

6-28-01

R

07-11-2001

TO: The Commissioner of Patents and Tr



Final document(s) or copy(ies).

Submission Type

New

101772880

License

Resubmission (Non-Recordation)
Document ID#

Security Agreement

Nunc Pro Tunc Assignment

Correction of PTO Error
Reel # Frame #

Merger

Effective Date
Month Day Year

04/17/2001

Corrective Document
Reel # Frame #

Change of Name

Other Amend and Restated Trademark Security Agreement

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name AM General Corporation

Execution Date
Month Day Year
01/24/2001

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of conveying parties attached

Name Congress Financial Corporation

DBA/AKA/TA

Composed of

Address (line 1) 1133 Avenue of the Americas

Address (line 2)

Address (line 3) New York New York 10036

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware

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 is attached. (Designation must be a separate document from Assignment)

FOR OFFICE USE ONLY

07/11/2001 131611 00000028 2215098

01 FC:481
02 FC:482

40.00 EP
225.00 EP

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 nation 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: 002326 FRAME: 0659

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

212-661-9100

Name

Otterbourg, Steindler, Houston & Rosen, PC

Address (line 1)

Att: Susan Joyce, Esq.

Address (line 2)

230 Park Avenue

Address (line 3)

New York, NY 10169

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

38

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)

See Exhibit A Annexed Hereto

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

See Exhibit A Annexed Hereto

<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.

10

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

\$265.00

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.

Todd Weil

6/27/01

Name of Person Signing

Signature

Date

EXHIBIT A

TRADEMARK NAME	REGISTRATION/ APPLICATION NO.	REGISTRATION/ APPLICATION DATE
Humvee	2215098	12/29/98
Humvee	75/846064	11/09/99
Humvee	75/894416	01/12/00
Humvee	75/894417	01/12/00
Humvee	2305256	01/04/00
Humvee	75/638895	02/10/99
Humvee	1697530	06/30/92
Torqtrac4	2435660	03/13/01
TTS/ABS	75/545582	08/31/98
V. Nelson Industries, Inc.	75/371277	

R 07-11-2001

TO: The Commissioner of Patents and Trademarks
Submission Type



Final document(s) or copy(ies).

New **62801** Assignment **101772881** Security Agreement

Resubmission (Non-Recordation) Document ID# License Change of Name

Correction of PTO Error Merger Other Amended and Restated Patent

Reel # Frame # Collateral Assignment and Security Agreement

Corrective Document Reel # Frame # **U.S. Government**
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

JUN 28

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) AM General Corporation Execution Date Month Day Year 01/24/01

Name (line 2)

Second Party

Name (line 1) Execution Date Month Day Year

Name (line 2)

Receiving Party

Mark if additional names of conveying parties attached

Name (line 1) Congress Financial Corporation 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 is attached. (Designation must be a separate document from Assignment)

Name (line 2)

Address (line 1) 1133 avenue of the Americas

Address (line 2)

Address (line 3) New York New York 10036

City State/Country Zip Code

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)

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 nation 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: 002326 FRAME: 0662

AMENDED AND RESTATED
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

AGREEMENT made this 24TH day of January, 2001 by and between AM GENERAL CORPORATION, a Delaware corporation, ("Debtor"), with its chief executive office at 105 North Niles Avenue, South Bend, Indiana 46634 and CONGRESS FINANCIAL CORPORATION, a Delaware corporation ("Secured Party"), having an office at 1133 Avenue of the Americas, New York, New York 10036.

W I T N E S S E T H

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A annexed hereto and made a part hereof; and

WHEREAS, Secured Party and Debtor are contemporaneously herewith entering into financing arrangements pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Debtor as set forth in the Amended and Restated Loan and Security Agreement, dated of even date herewith, by and between Secured Party and Debtor (the "Loan Agreement"), together with various other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party to enter into the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

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

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and hereby assigns and transfers to Secured Party:

(a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: all of Debtor's trademarks, trade names, trade styles and service marks; all prints and labels on which said trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including those trademarks, terms, designs and applications described in Exhibit A hereto (the "Trademarks");

(b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and

(c) any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtor; against third parties for infringement of the Trademarks or any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of all now existing and hereafter arising obligations, liabilities and indebtedness of Debtor to Secured Party of every kind and description, however evidenced, whether direct or indirect, absolute or contingent, joint or several, secured or unsecured, due or not due, primary or secondary, liquidated or unliquidated, whether arising before, during or after the initial or any renewal term hereof, or after the commencement of any case with respect to Debtor under the Bankruptcy Code or any similar statute, whether arising under this Agreement, the other Financing Agreements or by operation of law and whether incurred by Debtor as principal, surety, endorser, guarantor or otherwise (all hereinafter referred to as "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party that (all of such covenants, representations and warranties being continuing so long as any of the Obligations are outstanding):

(a) Debtor will pay and perform all of the obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full, and clear title thereto, and the right and power to grant the security interests granted hereunder. Debtor will, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral as valid, subsisting and registered trademarks, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses,

security interests, or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses specifically described in Exhibit B hereto.

