtures, trade fixtures, motor vehicles, tools, parts, dies, jigs, goods and other goods (other than Inventory) of every kind and description used in Debtor's operations or owned by Debtor and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, or improvements, to any of the foregoing, wherever located.

(e) Investment Property, as defined in Chapter 9 of the Texas UCC (as hereinafter defined).

(f) All rights and interest in and to all patents, trademarks (and the goodwill of the business symbolized thereby), names, trade names, copyrights, registrations, licenses, franchises, applications for any of the foregoing, inventions, designs, drawings, blueprints, trade secrets, goodwill, choses in action, contract rights, documents or certificates of title, causes of action, corporate or other business records, Deposit Accounts, Investment Property, customer lists, security and other deposits, rights in all litigation presently or hereafter pending for any cause or claim (whether in contract, tort or otherwise), and all judgments now or hereafter arising therefrom, all claims of such Debtor against a Secured Party, rights to purchase or sell real or personal property, rights as a licensor or licensee of any kind, royalties, telephone numbers, proprietary information, purchase orders, and all insurance policies and claims (including without limitation life insurance, key man insurance, credit insurance, liability insurance, property insurance and other insurance), tax refunds and claims, computer programs, discs, tapes and tape files, claims under guarantees security interests or other security held by or granted to such Debtor, all rights to indemnification and all other intangible property of every kind and nature (other than Accounts), including without limitation, all of such Debtor's deposit accounts, as defined in Chapter 9 of the Texas UCC, and all money and all property now or at any time in the future in a Secured Party's possession (including claims and credit balances).

(g) All security for the payment of any of the foregoing, and all goods which gave or will give rise to any of the foregoing or are evidenced, identified, or represented therein or thereby.

(h) All real estate or other real property now or hereafter acquired by Debtor.

(i) All assets or other property similar to any of the foregoing hereafter acquired by Debtor.

(j) All other assets or property of Debtor not otherwise described above, whether now owned or hereafter acquired.

(k) All proceeds of any of the foregoing (including proceeds of any insurance policies, proceeds of proceeds, and claims against third parties), all products of any of the foregoing, and all books and records related to any of the foregoing, including without limitation proceeds in the form of cash, stock, accounts, chattel paper, instruments, documents, goods, inventory and equipment..

The security interest in the Collateral hereby granted by Debtor to Secured Party may sometimes be referred to in this Agreement as the "Security Interest".

1.2 Obligations. This Agreement and the Security Interest shall secure full and punctual payment and performance of the following indebtedness, duties and obligations (collectively, the "Obligations"):

(a) All liabilities and obligations of Debtor to Secured Party or any subsidiary of Secured Party (including, without limitation, any principal, interest, fees and other amounts, and any other obligations) under and pursuant to this Agreement and/or the Loan Agreement, each promissory note issued pursuant to the Loan Agreement (collectively, the "Note"), and/or any other contract or agreement between Secured Party (or any of its subsidiaries) and Debtor or any affiliate of Debtor (collectively, including the Loan Agreement and the Note, the "Other Agreements"); and

(b) (i) all indebtedness, obligations and liabilities of Debtor and/or any affiliate of Debtor to Secured Party or any subsidiary of Secured Party of any kind or character, now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several or joint and several, arising from, connected with, or related to the Other Agreements, or any other document, agreement, or instrument executed in connection therewith, (ii) all accrued but unpaid interest on any of the indebtedness described in (i) above, (iii) all obligations of Debtor and/or any affiliate of Debtor to Secured Party or any subsidiary of Secured Party under any documents or agreements evidencing, securing, governing and/or pertaining to all or any part of the indebtedness described in (i) and (ii) above, (iv) all costs and expenses incurred by Secured Party or its subsidiaries in connection with the collection and administration of all or any part of the indebtedness and obligations described in (i), (ii) and (iii) above or the protection or preservation of, or realization upon, the collateral securing all or any part of such indebtedness and obligations, including without limitation all attorneys' fees, and (v) all renewals, extensions, modifications and rearrangements of the indebtedness and obligations described in (i), (ii), (iii) and (iv) above.

(c) All sums now or hereafter loaned or advanced by Secured Party or any subsidiary of Secured Party to Debtor or any affiliate of Debtor, or expended by Secured Party or its subsidiaries for the account of Debtor or its affiliates or otherwise owing by Debtor or its affiliates to Secured Party or its subsidiaries, in respect of the Obligations, and all other sums expended or advanced by Secured Party or its subsidiaries pursuant to any term or provision of this Agreement or any Other Agreement (i) to collect and/or enforce the Obligations or (ii) to maintain, protect and preserve the Collateral.

ARTICLE II

DEBTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO COLLATERAL

Debtor hereby represents and warrants to Secured Party as follows:

2.1 Ownership of Collateral. Debtor has good and marketable title to the Collateral free and clear of any liens, security interests, shareholders agreement, calls, charge, or encumbrance, except for this Security Interest. No financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office, except as may have been filed in favor of Secured Party relating to this Agreement.

2.2 Power & Authority. Debtor has the lawful right, power, and authority to grant the Security Interest in the Collateral. This Agreement, together with all filings and other actions necessary or desirable to perfect and protect such security interest, which have been duly taken, create a valid and perfected first priority security interest in the Collateral securing the payment and performance of the Obligations.

2.3 No Agreements. The ownership interests in the Subsidiary are not subject to any right of redemption, or any call or put options, voting trust, proxy, shareholders agreement, right of first refusal, or any other document or agreement which would in any way impair or adversely affect this Security Interest or the rights of Secured Party under this Agreement.

2.4 Securities. Any certificates evidencing securities pledged as Collateral are valid and genuine and have not been altered. All securities pledged as Collateral have been duly authorized and validly issued, are fully paid and non-assessable, and were not issued in violation of the preemptive rights of any party or of any agreement by which Debtor or the issuer thereof is bound. No restrictions or conditions exist with respect to the transfer or voting of any securities pledged as Collateral.

