

08-20-2001

Form PTO-1594
1-31-92



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents

101816305

and original documents or copy thereof.

1. Name of conveying party(ies):
Marathon Power Technologies Company **7-10-01**

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

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

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other _____

Execution Date: May 31, 2001

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

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

Name: Bankers Trust Company
 Internal Address: _____
 Street Address: One Bankers Trust Plaza, 130 Liberty Street
 City: New York State: New York ZIP: 10006

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

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

Trademark Registration No.(s)\
1009305

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Francis L. McGrath, Legal Assistant
Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved 2

7. Total fee (37 CFR 3.41): \$ 65.00
 Enclosed
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:
(23-1705 in case of deficiency)
(Attach duplicate copy of this page if paying by deposit account)

08/17/2001 6TON11 0000098 1009305

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 25.00 OP

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.

Francis L. McGrath
Name of Person Signing

Francis L. McGrath
Signature

August 9, 2001
Date

Total number of pages comprising cover sheet: 1

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

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

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

SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
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M (and design)	U.S.	1,009,305
MARATHON	U.S.	B1,241,295

Unregistered

M MARATHON (and design)
M MARATHON SUPERPOWER

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Marathon Power Technologies Company, a Delaware corporation (the "Assignor") with principal offices at 8301 Imperial Drive, Waco, TX 76712, hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.


THIS ASSIGNMENT is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Amended and Restated Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of December 3, 1998, as amended and restated as of May 31, 2001 (as further amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of
the 31st day of May, 2001.

MARATHON POWER TECHNOLOGIES
COMPANY, Assignor

By 

Name: Douglas W. Peacock

Title: Chairman & Chief Executive Officer

BANKERS TRUST COMPANY,
as Collateral Agent, Assignee

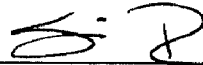
By _____

Name: Patrick W. Dowling

Title: Vice President

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

On this 31st day of May, 2001, before me personally came Douglas W. Peacock who, being by me duly sworn, did state as follows: that he is Chairman & Chief Executive Officer of Marathon Power Technologies Company, that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.



Notary Public

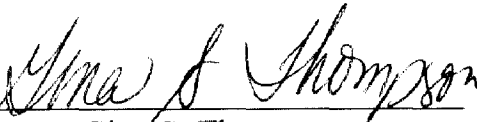
SABRINA ROCKWELL
Notary Public, State Of New York
No. 01RO6057043
Qualified In New York County
Commission Expires April 9, 2003

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of
the 31st day of May, 2001.

MARATHON POWER TECHNOLOGIES
COMPANY, Assignor

By 
Name:
Title:

BANKERS TRUST COMPANY,
as Collateral Agent, Assignee

By 
Name: Gina S. Thompson
Title: Director

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

On this 31st day of May, 2001, before me personally came Gina S. Thompson who, being by me duly sworn, did state as follows: that she is Director of Bankers Trust Company that she is authorized to execute the foregoing Assignment on behalf of said corporation and that she did so by authority of the Board of Directors of said corporation.



Notary Public

PATRICIA PETERSON
Notary Public, State of New York
No. 01PE4978514
Qualified in New York County
Commission Expires March 4, 2003