(c) Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating thereto, except as permitted herein, in the Loan Agreement, or otherwise dispose of any of the Collateral without the prior written consent of Secured Party. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor will, at Debtor's expense, perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this or any other similar security agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark office or any similar office or agency in the United States other than those described in Exhibit A annexed hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B annexed hereto or permitted in Section 3(b) above.

(f) Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any reasonable amount or any act which Debtor fails to pay or do as required hereunder or as reasonably requested by Secured Party to preserve, defend, protect, maintain, record, amend or enforce the Obligations, the Collateral, or the security interest granted hereunder including but not limited to all filing or recording fees, court costs, reasonable collection charges, attorneys' fees and legal expenses. Debtor will be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, will be payable on demand together with interest at the then applicable rate set forth in the Financing Agreements and shall be part of the Obligations secured hereby.

(h) Debtor will not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any state therein, or any other country, unless Debtor has by thirty (30) days prior written

notice informed Secured Party of such action. Upon request of Secured Party, Debtor shall execute and deliver to Secured Party any and all assignments, agreements, instruments, documents, and such other papers as may be requested by Secured Party to evidence the security interests of Secured Party in such Trademark.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording may become abandoned, cancelled, invalidated, avoided, or avoidable.

(j) Debtor will render any assistance, as Secured Party shall reasonably determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein or any other country to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) Debtor will promptly notify Secured Party if Debtor (of any affiliate or subsidiary thereof) learns of any use by any person of any term or design likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof).

(m) Debtor will promptly pay Secured Party for any and all reasonable expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection, or enforcement of the Obligations, the Collateral, or the security interests granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the then applicable rate set forth in the Financing Agreements and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon the occurrence of any one or more of the Events of Default as defined in the other Financing Agreements (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

Upon the occurrence of any such Event of Default and at any time thereafter, in addition to all other rights and remedies of Secured Party, whether provided under law, the Financing Agreements or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work in process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary of Debtor.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to Section 5(c) hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale, or other disposition of Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the obligations as Secured Party may in its discretion determine. Debtor shall remain

liable to Secured Party for any expenses or obligations remaining unpaid after the application of such proceeds, and Debtor will pay Secured Party on demand any such unpaid amount, together with interest at a rate equal to the highest rate then payable on the Obligations.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and Expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, the Financing Agreements, this Agreement, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. ACKNOWLEDGEMENT AND RESTATEMENT

(a) Debtor hereby acknowledges, confirms and agrees that the Trademark Collateral Assignment and Security Agreement, dated April 30, 1992, by and between Debtor and Secured party (the "Existing Agreement") is in full force an effect as of the date hereof, and its obligations thereunder are unconditionally owing to Secured Party, without offset, defense or counterclaim of any kind, nature or description whatsoever.

(b) Debtor hereby acknowledges, confirms and agrees that Secured Party has and shall continue to have liens upon and security interests in all Collateral heretofore granted to Secured Party pursuant to the Existing Agreement to secure the Obligations, as well as any Collateral granted hereunder or under the other Financing Agreements or otherwise granted to or held by Security Party. The liens and security interests of Secured Party in the Collateral shall be deemed to be continuously granted and perfected from the earliest date of the granting and perfection of such liens and security interests, whether hereunder, under the other Financing Agreements, the Existing Agreement or otherwise.

(c) Except as otherwise stated in Section 6(b) hereof and this Section 6(c), as of the date hereof, the terms, conditions, covenants, agreements, representations and warranties set forth in the Existing Agreement are hereby replaced and superseded in their entirety by the terms, conditions, covenants, agreements, representations and warranties set forth in this Agreement and the other Financing Agreements, except that nothing contained herein or in the other Financing Agreements shall impair or adversely affect the continuation of the liability of Debtor for the Obligations heretofore incurred and the mortgages, security interests, liens and other collateral interests, liens and other collateral interests heretofore granted, pledged and/or assigned to Secured Party.

7. MISCELLANEOUS

(a) Any failure or delay by Secured Party to require strict performance by Debtor of any of the provisions, warranties, terms, and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Debtor, specifying such waiver.

(b) All notices, requests and demands to or upon the respective parties hereto shall be in writing and shall be deemed to have been duly given or made: if by hand, immediately upon delivery; if by telex, telecopier or telegram, immediately upon sending; if by express mail or any other overnight delivery service, one (1) day after dispatch; and if by registered or certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: AM General Corporation
 105 North Niles Avenue
 South Bend, Indiana 46634
 Attn: President

with copies to: The Renco Group, Inc.
 45 Rockefeller Plaza
 New York, New York 10011
 Attn: Mr. Ira Leon Rennert

If to Secured Party: Congress Financial Corporation
 1133 Avenue of the Americas
 New York, New York 10036
 Attn: Mr. Laurence S. Forte

(c) In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

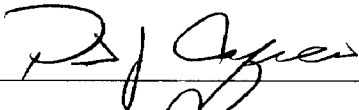
(d) All references to Debtor and Secured Party herein shall include their respective successors and assigns. All references to the term "person" herein shall mean an individual, a partnership, a corporation (including a business trust), a joint stock company, a trust, an unincorporated association, a joint venture or other entity or a government or any agency, instrumentality or political subdivision thereof.