ARTICLE III

DEBTOR'S OTHER REPRESENTATIONS AND WARRANTIES

3.1 Solvency of Debtor. As of the date hereof, (i) Debtor is and will be solvent; (ii) the fair saleable value of Debtor's assets exceeds and will continue to exceed Debtor's liabilities (both fixed and contingent); (iii) Debtor has and will have sufficient capital to satisfy all of Debtor's obligations as they become due; (iv) no receiver, trustee, or custodian has been appointed for, or taken possession of, all or substantially all of the assets of Debtor, either in a proceeding brought by Debtor or in a proceeding brought against Debtor; (v) Debtor is not the subject of a petition for

relief under the United States Bankruptcy Code or any similar federal or state insolvency law, including without limitation a petition filed by Debtor or a petition filed by a third party seeking relief against Debtor; and (vi) Debtor has no intention of filing a petition for relief under the United States Bankruptcy Code or any similar federal or state insolvency law, or of seeking any other form of creditor relief, within the two-year period immediately following the date of this Agreement.

3.2 Authority and Compliance. Debtor has full power and authority to enter into this Agreement. Debtor has full power and authority to enter into and perform its obligations under each Other Agreement. No further consent or approval is required as a condition to the validity of this Agreement or any Other Agreement. Debtor is in compliance with all applicable laws, ordinances, statutes, orders, regulations, judgments, writs, or decrees of any governmental entity to which it is subject.

3.3 Binding Agreement. This Agreement and each Other Agreement constitute valid and legally binding obligations of Debtor, in accordance with their terms, subject to the applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting creditors' rights generally.

3.4 Litigation. There are no proceedings pending or, to the knowledge of Debtor, threatened before any court or administrative agency which will or may have a material adverse effect on the financial condition of Debtor or upon Debtor's ability to perform its obligations under this Agreement or any Other Agreement.

3.5 No Conflicting Agreements. There are no provisions of any existing agreement, mortgage, indenture or contract binding on Debtor or affecting its property, which would conflict with or in any way prevent the execution, delivery, or carrying out of the terms of this Agreement or any Other Agreement.

3.6 Ownership of Assets. Debtor has good and full title to the Collateral, and the Collateral is owned free and clear of liens, charges, claims, security interests, and other encumbrances.

3.7 Taxes. Debtor has filed all tax returns required to be filed by Debtor.

ARTICLE IV DEBTOR'S COVENANTS WITH RESPECT TO COLLATERAL

Debtor covenants and agrees that from the date hereof and until the payment and performance in full of the Obligations unless Secured Party otherwise consents in writing:

4.1 Delivery of Instruments and/or Certificates. Contemporaneously herewith, Debtor covenants and agrees to deliver to Secured Party any certificates, documents, or instruments representing or evidencing the Collateral, with Debtor's endorsement thereon and/or accompanied by property instruments of transfer and assignment duly executed in blank with, if requested by Secured Party, signatures guaranteed by a member or member organization in good standing of an

authorized Securities Transfer Agents Medallion Program, all in form and substance satisfactory to Secured Party.

4.2 Further Assurances. Debtor will contemporaneously with the execution hereof and from time to time thereafter at its expense promptly execute and deliver all further instruments and documents and take all further action necessary or appropriate or that Secured Party may request in order (i) to perfect and protect the security interest created or purported to be created hereby and the first priority of such security interest, (ii) to enable Secured Party to exercise and enforce its rights and remedies hereunder in respect of the Collateral, and (iii) to otherwise effect the purposes of this Agreement, including without limitation: (A) executing and filing any financing or continuation statements, or any amendments thereto; (B) obtaining written confirmation from the issuer of any securities pledged as Collateral of the pledge of such securities, in form and substance satisfactory to Secured Party; (C) cooperating with Secured Party in registering the pledge of any securities pledged as Collateral with the issuer of such securities; (D) delivering notice of Secured Party's security interest in any securities pledged as Collateral to any securities or financial intermediary, clearing corporation or other party required by Secured Party, in form and substance satisfactory to Secured Party; and (E) obtaining written confirmation of the pledge of any securities constituting Collateral from any securities or financial intermediary, clearing corporation or other party required by Secured Party, in form and substance satisfactory to Secured Party.

4.3 Proceeds. All proceeds of Collateral which Secured Party must possess in order to fully perfect the Security Interest with respect thereto shall be received in trust for the benefit of Secured Party. All such proceeds and all certificates or other written instruments or documents evidencing and/or representing such proceeds that is received by Debtor, together with such instruments of transfer as Secured Party may request, shall immediately be delivered to or deposited with Secured Party and held by Secured Party as Collateral under the terms of this Agreement. If such proceeds received by Debtor and delivered to Secured Party pursuant to this Section shall be shares of stock or other securities, such shares of stock or other securities shall be duly endorsed in blank or accompanied by proper instruments of transfer and assignment duly executed in blank with, if requested by Secured Party, signatures guaranteed by a member or member organization in good standing of an authorized Securities Transfer Agents Medallion Program, all in form and substance satisfactory to Secured Party. Secured Party shall be deemed to have possession of any Collateral in transit to Secured Party or its agent.

4.4 Sale, Transfer, Encumbrance. Debtor will not sell, transfer, mortgage, or otherwise encumber any Collateral or impair the value thereof in any manner without Secured Party's prior written consent, including without limitation by purchase, lease, barter, trade, payment deferral, or the creation, assumption or guarantee of indebtedness or other lending of credit. Secured Party's written consent to any sale, mortgage, transfer, or encumbrance shall not be construed to be a waiver of this provision in respect to any subsequent proposed sale, mortgage, transfer, or encumbrance.

