

07-09-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): Superior Manufacturing Group, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State IL Other

2. Name and address of receiving party(ies) Name: American National Bank and Trust Internal Company of Chicago Address: Street Address: 120 South LaSalle Street City: Chicago State: IL Zip: 60603

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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other

Execution Date: June 11, 2001

Individual(s) citizenship Association National Banking Association General Partnership Limited Partnership Corporation-State Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s): A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,051,941; 1,215,967; 1,733,265; 1,760,015; 1,793,749; 1,944,709

Additional number(s) attached Yes No

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

Name: Gary P. Segal Internal Address: Schwartz, Cooper, Greenberger & Krauss

Street Address: 180 North LaSalle Street Suite 2700 City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41): \$415.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number: (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.

Gary P. Segal Name of Person Signing

Signature

June 19, 2001 Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

CONTINUATION OF NO. 4
ADDITIONAL TRADEMARK REGISTRATIONS

2,024,304
2,026,513
2,026,514
2,036,560
2,038,232
2,199,058
2,246,694
2,279,831
2,308,216
2,339,325

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of the 11th day of June, 2001 by and between Superior Manufacturing Group, Inc., an Illinois corporation ("Borrower"), and American National Bank and Trust Company of Chicago, a national banking association ("Bank").

W I T N E S S E T H:

WHEREAS, the Borrower has entered into that certain Third Amended and Restated Loan Agreement dated as of June 11, 2001 (as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Loan Agreement"), with the Bank, pursuant to which the Bank has agreed to make loans to, and issue letters of credit for the account of, the Borrower;

WHEREAS, the Loan Agreement grants to Bank a continuing security interest in substantially all of the Borrower's assets, including, without limitation, its intellectual property, but it is a condition precedent for the Bank to make any additional loans or issue any letters of credit pursuant to the Loan Agreement that the Borrower execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. **Definitions.** The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

2. **Assignment for Security.** To secure the complete and timely payment and satisfaction of the Secured Obligations, Borrower hereby grants to Bank a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on **Schedule A** attached hereto and made a part hereof and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(b) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on **Schedule B** attached hereto and made a part hereof and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(c) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on **Schedule C** attached hereto and made a part hereof and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(d) all rights corresponding to any of the foregoing throughout the world and the goodwill of Borrower's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to Bank under this Agreement, Borrower hereby assigns, transfers and conveys to Bank all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above to the extent necessary to enable Bank and any successor or assign, effective upon the occurrence of any Event of Default, to realize on such property and to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Bank and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to Borrower or any other Person by Bank (except that if Bank shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Secured Obligations), and the Bank shall have the right to use, without charge, the Borrower's Patents, Copyrights and Trademarks, or any property of a similar nature, in completing production of, advertising for sale and selling any Collateral and Borrower's rights under all licenses and all franchise agreements shall inure to the Bank's benefit until the Secured Obligations are paid.

3. Reports of Applications. The Patents, Copyrights and Trademarks constitute all of the federally registered patents, copyrights and trademarks, and applications therefor now

owned by Borrower. Borrower shall provide Bank on a quarterly basis with a list of all new federally registered patents, copyrights and trademarks and federal applications for letters patent, copyright registrations and trademark registrations, if any, which new patents, copyrights trademarks and applications shall be subject to the terms and conditions of the Loan Agreement and this Agreement.

4. **Captions.** Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

5. **Governing Law; Rights Cumulative.** This Agreement shall be a contract made under and governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such State. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Bank under either the Loan Agreement or applicable law, but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of the Bank with respect to the Patents, Copyrights and Trademarks and rights under Section 2(d) above, whether established hereby, by the Loan Agreement or by any other agreements, or by applicable law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, BANK SHALL NOT HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT, AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT BORROWER SHALL HAVE ALL OF SUCH RIGHTS.

6. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

7. **Successors and Assigns.** This Agreement shall be binding upon the Borrower and Bank and their respective successors and assigns, and shall inure to the benefit of the Borrower and Bank and the successors and assigns of the Bank.

8. **Severability.** Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, this Agreement shall be construed as not containing such provision and the invalidity of such provision shall not affect the validity of any other provisions hereof, and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

9. **Forum Selection and Consent to Jurisdiction.**

(a) EXCEPT AS PROVIDED BELOW, THE BORROWER AND THE BANK AGREE THAT ALL DISPUTES BETWEEN THEM ARISING OUT OF,

CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, THE BOND DOCUMENTS AND THE CREDIT FACILITY AGREEMENTS, WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, MAY, IN BANK'S SOLE AND EXCLUSIVE DISCRETION BE RESOLVED BY STATE OR FEDERAL COURTS LOCATED IN COOK COUNTY, ILLINOIS, BUT EACH OF THE BORROWER AND THE BANK ACKNOWLEDGES THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF COOK COUNTY, ILLINOIS. THE BORROWER WAIVES IN ALL DISPUTES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT CONSIDERING THE DISPUTE.