(e) This Agreement shall be binding upon and for the benefit of the parties hereto and their respective successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

(f) The validity, interpretation, and effect of this Agreement shall be governed by the laws of the State of New York. Debtor hereby waives all rights of setoff and rights to interpose permissive counterclaims in the event of any litigation with respect to any matter connected with this Agreement, the other Financing Agreements, the Obligations or the Collateral and irrevocably submits and consents to the non-exclusive jurisdiction of the Supreme Court of the State of New York in New York County and the United States District Court for the Southern District of New York and the courts of any State in which any of the Collateral is located and of any Federal Court located in such States and Debtor waives all rights to a trial by jury in any action in connection with this Agreement, the Obligations or the Collateral. In any such litigation, Debtor waives personal service of any summons, complaint or other process and agrees that the service thereof may be made by certified or registered mail, return receipt requested, directed to it at its chief executive office set forth herein, or designated in writing pursuant to this Agreement, or in any other manner permitted by the rules of said Courts. Within thirty (30) days after service, Debtor shall appear in answer to such process or notice of motion or other application to said Courts, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested therein.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreements as of the day and year first above written.

AM GENERAL CORPORATION

By: 

Title: VICE PRESIDENT

CONGRESS FINANCIAL CORPORATION

By: 

Title: Vice President

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

On this 24th day of January, 2001, before me personally came PAUL CASERO,
to me know, who being duly sworn, did depose and say, that he is the V.P.
of AM General Corporation, the corporation described in and which executed the foregoing
instrument; and that he signed his name thereto by order to the Board of Directors of said
corporation.

Ellen M Allen
Notary Public

ELLEN M ALLEN
Notary Public, State of New York
No. 01AL5057123
Qualified in Suffolk County 2002
Commission Expires March 18, 2002

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

On this 24th day of January, 2001, before me personally came THOMAS GRABOSKY
to me know, who being duly sworn, did depose and say, that he is the VICE PRESIDENT
of Congress Financial Corporation, the corporation described in and which executed the
foregoing instrument; and that he signed his name thereto by order to the Board of Directors of
said corporation.

Ellen M Allen
Notary Public

ELLEN M ALLEN
Notary Public, State of New York
No. 01AL5057123
Qualified in Suffolk County 2002
Commission Expires March 18, 2002

Mark COUNCIL App. No. / Filed 183131 1478793 1478793 29-Oct-1993 29-Oct-2003 53889

Mark	Country	Status	App. No. / Filed	Reg. No. / Filed	Renewal Date	Serial Number
HUMVEE	Argentina	Registered	183131	1478793	29-Oct-2003	53889
Class: 12	Goods: trucks		27-Jan-1992	29-Oct-1993		
HUMVEE	Argentina	Filed	2203255			53799
Class: 25	Goods: all goods in International Class 25		23-Feb-1999			
HUMVEE	Argentina	Filed	2261025			54129
Class: 28	Goods:		06-Jan-2000			

AM General Corporation (100600)
Trademark Applications and Registrations
Maintained by Barnes & Thornburg

As Of May 08, 2001

Page: 3

Mark	Country	Status	App. No. / Filed	Reg. No. / Reg. Date	Renewal Date	B & T Matter
HUMVEE	Austria	Registered	AM 466/92	141998	14-May-2002	53896
Class: 12	Goods: trucks		03-Feb-1992	14-May-1992		
HUMVEE	Australia	Registered	828600	828600	21-Mar-2010	90519
Class: 12	Goods: bicycles		21-Mar-2000	21-Mar-2000		
HUMVEE	Australia	Registered	784959	784959	08-Feb-2009	53807
Class: 25	Goods: clothing, footwear, headgear		08-Feb-1999	08-Feb-1999		
HUMVEE	Australia	Registered	571224	A571224	23-Jan-2009	53893
Class: 12	Goods: trucks; all other goods in this class		23-Jan-1992	23-Jan-1992		
HUMVEE	Australia	Registered	764815	764815	15-Jun-2008	53894
Class: 28	Goods: toys including toy trucks and model kits for building toy trucks		15-Jun-1998	16-Nov-1998		

**AM General Corporation (100600)
 Trademark Applications and Registrations
 Maintained by Barnes & Thornburg**

As Of May 08, 2001

Page: 4

Mark	Country	Status	App. No. / Filed	Reg. No. / Reg. Date	Renewal Date	B & T Matter
HUMVEE	Australia	Registered	841959 10-Jul-2000	841959 10-Jul-2000	10-Jul-2010	90891
Class: 12	Goods: go carts					
Class: 28	Goods: toy ride-on vehicles					
HUMVEE	Bahrain	Registered	15859 06-Jan-1993	15859 06-Jan-1993	06-Jan-2003	53898
Class: 12	Goods: trucks					
HUMVEE	Brazil	Registered	816630895 20-Feb-1992	816630895 09-Nov-1993	09-Nov-2003	53903
Class: 07.25	Goods: trucks					
HUMVEE	Brazil	Published	821421387 18-Feb-1999			53797
Class: 25-30	Goods: footwear and apparel					
Class: 25-20	Goods: footwear and apparel					
Class: 25-10	Goods: footwear and apparel					