4.5 Liens. Neither Debtor nor any person acting on Debtor's behalf has, or shall have any right, power, or authority to and shall not create, incur, or permit to be placed or imposed, upon the Collateral, any lien of any type or nature whatsoever, other than the liens in favor of Secured Party.

4.6 Matters or Occurrences Affecting Collateral or this Agreement. Debtor will promptly notify Secured Party of any and all matters or occurrences that may have a material adverse effect on the status or value of the Collateral or this Agreement, including without limitation the occurrence of an Event of Default, or an event which, with giving of notice or lapse of time, or both, would constitute an Event of Default.

4.7 Agreements Pertaining to Collateral. Debtor will not enter into any type of contract or agreement pertaining to any of the Collateral or in any way transfer any voting rights pertaining to the Collateral to any person or entity.

4.8 Dilution of Ownership. As to any securities pledged as Collateral, Debtor will not consent to or approve of the issuance of (i) any additional interests or shares of any class of securities of such issuer, (ii) any instrument convertible voluntarily by the holder thereof or automatically upon the occurrence or non-occurrence of any event or condition into, or exchangeable for, any such securities, or (iii) any warrants, options, contracts or other commitments entitling any third party to purchase or otherwise acquire any such securities.

4.9 Restrictions on Securities. Debtor will not enter into any agreement creating, or otherwise permit to exist, any restriction or condition upon the transfer, voting or control of any securities pledged as Collateral, except as consented to in writing by Secured Party. As to any securities pledged as collateral, Debtor will not consent to or approve of any stock split, reverse stock split, stock dividend, reclassification, or other similar act or transaction regarding such securities unless consented to in writing by Secured Party.

ARTICLE V DEBTOR'S AFFIRMATIVE COVENANTS

Until payment and performance of all Obligations, Debtor covenants and agrees that it shall (i) promptly advise Secured Party in writing of any litigation filed against Debtor and of any condition, event or act which comes to its attention that would or might have a material adverse effect on Debtor's financial condition or on Debtor's ability to perform the Obligations, and (ii) pay all available funds toward repayment of amounts outstanding under the Loan Agreement, regardless of whether payment of such amounts exceeds the required payments under the Loan Agreement and the Note.

ARTICLE VI NEGATIVE COVENANTS

Until payment and performance of all Obligations, Debtor covenants and agrees that Debtor will not, without the prior written consent of Secured Party:

6.1 Liens. Grant, suffer, or permit liens on, or security interests in, the Collateral.

6.2 Violate Other Covenants. Violate or fail to comply with any covenants or agreements regarding other debt which will or would with the passage of time or upon demand cause the maturity of any other debt to be accelerated.

ARTICLE VII DEFAULT AND REMEDIES

7.1 Events of Default. An Event of Default (herein so called) shall exist if any one or more of the following events shall occur:

(a) The failure of Debtor to pay any amount required to be paid under the Loan Agreement (including, without limitation, principal, interest and fees due thereunder), or any other amount which Debtor may now or hereafter owe to Secured Party under any Other Agreement or otherwise, within ten (10) calendar days after such amount is due;

(b) The failure of Debtor to pay any Obligation after such amount is due (and, if applicable under the terms of any contractual agreement creating or governing such Obligation, after the expiration of any cure period expressly required);

(c) Debtor's breach of a covenant in this Agreement or any other failure to perform its obligations under this Agreement or any Other Agreement;

(d) Any representation or warranty made by Debtor in this Agreement or any Other Agreement between Debtor and Secured Party shall be false or materially misleading, as determined in the reasonable discretion of Secured Party;

(e) Any event of default shall occur under the terms of the Loan Agreement and shall not be cured within the time expressly provided for with respect thereto in the Loan Agreement;

(f) If Debtor or any other party obligated to pay any portion of the Obligations: (i) becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due; (ii) generally is not paying its debts as such debts become due and Secured Party, in good faith, determines that such event or condition could lead to a material impairment of the Collateral, or any part thereof, or of any other payment security for any of the Obligations; (iii) has a receiver, trustee or custodian appointed for, or take possession of, all or substantially all of the assets of such party or any of the Collateral, either in a proceeding brought by such party or in a proceeding brought against such party and such appointment is not discharged or such possession is not terminated within sixty (60) days after the effective date thereof or such party consents to or acquiesces in such appointment or possession; (iv) files a petition for relief under the United States Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar laws (all of the foregoing hereinafter collectively called "Applicable Bankruptcy Law") or an involuntary petition for relief is filed against such party under any Applicable Bankruptcy Law and such involuntary petition is not dismissed within sixty (60) days after the filing thereof, or an order for relief naming such party is entered under any Applicable Bankruptcy Law, or any composition,

rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by such party; (v) fails to have discharged within a period of sixty (60) days any attachment, sequestration or similar writ levied upon, or any claim against or affecting any property of such party; or (vi) fails to pay within ninety (90) days any final money judgment against such party; or

(g) The issuer of any securities constituting Collateral files a petition for relief under any Applicable Bankruptcy Law, an involuntary petition for relief is filed against any such issuer under any Applicable Bankruptcy Law and such involuntary petition is not dismissed within thirty (30) days after the filing thereof, or an order for relief naming any such issuer is entered under any Applicable Bankruptcy Law.

7.2 Secured Party's Remedies. Upon the occurrence of an Event of Default:

(a) Secured Party may declare the Obligations in whole or part immediately due and may enforce payment and performance of the same and exercise any rights under the Texas UCC, rights and remedies of Secured Party under this Agreement, or otherwise.