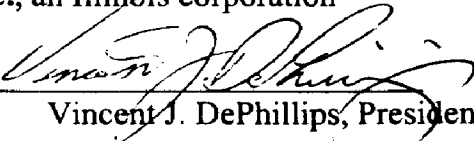
(b) OTHER JURISDICTIONS. THE BORROWER AGREES THAT THE BANK SHALL HAVE THE RIGHT TO PROCEED AGAINST THE BORROWER OR ITS PROPERTY IN A COURT IN ANY LOCATION TO ENABLE THE BANK TO REALIZE ON SUCH PROPERTY, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF THE BANK. THE BORROWER AGREES THAT IT SHALL NOT ASSERT ANY PERMISSIVE COUNTERCLAIMS IN ANY PROCEEDING BROUGHT IN ACCORDANCE WITH THIS PROVISION BY THE BANK TO REALIZE ON SUCH PROPERTY, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE BANK. THE BORROWER WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH THE BANK HAS COMMENCED A PROCEEDING DESCRIBED IN THIS SUBSECTION.

10. WAIVER OF JURY TRIAL. THE BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY THERETO. THE BORROWER HEREBY EXPRESSLY ACKNOWLEDGES THIS WAIVER IS A MATERIAL INDUCEMENT FOR BANK TO ACCEPT THE LOAN AGREEMENT AND TO MAKE THE LOANS AND ISSUE THE LETTERS OF CREDIT EVIDENCED HEREBY OR BY ANY OTHER CREDIT FACILITY AGREEMENT AND BY THE BOND DOCUMENTS.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Intellectual Property Security Agreement as of the date first above written.

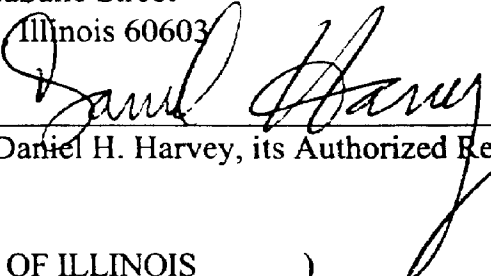
SUPERIOR MANUFACTURING GROUP, INC., an Illinois corporation

By: 
Vincent J. DePhillips, President

Address: 7171 West 65th Street
Chicago, Illinois 60638-4695

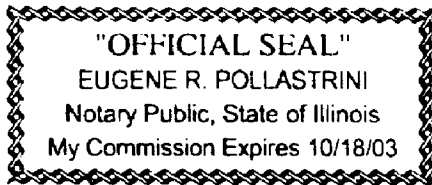
Accepted and Agreed to:

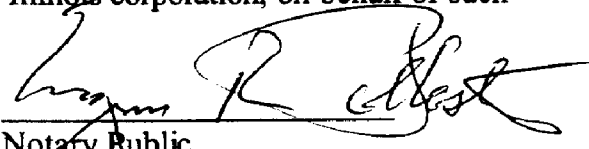
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
120 S. LaSalle Street
Chicago Illinois 60603

By: 
Daniel H. Harvey, its Authorized Representative

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

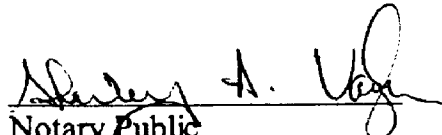
The foregoing Intellectual Property Security Agreement Assignment was executed and acknowledged before me this 11 day of June, 2001 by Vincent J. DePhillips, personally known to me to be the President of Superior Manufacturing Group, Inc., an Illinois corporation, on behalf of such corporation.




Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Intellectual Property Security Agreement Assignment was executed and acknowledged before me this 11th day of June, 2001 by Daniel H. Harvey, personally known to me to be an Authorized Representative of American National Bank and Trust Company of Chicago, a national banking association, on behalf of such bank.


Notary Public



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SCHEDULE A

PATENTS

U.S. Patent No.

Date Issued

Related Foreign Patents

PATENT APPLICATIONS

U.S. Patent Application No.

Date Applied

SCHEDULE B

COPYRIGHT REGISTRATIONS

Registration No. _____

Date _____

none

COPYRIGHT APPLICATIONS

Copyright Description Copyright Application No. Date Applied

none

SCHEDULE C**TRADEMARK REGISTRATIONS**

MARK	REGISTRATION NO.	DATE
VERSA-RUNNER	1,051,941	November 2, 1976
NIRU	1,215,967	November 9, 1982
AIRUG	1,733,265	November 17, 1992
GRIP STEP	1,760,015	March 23, 1993
NOTRAX	1,793,749	September 21, 1993
SAFETY STANCE	1,944,709	December 26, 1995
CUSHION TRAX	2,024,304	December 17, 1996
SHAD-O-RUG II	2,026,513	December 31, 1996
SHAD-O-RUG	2,026,514	December 31, 1996
CROSS RIB RUNNER	2,036,560	February 11, 1997
CROSS RIB RUNNER II	2,038,232	February 18, 1997
TIGERTRAX	2,199,058	October 20, 1998
PEBBLE TRAX	2,246,694	May 18, 1999
RAIL TRAX	2,279,831	September 21, 1999
DECALON	2,308,216	January 18, 2000
ESTES	2,339,325	April 4, 2000

D:\44585120059\Schedule C to IP Security Agreement.wpd