AM General Corporation (100600)
Trademark Applications and Registrations
Maintained by Barnes & Thornburg

As Of May 08, 2001

Page: 5

Mark	Country	Status	App. No. / Filed	Reg. No. / Reg. Date	Renewal Date	B & T Matter
HUMVEE	Brazil	Published	822469120 23-Feb-2000			54133
Class: 28 Goods:						
HUMVEE	Canada	Registered	881228 15-Jun-1998	TMA526584 13-Apr-2000	13-Apr-2015	53910
Class: 28 Goods: toys, namely, toy trucks and model kits for building toy trucks						
HUMVEE	Canada	Filed	1051591 21-Mar-2000			90537
Class: 12 Goods: bicycles						
HUMVEE	Canada	Published	1004404 05-Feb-1999			53793
Class: 25 Goods: footwear and apparel; namely, socks, hosiery, underwear, hats, scarves, gloves, earmuffs, jackets, pants, shorts, skirts, slits, sweatshirts, sweaters, ties, dresses, shoes, and boots						
HUMVEE	Canada	Registered	697449 23-Jan-1992	430937 29-Jul-1994	29-Jul-2009	53909
Class: 12 Goods: trucks						

AM General Corporation (100600)
Trademark Applications and Registrations
Maintained by Barnes & Thornburg

As Of May 08, 2001

Page: 6

Mark	Country	Status	App. No. / Filed	Reg. No. / Reg. Date	Renewal Date	B & T Matier
HUMVEE	Canada	Filed	1035120 05-Nov-1999			54149
Class:	Goods:					
	go carts; toy ride-on vehicles					
HUMVEE	Switzerland	Registered	001152000 06-Jan-2000	473866 06-Jan-2000	06-Jan-2010	54127
Class:	Goods:					
HUMVEE	Switzerland	Registered	1200/99 10-Feb-1999	463515 10-Feb-1999	10-Feb-2009	53815
Class:	Goods:					
HUMVEE	Chile	Registered	471783 03-Jan-2000	570464 21-Jun-2000	21-Jun-2010	54135
Class:	Goods:					
	toys					
HUMVEE	Chile	Registered	448537 11-May-1999	552751 11-Nov-1999	11-Nov-2009	53801
Class:	Goods:					
	footwear and clothing					
HUMVEE	China	Registered	9900018720 23-Feb-1999	1396077 14-May-2000	14-May-2010	53805
Class:	Goods:					
	apparel and footwear					

**AM General Corporation (100600)
Trademark Applications and Registrations
Maintained by Barnes & Thornburg**

As Of May 08, 2001

Page: 7

Mark	Country	Status	App. No./ Filed	Reg. No./ Reg. Date	Renewal Date	B & T Matter
HUMVEE	China	Filed	12-Jul-2000			90902
Class: 28	Goods: toy ride-on vehicles					
HUMVEE	China	Registered	9201113 20-Mar-1992	630617 20-Feb-1993	19-Feb-2003	53914
Class: 12	Goods: trucks					
HUMVEE	China	Filed	2000102469 12-Jul-2000			90894
Class: 12	Goods: go cards					
HUMVEE	China	Filed	2000061894 09-May-2000			90542
Class: 12	Goods: bicycles					
HUMVEE	Colombia	Registered	99080754 27-Dec-1999	229885 29-Sep-2000	29-Sep-2010	54143
Class: 28	Goods: Toys					

AM General Corporation (100600)
Trademark Applications and Registrations
Maintained by Barnes & Thornburg

As Of May 08, 2001

Page: 8

Mark	Country	Status	App. No. / Filed	Reg. No. / Reg. Date	Renewal Date	B & T Matter
HUMVEE	Germany	Registered	A 51 799/12 01-Feb-1992	2049474 12-Nov-1993	01-Feb-2002	53920

Class: 12 Goods: bearings, bogies, undercarriages, chassis, waggons, aforesaid goods as parts of land vehicles, hitches, mine-cars, railway waggons, carts, trucks, bogie trucks, underwaggons, tow cars

HUMVEE	Spain	Registered	1686807 26-Feb-1992	1686807 06-Mar-1995	26-Feb-2002	53881
--------	-------	------------	------------------------	------------------------	-------------	-------

Class: 12 Goods: trucks

HUMVEE	European Community	Registered	850362 15-Jun-1998	850362 23-Sep-1999	15-Jun-2008	53941
--------	--------------------	------------	-----------------------	-----------------------	-------------	-------

Class: 28 Goods: toys, namely, toy trucks and model kits for building toy trucks

HUMVEE	European Community	Registered	1067107 05-Feb-1999	1067107 25-May-2000	05-Feb-2009	53791
--------	--------------------	------------	------------------------	------------------------	-------------	-------