(b) Secured Party may, at Secured Party's option and at the expense of Debtor, either in Secured Party's own right or in the name of Debtor and in the same manner and to the same extent that Debtor might reasonably so act if this Agreement had not been made: (i) do all things requisite, convenient, or necessary to enforce the performance and observance of all rights, remedies and privileges of Debtor arising from the Collateral, or any part thereof, including without limitation compromising, waiving, excusing, or in any manner releasing or discharging any obligation of any party to or arising from the Collateral; (ii) take possession of the books, papers, chattel paper, documents of title, and accounts of Debtor, wherever located, relating to the Collateral; (iii) sue or otherwise collect and receive money attributable to the Collateral; and (iv) exercise any other lawfully available powers or remedies, and do all other things which Secured Party deems requisite, convenient or necessary or which the Secured Party deems proper to protect the Security Interest.

(c) Secured Party may foreclose under this Agreement in the manner now or hereafter provided or permitted by law and may upon such reasonable notification prior thereto as may be required by applicable law (Debtor hereby agreeing that ten days' notice is commercially reasonable), sell, assign, transfer, or otherwise dispose of the Collateral at public or private sale, in whole or in part, and Secured Party may, in its own name or as Debtor's attorney-in-fact effectively assign and transfer the Collateral, or any part thereof, absolutely, and execute and deliver all necessary assignments, conveyances, bills of sale, and other instruments with power to substitute one or more persons or corporations with like power. Any such foreclosure sale, assignment, transfer, or other disposition shall, to the extent permitted by law, be a perpetual bar, both at law and in equity, against Debtor and all persons and corporations lawfully claiming by or through or under Debtor. Any such foreclosure sale may be adjourned from time to time. Upon any sale, Secured Party may bid for and purchase the Collateral, or any part thereof, and upon compliance with the terms of sale may hold, retain, possess and dispose of the Collateral, in its absolute right without further accountability. Secured Party shall have the right to be credited on the amount of its bid a corresponding amount of the Obligations as of the date of such sale.

(d) If, in the opinion of Secured Party, there is any question that a public sale or distribution of any Collateral will violate any state or federal securities law, Secured Party (i) may offer and sell securities privately to purchasers who will agree to take them for investment purposes and not with a view to distribution and who will agree to imposition of restrictive legends on the certificates representing the security, or (ii) may sell such securities in any type of offering which complies with, or is exempt from the registration requirements of, the Securities Act of 1933 and any applicable state securities laws, and no sale so made in good faith by Secured Party shall be deemed to be not “commercially reasonable” because so made.

(e) Not in limitation of any other provision of this Agreement, Secured Party shall have all rights and remedies of a secured party under the Texas UCC.

7.3 Application of Proceeds. Secured Party may apply the proceeds of any foreclosure sale hereunder or from any other permitted disposition of the Collateral or any part thereof as follows: (a) first, to the payment of all reasonable costs and expenses of any foreclosure and collection hereunder and all proceedings in connection therewith, including reasonable attorneys’ fees; (b) then, to the reimbursement of Secured Party for all disbursements made by Secured Party for taxes, assessments or liens superior to the Security Interest and which Secured Party shall deem expedient to pay; (c) then, to the reimbursement of Secured Party of any other disbursements made by Secured Party in accordance with the terms hereof or under any Other Agreement; (d) then, to or among the amounts of fees, interest and principal then owing and unpaid in respect of the Obligations, in such priority as Secured Party may determine in its discretion; and (e) the remainder of such proceeds, if any, shall be paid to Debtor. If such proceeds shall be insufficient to discharge the entire Obligations, Secured Party shall have any other available legal recourse against Debtor under, or for the performance of, any Other Agreement between Debtor and Secured Party, for the deficiency, together with interest thereon at the maximum rate permitted under applicable law.

7.4 Enforcement of Obligations. Nothing in this Agreement or in any other document or agreement shall affect or impair the unconditional and absolute right of Secured Party to enforce the Obligations as and when the same shall become due in accordance with the terms of any Other Agreement.

ARTICLE VIII RIGHTS OF SECURED PARTY

8.1 Subrogation. Upon the occurrence of an Event of Default, Secured Party, at its election, may subrogate to all of the interest, rights and remedies of the Debtor, in respect to any of the Collateral or agreements pertaining thereto.

8.2 Secured Party Appointed Attorney-in-Fact. Debtor hereby appoints Secured Party as attorney-in-fact of Debtor, with full authority in the place and stead of Debtor and in the name of Debtor, Secured Party or otherwise, from time to time on Secured Party’s discretion and upon the occurrence of an Event of Default, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including

without limitation: (a) to ask, demand, collect, sue for, recover, compound, 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) of this Section 8.2; (c) to file any claims or take any action or institute any proceeding which Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of Secured Party against any of the Collateral; and (d) to assign and transfer the Collateral, or any part thereof, absolutely and to execute and deliver endorsements, assignments, conveyances, bills of sale and other instruments with power to substitute one or more persons or corporation with like power.

8.3 Performance by Secured Party. If Debtor fails to perform any agreement contained herein, Secured Party may itself perform, or cause the performance of, such agreement, and the reasonable expenses of Secured Party incurred in connection therewith shall be payable by Debtor under Section 8.8. In no event, however, shall Secured Party have any obligation or duties whatsoever to perform any covenant or agreement of Debtor contained herein, and any such performance by Secured Party shall be wholly discretionary with Secured Party.

8.4 Duties of Secured Party. The powers conferred upon Secured Party hereunder are solely to protect its interest 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 money actually received by it hereunder, Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Without limiting the generality of the foregoing, Secured Party shall not have any obligation, duty or responsibility to do any of the following: (a) ascertain any maturities, calls, conversions, exchanges, offers, tenders or similar matters relating to the Collateral or informing Debtor with respect to any such matters; (b) fix, preserve or exercise any right, privilege or option (whether conversion, redemption or otherwise) with respect to the Collateral; (c) collect any amounts payable in respect of the Collateral; (d) sell all or any portion of the Collateral, for any reason; or (e) hold the Collateral for or on behalf of any party other than Debtor.

