

09-10-2001

U.S. Department of Commerce
Patent and Trademark Office



SHEET

101837168

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

1. Name of conveying party(ies):
 TDI, Inc. 08/31/01
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation Indiana
 Other
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)
 Name: GMAC Commercial Credit LLC
 Address: 1290 Avenue of the Americas
 New York, New York
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- _____
 Other a New York Limited Liability Company

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date: July 27, 2001

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)
 Additional numbers attached? Yes No

B. Trademark Registration No.(s) 2,010,154

5. Name and address of party to whom correspondence concerning document should be mailed:
 Baila H. Celedonia
 Cowan, Liebowitz & Latman, P.C.
 1133 Avenue of the Americas
 New York, NY 10036-6799

6. Total number of applications and registrations involved:
1
 7. Total fee (37 CFR 3.41)..... \$ 40
 Enclosed
 Any deficiency is authorized to be charged to Deposit Account No. 03-3415.
 8. Deposit Account No. 03-3415
 (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.
Baila H. Celedonia Baila H. Celedonia 8/27/01
 Name of Person Signing Signature Date
 Total number of pages including cover sheet, attachments, and document: 9

Mail to: U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335, Washington, DC 20231

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 NMP/NMP/19331/45/485564.1

TRADEMARK
REEL: 002363 FRAME: 0348

SERVICE MARK SECURITY AGREEMENT

THIS AGREEMENT is made this 27th day of July, 2001 between TDI, Inc., an Indiana corporation having its principal place of business at 2746 Old U.S. 20 West, Elkhart, Indiana 46515 (the "Company"), and GMAC Commercial Credit LLC, a New York limited liability company having an office at 1290 Avenue of the Americas, New York, New York 10104 (together with its successors and assigns, "Lender").

WITNESSETH

WHEREAS, the Company desires to obtain loans from Lender pursuant to a certain Revolving Credit and Security Agreement dated contemporaneously herewith, by and between the Company and Lender (hereinafter referred to, together with all riders, exhibits, schedules and amendments thereto, as the "Credit Agreement"); and

WHEREAS, the Company has contemporaneously herewith, pursuant to the Credit Agreement, granted to Lender a lien upon and security interest in among other assets the Company's now existing and hereafter acquired service marks;

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, and in consideration of the premises, the Company hereby agrees with Lender as follows:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Credit Agreement.
2. To in part secure the payment and performance of all of the Obligations, the Company hereby grants to Lender a continuing security interest in and lien upon all of the right, title and interest of the Company in the following property, whether now owned or existing or hereafter acquired (collectively, the "Collateral");
 - (a) all service marks, trade names, service mark registrations, and service mark applications, and all renewals thereof, including, without limitation, the service mark registrations and applications listed on Schedule A attached hereto and made a part hereof (as the same may be amended from time to time), together with all service marks, trade names, service mark registrations and service mark applications which are hereafter adopted or acquired by the Company, including without limitation all New Marks (as defined below), as well as the goodwill of the Company's business connected with and symbolized by such service marks, trade names, service mark registrations and service mark applications; and all rights corresponding thereto throughout the world (hereinafter collectively referred to as the "Service Marks");
 - (b) all income, royalties, damages and payments now or hereafter due or payable with respect to the Service Marks, including, without limitation, damages and payments for past or future infringements thereof; and

(c) all Proceeds of the foregoing. "Proceeds" shall have the meaning assigned to it under Section 9-306 of the Code (as defined below), and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Company from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Company from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

3. The Company represents and warrants to Lender that:

(a) each of the registrations for the Service Marks as shown on Schedule A is subsisting and has not been adjudged invalid or unenforceable;

(b) upon filing of this Agreement in the United States Patent and Trademark office (hereinafter "USPTO") against each U.S. Trademark registration and pending application, and the filing of a UCC-1 Financing Statement in compliance with the Uniform Commercial Code ("Code") as in effect in the State(s) of Indiana covering all general intangibles now owned or hereafter acquired by the Company, Lender will have a legal, valid and perfected lien upon and security interest in the Collateral, enforceable against the Company and all third persons in accordance with its terms;

(c) the Company is not aware of any claim that the use of any of the Service Marks does or may violate the rights of any third person; and

(d) the Company has the unqualified right to enter into this Agreement and to perform its terms.