Class: 25 Goods: footwear and apparel

HUMVEE	European Community	Filed	1749233 10-Jul-2000			90887
--------	--------------------	-------	------------------------	--	--	-------

Class: 28 Goods: toy ride-on vehicles

Class: 12 Goods: go carts

AM General Corporation (100600)
Trademark Applications and Registrations
Maintained by Barnes & Thornburg

As Of May 08, 2001

Page: 9

Mark	Country	Status	App. No. / Filed	Reg. No. / Reg. Date	Renewal Date	B & T Matter
HUMVEE	France	Registered	92/406364 19-Feb-1992	92406364 19-Feb-1992	19-Feb-2002	53944
Class: 12	Goods: trucks					
HUMVEE	United Kingdom	Registered	1489059 27-Jan-1992	A1489059 27-Jan-1992	27-Jan-2009	53947
Class: 12	Goods: motor vehicles, motorised goods vehicles, trucks, parts and fittings for all the aforesaid goods; all included in Class 12					
HUMVEE	Hong Kong	Registered	200000570 11-Jan-2000	30/2001 03-Jan-2001	11-Jan-2007	54131
Class: 28	Goods: toy, toy vehicles, toy model kits for building toy vehicles					
HUMVEE	Indonesia	Registered	316510 19-Feb-1992	316510 11-Nov-1994	19-Feb-2002	53954
Class: 12	Goods: trucks					
HUMVEE	Israel	Registered	82212 28-Jan-1992	T/82212 05-Oct-1994	28-Jan-2013	53958
Class: 12	Goods: trucks					

AM General Corporation (100600)
Trademark Applications and Registrations
Maintained by Barnes & Thornburg

As Of May 08, 2001

Page: 10

Mark	Country	Status	App. No. / Filed	Reg. No. / Reg. Date	Renewal Date	B & T Matter
HUMVEE	India	Registered	566509 30-Jan-1992	566509 15-Feb-2000	30-Jan-2006	53952
Class: 12	Goods: trucks					
HUMVEE	Italy	Registered	RM92C/00047 07-Feb-1992	637187 19-Dec-1994	07-Feb-2002	53960
Class: 12	Goods: trucks					
HUMVEE	Jordan	Registered	300774 15-Feb-1993	31598 15-Feb-1993	15-Feb-2010	53967
Class: 12	Goods: trucks					
HUMVEE	Japan	Registered	04-008142 30-Jan-1992	2624411 28-Feb-1994	28-Feb-2004	53966
Class: 12	Goods: trucks, and all other goods in this class					
HUMVEE	Japan	Filed	76399/20000 10-Jul-2000			90890
Class: 12	Goods: go carts					

AM General Corporation (100600)
Trademark Applications and Registrations
Maintained by Barnes & Thornburg

As Of May 08, 2001

Page: 11

Mark	Country	Status	App. No. / Filed	Reg. No. / Reg. Date	Renewal Date	B & T Matter
HUMVEE	Japan	Filed	10-050621 15-Jan-1998			53965
Class: 28	Goods: toy trucks, model kits for building toy trucks, and other toys, and dolls					
HUMVEE	Japan	Registered	282482000	444220	05-Jan-2011	90540
Class: 12	Goods: bicycles and their parts and fittings (excluding tires and tubes)					
HUMVEE	Korea, South	Registered	92-1744	262811	14-May-2003	53970
Class: 37	Goods: trucks					
HUMVEE	Kuwait	Registered	26820	24529	24-Apr-2003	53972
Class: 12	Goods: trucks					
HUMVEE	Mexico	Registered	367082	638512	11-Mar-2009	53795
Class: 25	Goods: footwear and apparel					

AM General Corporation (100600)
Trademark Applications and Registrations
Maintained by Barnes & Thornburg

As Of May 08, 2001

Page: 12

Mark	Country	Status	App. No. / Filed	Reg. No. / Reg. Date	Renewal Date	B & T Matter
HUMVEE	Mexico	Filed	435858 12-Jul-2000			90893
Class: 12	Goods: go carts					
HUMVEE	Mexico	Registered	419047	665770 03-Apr-2000	03-Apr-2010	90538
Class: 12	Goods: vehicles; apparatus for locomotion bu land, air, or water specifically bicycles					
HUMVEE	Mexico	Registered	408415	667747 16-Aug-2000	28-Jan-2010	54119
Class: 28	Goods: toys, namely, toy trucks and model kits for building toy trucks					
HUMVEE	Mexico	Registered	134270	431060 16-Feb-1993	05-Mar-2002	53978
Class: 12	Goods: trucks					
HUMVEE	Mexico	Filed	435858 12-Jul-2000			90901
Class: 28	Goods: toy ride-on vehicles					