8.5 No Liability of Secured Party. Neither the acceptance of this Agreement by Secured Party, nor the exercise of any rights hereunder by Secured Party, shall be construed in any way as an assumption by Secured Party of any obligations, responsibilities, or duties of Debtor arising in connection with the Collateral assigned hereunder or otherwise bind Secured Party to the performance of any obligations respecting the Collateral, it being expressly understood that Secured Party shall not be obligated to perform, observe, or discharge any obligation, responsibility, duty, or liability of Debtor in respect of any of the Collateral, including without limitation appearing in or defending any action, expending any money or incurring any expense in connection therewith. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DEBTOR SHALL AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS SECURED PARTY AND ITS SUBSIDIARIES, AND EACH OF THEIR OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, EMPLOYEES, LENDERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, FINES, PENALTIES, CAUSES OF ACTIONS, SUITS, JUDGMENTS AND EXPENSES (INCLUDING COURT COSTS, ATTORNEY'S FEES AND COST OF INVESTIGATION) OF ANY NATURE, KIND OR DESCRIPTION OF**

ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY, ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART), ANY ACT OR OMISSION OF SECURED PARTY, OR ANYONE ACTING ON BEHALF OF SECURED PARTY, IN CONNECTION WITH THE COLLATERAL. THE FOREGOING INDEMNITY SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

8.6 Right of Secured Party to Defend Action Affecting Security. Secured Party may, at the expense of Debtor, appear in and defend any action or proceeding at law or in equity purporting to affect Secured Party's Security Interest under this Agreement.

8.7 Right of Secured Party to Prevent or Remedy Default. If Debtor shall fail to perform any of the covenants, conditions and agreements required to be performed and observed by Debtor under any Other Agreement, or in respect of the Collateral (subject to any applicable default cure period), Secured Party (a) may but shall not be obligated to take any action Secured Party deems necessary or desirable to prevent or remedy any such default by Debtor or otherwise to protect the Security Interest, and (b) shall have the absolute and immediate right to take possession of the Collateral or any part thereof (to the extent Secured Party has not previously taken possession) to such extent and as often as the Secured Party, in its sole discretion, deems necessary or desirable in order to prevent or to cure any such default by Debtor, or otherwise to protect the security of this Agreement. Secured Party may advance or expend such sums of money for the account of Debtor as Secured Party in its sole discretion deems necessary for any such purpose.

8.8 Secured Party's Expenses. All reasonable advances, costs, expenses, charges and attorneys' fees which Secured Party may make, pay or incur under any provision of this Agreement for the protection of its security or for the enforcement of any of its rights hereunder, including, without limitation, in foreclosure proceedings commenced and subsequently abandoned or in any dispute or litigation in which Secured Party or the holder of any of the Obligations may become involved by reason of or arising out of any Other Agreement or the Collateral, shall be a part of the Obligations and shall be paid by Debtor to Secured Party, upon demand, and shall bear interest until paid at the maximum rate of interest permitted by applicable law, from the date incurred by Secured Party until repaid by Debtor.

8.9 Convertible Collateral. Secured Party may present for conversion any Collateral which is convertible into any other instrument or investment security or a combination thereof with cash, but Secured Party shall not have any duty to present for conversion any Collateral unless it shall have received from Debtor detailed written instructions to that effect at a time reasonably far in advance of the final conversion date to make such conversion possible.

8.10 Secured Party's Right of Set-Off. Upon the happening of any event entitling Secured Party to pursue any remedy provided herein, or if Secured Party shall be served with garnishment process in which Debtor shall be named as defendant, whether or not Debtor shall be in default hereunder at the time, Secured Party may, but shall not be required to, set-off any indebtedness owing by Secured Party to Debtor against any of the Obligations without first

resorting to the security hereunder and without prejudice to any other rights or remedies of Secured Party or its Security Interest.

8.11 Remedies. No right or remedy herein reserved to Secured Party is intended to be exclusive of any other right or remedy, but each and every such remedy shall be cumulative, not in lieu of, but in addition to any other rights or remedies given under this Agreement and all other security documents. Any and all of Secured Party's rights and remedies may be exercised from time to time and as often as such exercise as deemed necessary or desirable by Secured Party.

8.12 Debtor's Waivers. Debtor waives notice of the creation, advance, increase, existence, extension, or renewal of, and of any indulgence with respect to, the Obligations; waives notice of intent to accelerate, notice of acceleration, notice of intent to demand, presentment, demand, notice of dishonor, and protest; waives notice of the amount of the Obligations outstanding at any time, notice of any change in financial condition of any person liable for the Obligations or any part thereof, notice of any Event of Default, and all other notices respecting the Obligations; and agrees that maturity of the Obligations and any part thereof may be accelerated, extended, or renewed one or more times by Secured Party in its discretion, without notice to Debtor.

8.13 Other Parties and Other Collateral. No renewal or extension of or any other indulgence with respect to the Obligations or any part thereof, no release of any security, no release of any person (including any maker, endorser, guarantor, or surety) liable on the Obligations, no delay in enforcement of payment, and no delay or admission or lack of diligence or care in exercising any right or power with respect to the Obligations or any security therefor or guaranty thereof or under this Agreement shall in other manner impair or affect the rights of Secured Party under the law, under this Agreement, or under any other document or agreement pertaining to the other security for the Obligations, before foreclosing upon the Collateral for the purpose of paying the Obligations. Debtor waives any right to the benefit of or to require or control application of any other security or proceeds thereof, and Debtor agrees that Secured Party shall have no duty or obligation to Debtor to apply to the Obligations any such other security or proceeds thereof.

ARTICLE IX MISCELLANEOUS

9.1 Terms Commercially Reasonable. The terms of this Agreement shall be deemed commercially reasonable within the meaning of the Texas UCC.

9.2 Notices. Any notices or demands required or permitted to be given hereunder shall be deemed sufficiently given if in writing and personally delivered or mailed (with all postage and charges prepaid), addressed to Secured Party or to Debtor their respective addresses set forth below, or at such other address as the above parties may from time to time designate by written notice to the other given in accordance with this Section 9.2. Any such notice, if personally delivered or transmitted by telex or telegram, shall be deemed to have been given on the date so delivered or transmitted or, if mailed, be deemed to have been given on the day after such notice is placed in the United States mail in accordance with this Section 9.2.

Secured Party: 1301 Capital of Texas Hwy., Suite C-300
Austin, Travis County, Texas 78746
Attn: President

with copy to: Timothy L. LaFrey, Esq.
Akin, Gump, Strauss, Hauer & Feld, L.L.P.
1900 Frost Bank Plaza
816 Congress Avenue
Austin, Texas 78701

Debtor: AK Associates, L.L.C.

1301 Capital of Texas Hwy., Suite C-300
Austin, Travis County, Texas 78746
Attn: President

9.3 Parties Bound. Secured Party's rights under this Agreement and the Security Interest shall inure to the benefits of its successors and assigns, and in the event of any assignment or transfer of any of the Obligations or the Collateral, Secured Party thereafter shall be fully discharged from any responsibility with respect to the Collateral so assigned or transferred, but Secured Party shall retain all rights and powers hereby given with respect to any of the Obligations or Collateral not so assigned or transferred. All representations, warranties, and agreements of Debtor if more than one are joint and several, and all shall be binding upon the personal representatives, heirs, successors, and assigns of Debtor.

9.4 Waiver. No delay of Secured Party in exercising any power or right shall operate as a waiver thereof; nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any other power or right. No waiver by Secured Party of any right hereunder of any default by Debtor shall be binding upon Secured Party unless in writing, and no failure by Secured Party to exercise any power or right hereunder or waiver of any default by Debtor shall operate as a waiver of any other or further exercise of such right or power of any further default.

9.5 Agreement Continuing. This Agreement shall constitute a continuing agreement, applying to all future as well as existing transactions, whether or not of the character contemplated at the date of this Agreement, and if all transactions between Secured Party and Debtor shall be closed at any time, shall be equally applicable to any new transactions thereafter. Provisions of this Agreement, unless by their terms exclusive, shall be in addition to those contained in any Other Agreement.

9.6 Definitions. Unless the context indicated otherwise, definitions in the Texas Business and Commerce Code ("Texas UCC") apply to words and phrases in this Agreement; if Texas UCC definitions conflict, Chapter 9 definitions apply.

9.7 Miscellaneous. In this Agreement, whenever the context so requires, the neuter gender includes the masculine and feminine, and the singular number includes the plural and vice versa. The headings of paragraphs herein are inserted only for convenience and shall in no way

define, describe or limit the scope of intent of any provisions of this Agreement. No change, amendment, modification, cancellation, or discharge of any provision of this Agreement shall be valid unless consented to in writing by Secured Party.

9.8 Assignment of Secured Party's Interest. Secured Party shall have the right to assign all or any portion of its rights in this Agreement without approval or consent. Debtor acknowledges that Lender intends to make a collateral assignment of its rights under this Agreement for the benefit of one or more of its lenders. Debtor may not assign this Agreement or any of its rights or obligations hereunder without the express prior written consent of Secured Party in each instance.

9.9 Applicable Laws. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

9.10 ENTIRE AGREEMENT. THIS AGREEMENT, THE LOAN AGREEMENT AND THE NOTE REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[Signature page follows]

**SIGNATURE PAGE TO
ASSIGNMENT AND
SECURITY AGREEMENT**

EXECUTED this 30th day of April, 2001.

DEBTOR:

AK Associates, L.L.C.

By: Robert W. Bachman

Printed Name: Robert W. Bachman

Title: President

SECURED PARTY:

Prime Medical Services, Inc.

By: _____

Printed Name: _____

Title: _____

**SIGNATURE PAGE TO
ASSIGNMENT AND
SECURITY AGREEMENT**

EXECUTED this 30th day of April, 2001.

DEBTOR:

AK Associates, L.L.C.

By: _____

Printed Name: _____

Title: _____

SECURED PARTY:

Prime Medical Services, Inc.

By:  _____

Printed Name: Brent A. Hammer

Title: President

**Intangible Rights
Schedule 4.5**

United States Trademark Applications/Registrations

- “CALUMET and Design”, Serial No. 75/882,204, published February 27, 2001, in the Official Gazette; filed December 28, 1999, by Calumet Coach Company for trucks, namely, medical equipment equipped trucks, media broadcasting and communication equipped trucks, and exhibit and entertainment equipped trucks; trailers and relocatable mobile units adapted for field production of medical diagnostics using scanning equipment, X-ray, nuclear medicine, and mobile field hospitals; media broadcasting and communication namely, field production trailers, camera and production, network broadcasting, dental units, medical units, mammography units, and satellite communication; exhibit and entertainment trailer units, namely, dual slide-out product exhibit trailers, motion-based simulation theaters, full-motion theaters, and rolling showrooms, in International Class 12.
- “CALUMET COACH COMPANY”, Serial No. 75/882,205, published February 27, 2001, in the Official Gazette; filed December 28, 1999, by Calumet Coach Company for trucks, namely, medical equipment equipped trucks, media broadcasting and communication equipped trucks, and exhibit and entertainment equipped trucks; trailers and relocatable mobile units adapted for field production of medical diagnostics using scanning equipment, X-ray, nuclear medicine, and mobile field hospitals; media broadcasting and communication namely, field production trailers, camera and production, network broadcasting, dental units, medical units, mammography units, and satellite communication; exhibit and entertainment trailer units, namely, dual slide-out product exhibit trailers, motion-based simulation theaters, full-motion theaters, and rolling showrooms, in International Class 12.
- “SMARTRAILER and Design”, Serial No. 76/163,244, pending intent-to-use application, filed November 10, 2000, by Calumet Coach Company for mobile, transportable and relocatable units, all with telecommunications and internet connectivity and capability, including trailers, namely, field production trailers; trucks, namely, EFP trucks, SNV trucks, ENG trucks, combination trucks; exhibit and entertainment units, namely, dual slide-out exhibit trailers, motion-based simulation theaters, full-motion theaters; rolling showrooms; and medical units, in International Class 12.
- “C and Design”, Registration No. 1,151,632 issued April 21, 1981 to Calumet Coach Company, assigned to IBJ Schroder Bank & Trust