**AM General Corporation (100600)
Trademark Applications and Registrations
Maintained by Barnes & Thornburg**

As Of May 08, 2001

Page: 13

Mark	Country	Status	App. No. / Filed	Reg. No. / Reg. Date	Renewal Date	B & T Matter
HUMVEE	Malaysia	Filed	99 13523 29-Dec-1999			54139
Class: 28	Goods: toys, namely, toy trucks and model kits for building toy trucks					
HUMVEE	Netherlands	Registered	NONE	16808	12-Feb-2002	53980
Class: 12	Goods: trucks					
HUMVEE	Norway	Registered	199913486	203.692	13-Jul-2010	54125
Class: 28	Goods: games and playthings; gymnastic and sporting articles, not included in other classes; decorations for Christmas trees					
HUMVEE	Norway	Registered	199901412	198418	15-Jul-2009	53817
Class: 25	Goods: apparel and footwear					
HUMVEE	New Zealand	Registered	606167	606167	05-Jan-2007	54121
Class: 28	Goods:					

**AM General Corporation (100600)
 Trademark Applications and Registrations
 Maintained by Barnes & Thornburg**

As Of May 08, 2001

Page: 14

Mark	Country	Status	App. No. / Filed	Reg. No. / Reg. Date	Renewal Date	B & T Matter
HUMVEE	New Zealand	Filed	618541			90892
Class: 12			11-Jul-2000			
			Goods: go cards; parts and fittings in this class for the foregoing			
HUMVEE	New Zealand	Filed	618542			90900
Class: 28			11-Jul-2000			
			Goods: toy ride-on vehicles; toys; parts and fittings in this class for the foregoing			
HUMVEE	New Zealand	Registered	305004	305004	11-Feb-2006	53809
Class: 25			11-Feb-1999	12-Nov-1999		
			Goods: footwear and apparel			
HUMVEE	Oman	Published	8310			53984
Class: 12			28-Mar-1993			
			Goods: trucks			
HUMVEE	Panama	Registered	099529	099529	19-Mar-2009	53811
Class: 25			19-Mar-1999	19-Mar-1999		
			Goods: apparel and footwear			

AM General Corporation (100600)
Trademark Applications and Registrations
Maintained by Barnes & Thornburg

As Of May 08, 2001

Page: 15

Mark	Country	Status	App. No. / Filed	Reg. No. / Reg. Date	Renewal Date	B & T Matter
HUMVEE	Puerto Rico	Registered	NONE	33313	11-Aug-2003	53990
	Class: 12	Goods: trucks		11-Aug-1993	11-Aug-1993	
HUMVEE	Paraguay	Filed	39962000			54141
	Class: 28	Goods:	24-Feb-2000			
HUMVEE	Qatar	Filed	12014			53992
	Class: 12	Goods: trucks	15-Jun-1994			
HUMVEE	Saudi Arabia	Registered	19457	290/82	30-Jul-2002	53996
	Class: 12	Goods: trucks	30-Nov-1992	23-Aug-1993		
HUMVEE	Sweden	Registered	92-00959	240308	18-Sep-2002	54002
	Class: 12	Goods: trucks	31-Jan-1992	18-Sep-1992		

AM General Corporation (100600)
Trademark Applications and Registrations
Maintained by Barnes & Thornburg

As Of May 08, 2001

Page: 16

Mark	Country	Status	App. No. / Filed	Reg. No. / Reg. Date	Renewal Date	B & T Matter
HUMVEE	Singapore	Filed	T9915625H 30-Dec-1999			54123
Class: 28	Goods: toys					
HUMVEE	Singapore	Filed	T0012086H 12-Jul-2000			90889
Class: 12	Goods: go carts					
HUMVEE	Singapore	Filed	1194/99 11-Feb-1999			53813
Class: 25	Goods: clothing, footwear and headgear					
HUMVEE	Turisia	Filed	89039990 12-Jul-2000			90888
Class: 12	Goods: go carts					
HUMVEE	Taiwan	Registered	88014417 01-Apr-1999	00899430 01-Aug-2000	01-Aug-2010	53821
Class: 25	Goods: footwear					

**AM General Corporation (100600)
 Trademark Applications and Registrations
 Maintained by Barnes & Thornburg**

As Of May 08, 2001

Page: 17

Mark	Country	Status	App. No. / Filed	Reg. No. / Reg. Date	Renewal Date	B & T Matter
HUMVEE	Taiwan	Registered	87028795	854307	31-May-2009	54007
Class: 28	Goods: toys, namely, toy trucks and model kits for building toy trucks					
HUMVEE	Taiwan	Published	89014835			90541
Class: 12	Goods: bicycles					
HUMVEE	Taiwan	Published	89039991			90896
Class: 28	Goods: toy ride-on vehicles					
HUMVEE	Taiwan	Registered	81057724	614456	30-Sep-2003	54008
Class: 82	Goods: trucks					
HUMVEE	United States of America	Registered	75179017	2215098	29-Dec-2008	54033
Class: 14	Goods: watches and parts therefor					

AM General Corporation (100600)
Trademark Applications and Registrations
Maintained by Barnes & Thornburg