Company, for trucks, trailers and relocatable mobile units adapted for medical, dental and testing laboratory use and for restaurant and sales use in International Class 12; **Renewal Application due April 21, 2001.**

United Kingdom Trademark Registrations

- “CALUMET COACH COMPANY”, Registration No. 2236403, issued February 2, 2001, to Calumet Coach Company for mobile, transportable and relocatable units, including trailers, namely field production trailers; trucks, namely electronic field production (EFP) trucks, satellite news vehicle (SNV) trucks and electronic news gathering (ENG) trucks and combination trucks; exhibit and entertainment vehicles and dual slide-out exhibit trailers, motion-based simulation theaters, fullmotion theaters and rolling showrooms; and medical vehicles and trailers, in International Class 12.
- “CALUMET and Design”, Registration No. 2236396, issued February 2, 2001, to Calumet Coach Company, for mobile, transportable and relocatable units, including trailers, namely field production trailers; trucks, namely electronic field production (EFP) trucks, satellite news vehicle (SNV) trucks and electronic news gathering (ENG) trucks and combination trucks; exhibit and entertainment vehicles and dual slide-out exhibit trailers, motion-based simulation theaters, fullmotion theaters and rolling showrooms; and medical vehicles and trailers, in International Class 12.

See attachments.

(including Schedule 5.22 Intellectual Property copied from the Amended and Restated Credit Agreement and Guaranty dated as of October 21, 1997)

Schedule 5.22

Intellectual Property

Calumet Acquisition MT Corp.:

Seller's trademark for Mobil Tech, Inc.'s name and logo is registered with the Florida Department of State, Division of Corporations, Registration No. T96000001056. This trademark registration expires in 2005. This trademark will be transferred to MT pursuant to the Asset Purchase Agreement.

Calumet Coach Company:

Trademark Registrations

C. AND DESIGN

Reg. No. 1,151,632
April 21, 1981

Copyright Registrations

<u>Title</u>	<u>Registration No.</u>
Mobile Facilities Built for Your Special Service	A 143,154
Mobile Food Service and Technical Service Units	A 55,396
Mobile Medical Vehicles	A 280,381
Mobility A to Z	A 597,631
Mobile Medical Vehicles	A 600,758
Calumet Coach Company Specialized Mobile Units (catalog)	TX490-010

BILL OF SALE

This BILL OF SALE dated as of April 30, 2001 is executed and delivered by Calumet Acquisition Corp., a Delaware corporation, Calumet Coach Company, an Illinois corporation, Calumet Coach Company Ltd, an English corporation ("CCC"), Mobil Tech, Inc., a Delaware corporation, and BAF Communications Corp., a District of Columbia corporation (collectively, "Seller"), to AK Associates, LLC a Texas limited liability company ("Purchaser") and AK Specialty Vehicles (UK) Limited, a UK limited company ("AKUK").

WITNESSETH:

WHEREAS, under a certain Asset Sale and Purchase Agreement, dated as of April 30, 2001, by and among Seller and Purchaser (the "Agreement"), Seller has agreed, among other things, to sell, assign, transfer, convey and deliver to Purchaser all of Seller's assets, rights and properties used or usable in the "Business" (as defined in the Agreement), and Purchaser has agreed to assume certain liabilities of Seller; and

WHEREAS, pursuant to Section 2.1 of the Agreement, Purchaser is to purchase certain of Seller's business, assets and properties as described herein; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, in consideration of these premises, the Liabilities Undertaking of even date herewith executed and delivered by Purchaser in favor of Seller (the "Liabilities Undertaking") and other good and valuable consideration, the receipt of which by Seller is hereby acknowledged, Seller hereby agrees as follows:

Seller does hereby sell, assign, transfer and convey unto Purchaser, its successors and assigns, to have and to hold forever, all of the Purchased Assets and all rights of every kind or character with respect thereto, whether now existing or hereafter arising, to the extent that the same are required to be sold, assigned and transferred under the Agreement, but excluding the Purchased Assets belonging to CCC which Seller does hereby sell, assign, transfer and convey unto AKUK, its successors and assigns, to have and to hold forever.

Seller has, contemporaneously herewith, executed and delivered to Purchaser a deed in the form and as provided in the Agreement to effect the transfer and conveyance of the Owned Real Property.

Seller hereby covenants and agrees that it will, at the request of Purchaser, execute and deliver such other instruments of conveyance and transfer and take such other action as Purchaser reasonably may require more effectively to convey and transfer to, and vest in, Purchaser, its successors and assigns, or for the better granting, assigning, transferring, conveying, assuring and confirming to Purchaser, its successors and assigns, or to put Purchaser, its successors and assigns, in possession of, any or all of the Purchased Assets hereby sold, assigned, transferred and conveyed, or intended so to be.

TRADEMARK

REEL: 002300 FRAME: 0933

Seller does hereby irrevocably constitute and appoint Purchaser, its successors and assigns, its true and lawful attorney, with full power of substitution, in its name, or otherwise, and on behalf of Seller, or for its own use, to claim, demand, collect and receive at any time and from time to time any and all assets, properties, claims, accounts and other rights, tangible or intangible, hereby sold, assigned, transferred and conveyed, or intended so to be, and to prosecute the same at law or in equity and, upon discharge thereof, to complete, execute and deliver any and all necessary instruments of satisfaction and release.

This sale, assignment, transfer and conveyance is expressly made subject to those liabilities, obligations and commitments which Purchaser has expressly assumed and agreed to pay, perform and discharge pursuant to the Agreement and the Liabilities Undertaking and those liens and encumbrances which are expressly permitted by the terms of the Agreement.

By its acceptance of this Bill of Sale, Purchaser acknowledges and agrees that neither the representations and warranties of Seller under the Agreement nor the rights and remedies of Purchaser therein provided shall be deemed to be enlarged, modified or altered hereby in any way, nor shall Purchaser have any recourse against Seller as a result of the execution and delivery of this Bill of Sale except as provided in the Agreement.

MOBIL TECH, INC.

By: Keith F. Moore
Name: KEITH F. MOORE
Title: PRESIDENT & CEO

BAF COMMUNICATIONS CORP.

By: Keith F. Moore
Name: KEITH F. MOORE
Title: PRESIDENT & CEO

Accepted by:

AK ASSOCIATES, LLC

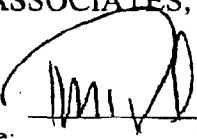
By: _____
Name: _____
Title: _____

AK SPECIALTY VEHICLES (UK) LIMITED

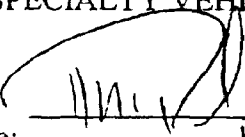
By: _____
Name: _____
Title: _____

Accepted by:

AK ASSOCIATES, LLC

By: 
Name: BRAD A. HUMMER
Title: _____

AK SPECIALTY VEHICLES (UK) LIMITED

By: 
Name: BRAD A. HUMMER
Title: _____

**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

This Termination and Release of Trademark Security Agreement is made as of the 30th day of April, 2001 by IBJ Whitehall Bank & Trust Company, formerly known as IBJ Schroder Bank & Trust Company, a New York corporation (hereinafter referred to as "IBJ") and Calumet Coach Company, a Illinois corporation (hereinafter referred to as "CALUMET").

IBJ does hereby release and terminate the Security Interest granted by CALUMET to IBJ in the trademark applications and registrations described in the attached Schedule A pursuant to the Trademark Security Interest Agreement dated March 31, 1997 and recorded in the United States Patent and Trademark Office at Reel/Frame 1639/0180.

IBJ WHITEHALL BANK & TRUST COMPANY

By: Harvey E. Siegel
Name: HARVEY E. SIEGEL
Title: SENIOR VICE PRESIDENT

CALUMET COACH COMPANY

By: _____
Name:
Title:

**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

This Termination and Release of Trademark Security Agreement is made as of the 30th day of April, 2001 by IBJ Schroder Bank & Trust Company, a New York corporation (hereinafter referred to as "IBJS") and Calumet Coach Company, a Illinois corporation (hereinafter referred to as "CALUMET").

IBJS does hereby release and terminate the Security Interest granted by CALUMET to IBJS in the trademark applications and registrations described in the attached Schedule A pursuant to the Trademark Security Interest Agreement dated March 31, 1997 and recorded in the United States Patent and Trademark Office at Reel/Frame 1639/0180.

IBJ SCHRODER BANK & TRUST COMPANY

By: _____
Name:
Title:

CALUMET COACH COMPANY

By: Keith F. Moore
Name: KEITH F. MOORE
Title: PRESIDENT

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, and having been duly sworn by me, upon his oath states that he is _____ of **IBJ Schroder Bank & Trust Company**, that he has read and understands the foregoing instrument, that he is authorized to execute said instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME, this _____ day of _____, 2001.

Printed Name of Notary Public

Signature of Notary Public

My Commission expires: _____.

STATE OF Illinois
COUNTY OF Cook

BEFORE ME, the undersigned authority, on this day personally appeared Keith F. Moore, and having been duly sworn by me, upon his oath states that he is President of **Calumet Coach Company** that he has read and understands the foregoing instrument, that he is authorized to execute said instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME, this 1st day of May, 2001.

Reena L. Pietraszak
Printed Name of Notary Public
Reena L. Pietraszak
Signature of Notary Public
OFFICIAL SEAL
REENA L. PIETRASZAK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/09/04

My Commission expires the 8/09/04.

STATE OF New York
COUNTY OF New York

BEFORE ME, the undersigned authority, on this day personally appeared Harvey E. Seegel, and having been duly sworn by me, upon his oath states that he is Gen. Vice President of **IBJ Whitehall Bank & Trust Company**, that he has read and understands the foregoing instrument, that he is authorized to execute said instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME, this 1st day of May, 2001.

LYNN RAHNAMA
Printed Name of Notary Public

Lynn Rahnama
Signature of Notary Public

My Commission expires: 7/31/01.

LYNN RAHNAMA
Notary Public, State of New York
No. 41-4806438
Qualified in Queens County
Commission Expires July 31, 2002

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, and having been duly sworn by me, upon his oath states that he is _____ of **Calumet Coach Company** that he has read and understands the foregoing instrument, that he is authorized to execute said instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME, this _____ day of _____, 2001.

Printed Name of Notary Public

Signature of Notary Public

My Commission expires the _____.

SCHEDULE A

Trademarks

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Mobil Tech, Inc.	9/17/96	T96000001056
C & Design	4/21/81	1,151,632