As Of May 08, 2001

Page: 18

Mark	Country	Status	App. No. / Filed	Reg. No. / Reg. Date	Renewal Date	B & T Matter
HUMVEE	United States of America	Published	75/846064	09-Nov-1999		53853
Class: 12	Goods: bicycles					
HUMVEE	United States of America	Published	75/894416	12-Jan-2000		54164
Class: 12	Goods: go carts					
HUMVEE	United States of America	Published	75/894417	12-Jan-2000		54147
Class: 28	Goods: toy ride-on vehicles					
HUMVEE	United States of America	Registered	75/405167	2305256	04-Jan-2010	54018
Class: 28	Goods: toys, namely, toy trucks and model kits for building toy trucks		15-Dec-1997	04-Jan-2000		
HUMVEE	United States of America	Published	75/638895	10-Feb-1999		53822
Class: 25	Goods: footwear and apparel, namely, socks, hosiery, underwear, hats, scarves, gloves, earmuffs, jackets, pants, shorts, skirts, shirts, sweatshirts and sweaters					

**AM General Corporation (100600)
 Trademark Applications and Registrations
 Maintained by Barnes & Thornburg**

As Of May 08, 2001

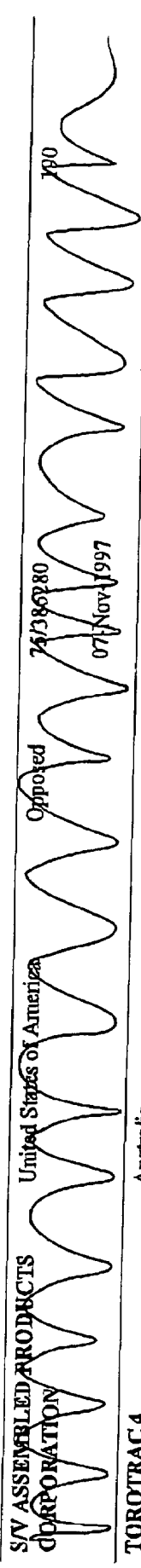
Page: 19

Mark	Country	Status	App. No. / Filed	Reg. No. / Reg. Date	Renewal Date	B & T Matter
HUMVEE	United States of America	Registered	74/201142	1697530	30-Jun-2002	54011
Class: 12	Goods: trucks		06-Sep-1991	30-Jun-1992		
HUMVEE	Venezuela	Registered	220101999	UNKNOWN	28-Sep-2010	54137
Class: 28	Goods:		23-Dec-1999	28-Sep-2000		
HUMVEE	Venezuela	Registered	5415-1999	UNKNOWN	05-Nov-2009	53819
Class: 25	Goods: footwear and apparel		31-Mar-1999	05-Nov-1999		
HUMVEE	South Africa	Registered	0092/0709	92/0709	30-Jan-2002	54000
Class: 12	Goods: trucks		30-Jan-1992	30-Jan-1992		
HUMVEE in Chinese Characters	Singapore	Filed	T00/18805			92191
Class: 12	Goods: go carts		27-Oct-2000			

AM General Corporation (100600)
Trademark Applications and Registrations
Maintained by Barnes & Thornburg

As Of May 08, 2001
Page: 20

Mark	Country	Status	App. No. / Filed	Reg. No. / Reg. Date	Renewal Date	B & T Matter
HUMVEE in Chinese Characters	Singapore	Filed	T00/18806C 27-Oct-2000			92192
Class: 28 Goods: toy ride-on vehicles						
SV ASSEMBLED PRODUCTS CORPORATION	United States of America	Opposed	75386280 07-Nov-1997	786523 24-Feb-1999	24-Feb-2009	53855
Class: 12 Goods: all terrain vehicles and automatic traction controls for vehicles						
TORQTRAC 4	Australia	Registered	786523 24-Feb-1999	786523 24-Feb-1999		53855
Class: 12 Goods: all terrain vehicles and automatic traction controls for vehicles						
TORQTRAC 4	Brazil	Published	821442376 25-Feb-1999			53857
Class: 12 Goods: all terrain vehicles and automatic traction controls for vehicles						
TORQTRAC 4	Canada	Filed	1006435 24-Feb-1999			53859
Class: 12 Goods: all terrain vehicles and automatic traction controls for vehicles						
TORQTRAC 4	Egypt	Filed	124713 30-Jun-1999			53861
Class: 12 Goods: all terrain vehicles and automatic traction controls for vehicles						



**AM General Corporation (100600)
 Trademark Applications and Registrations
 Maintained by Barnes & Thornburg**

As Of May 08, 2001

Page: 21

Mark	Country	Status	App. No./ Filed	Reg. No./ Reg. Date	Renewal Date	B & T Matter
TORQTRAC 4	European Community	Published	1087212 24-Feb-1999			53850
Class: 12	Goods: all terrain vehicles and automatic traction controls for vehicles					
TORQTRAC 4	Japan	Registered	17334/1999 26-Feb-1999	4414072 01-Sep-2000	01-Sep-2010	53863
Class: 12	Goods: motor vehicles and their parts and fittings, machine elements for land vehicles; automatic traction controls for vehicles					
TORQTRAC 4	Korea, South	Registered	995817 26-Feb-1999	464645 09-Feb-2000	09-Feb-2010	53865
Class: 12	Goods: all terrain vehicles and automatic traction controls for vehicles					
TORQTRAC 4	Mexico	Registered	365491 01-Mar-1999	619455 01-Mar-1999	01-Mar-2009	53867
Class: 12	Goods: all terrain vehicles and automatic traction controls for vehicles					
TORQTRAC 4	Saudi Arabia	Registered	48161 24-Feb-1999	497/42 02-Oct-1999	24-Oct-2008	53869
Class: 12	Goods: all terrain vehicles and automatic traction controls for vehicles					

**AM General Corporation (100600)
 Trademark Applications and Registrations
 Maintained by Barnes & Thornburg**

As Of May 08, 2001

Page: 22

Mark	Country	Status	App. No. / Filed	Reg. No. / Reg. Date	Renewal Date	B & T Matter
TORQTRAC 4	United States of America	Registered	75/545583	2435660	13-Mar-2011	54021
			31-Aug-1998	13-Mar-2001		
Class: 9	Goods: automatic traction controls being parts of all terrain vehicles					
Class: 12	Goods: all terrain vehicles					
TT4/ABS	Australia	Registered	786522	786522	24-Feb-2009	53856
			24-Feb-1999	24-Feb-1999		
Class: 12	Goods: all terrain vehicles and automatic traction controls for vehicles					
TT4/ABS	Brazil	Published	821442384	25-Feb-1999		53858
Class: 12	Goods: all terrain vehicles and automatic traction controls for vehicles					
TT4/ABS	Canada	Filed	1006436	24-Feb-1999		53860
Class: 12	Goods: all terrain vehicles and automatic traction controls for vehicles					
TT4/ABS	Egypt	Filed	124712	20-Jan-1999		53862
Class: 12	Goods: all terrain vehicles and automatic traction controls for vehicles					

**AM General Corporation (100600)
Trademark Applications and Registrations
Maintained by Barnes & Thornburg**

As Of May 08, 2001

Page: 23

Mark	Country	Status	App. No. / Filed	Reg. No. / Reg. Date	Renewal Date	B & T Matter
TT4/ABS	European Community	Published	1087279 24-Feb-1999			53851
Class: 12	Goods: all terrain vehicles and automatic traction controls for vehicles					
TT4/ABS	Korea, South	Registered	995818 26-Feb-1999	464646 09-Feb-2000	09-Feb-2010	53866
Class: 12	Goods: all terrain vehicles and automatic traction controls for vehicles					
TT4/ABS	Mexico	Registered	365490 01-Mar-1999	619454 01-Mar-1999	01-Mar-2009	53868
Class: 12	Goods: all terrain vehicles and automatic traction controls for vehicles					
TT4/ABS	Saudi Arabia	Registered	48160 24-Feb-1999	49743 02-Oct-1999	24-Oct-2008	53870
Class: 12	Goods: all terrain vehicles and automatic traction controls for vehicles					
TT4/ABS	United States of America	Filed	75/545582 31-Aug-1998			54020
Class: 12	Goods: automatic traction controls being parts of all terrain vehicles					
Class: 9	Goods: all terrain vehicles					

AM General Corporation (100600)
Trademark Applications and Registrations
Maintained by Barnes & Thornburg

As Of May 08, 2001

Page: 24

Mark	Country	Status	App. No. / Filed	Reg. No. / Reg. Date	Renewal Date	B & T Matter
V. NELSON INDUSTRIES, INC.	United States of America	Opposed	75/371277			129

Total = 118

EXHIBIT B

HUMVEE LICENSEES

January 24, 2000

Timex Corporation*

Funrise Toys Limited*

Playing Mantis*

Infogrames North America, Inc.

American Needle, Inc.*

Maisto International*

Converse, Inc.

Mattel, Inc.*

Western Graphics Corporation*

Media Drop-In Products, Inc.

Midway Games, Inc.

DSI Electronics, Inc.

Royce Union Bicycle Company, Inc.

Samsonite Corporation

The Original San Francisco Toymakers**

Testor Corporation

Revell Monogram, LLC

Nikko, Inc.**

*Indicates that license has expired and the licensee is continuing to sell during the allowable sell-off period.

**Indicates that the licensee has executed a license agreement and the process has been initiated to obtain execution by AM General.

EXHIBIT C

Special Power of Attorney

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

KNOW ALL MEN BY THESE PRESENTS, that AM GENERAL CORPORATION ("Debtor"), having an office at 105 North Niles Avenue, South Bend, Indiana 46634, hereby appoints and constitutes CONGRESS FINANCIAL CORPORATION ("Secured Party"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any patents and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to an Amended and Restated Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney being coupled with an interest, is irrevocable until all "Obligations," as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: January __, 2001

AM GENERAL CORPORATION

By: _____

Title: _____

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

On this ____ day of January, 2001, before me personally came _____,
to me known, who being duly sworn, did depose and say, that he is the _____ of AM
General Corporation, the corporation described in and which executed the foregoing instrument;
and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public