4. The Company covenants and agrees with Lender that:

(a) The Company owns all beneficial and ownership rights, title and interest in and to all of the Service Marks, including without limitation all applications and registrations listed on Schedule A, and the rights conferred by those applications and registrations.

(b) Except for the interests of licensees under Permitted Licenses (as hereinafter defined), the Company is and will remain the sole and exclusive owner, of the entire right, title and interest in and to the Collateral, free and clear of any liens, charges, claims, rights and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third persons;

(c) The Company has used, and will continue to use for the duration of this Agreement, required statutory notice in connection with its use of the Service Marks; and

(d) The Company shall not abandon any of the Service Marks without Lender's prior written consent, including, without limitation, by failure to file an

affidavit of use with the USPTO during the sixth year of a United States registration as required by law. Company shall notify Lender if it receives notice of any grounds under which the Service Marks or any registration or application appurtenant thereto, would become abandoned, invalidated, unenforceable, avoided, avoidable, or otherwise diminished in value. The Company shall take commercially reasonable and appropriate action at its expense to halt the infringement of the Service Marks and shall properly exercise its duty to control the nature and quality of the services offered by any licensees in connection with any Permitted Licenses.

5. Until all of the Obligations have been satisfied in full and the Credit Agreement has been terminated, the Company shall not sell any of the Service Marks, grant or assign any security or other interest in any of the Service Marks, or enter into any license agreement with respect to any of the Service Marks other than Permitted Licenses. As used herein, the term "Permitted Licenses" shall mean and include such licenses as Lender may hereafter approve in writing in its sole discretion. The Company shall give to Lender at least twenty (20) days prior written notice of the Company's intent to enter into a Permitted License, the Service Marks to be the subject of such license, and the terms of such license, and shall provide Lender with a copy of the duly executed license agreement promptly after execution thereof by the Company and the licensee.

6. If, before the Obligations have been satisfied in full and the Credit Agreement has terminated, the Company shall obtain rights to any new trademark or trade names, whether registered or at common law, or become the owner of or entitled to the benefit of any trademark application or trademark registration (collectively, the "New Marks"), the provisions of paragraph 2 hereof shall automatically apply to such New Marks and such New Marks shall automatically become included in the definition of Service Marks. The Company shall give Lender prompt notice of any application to register any New Mark, or the acquisition of any registration for any New Mark in the United States or Canada, in writing, but in no event later than sixty (60) days after the filing of the application or the acquisition of the registration of such New Mark; and shall periodically update Schedule A and provide a copy to the Lender of any applications for or registration of New Marks elsewhere in the world.

7. The Company authorizes Lender to modify this Agreement by amending Schedule A to include any future service marks and service mark applications which are or become Service Marks under Paragraph 2 or Paragraph 7 hereof.

8. The Company agrees to execute and deliver to Lender such further papers and to do such other acts as may be necessary and proper to accomplish the purposes of this Agreement, including without limitation, in order to perfect or continue the perfection of Lender's security interest in all of the Collateral. At any time and from time to time, upon the written request of Lender, Company will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Lender may reasonably deem desirable in obtaining the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code with respect to the liens and security interests granted hereby. Company also hereby authorizes Lender to file any such financing or continuation statement without the signature of Company to the extent permitted by applicable law. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or

other instrument, such note or instrument shall be immediately pledged to Lender hereunder, duly endorsed in a manner satisfactory to Lender.

9. Upon or after the occurrence of an Event of Default, Lender shall have all rights and remedies given it by this Agreement and the Credit Agreement, all rights and remedies under applicable law and all rights and remedies of a secured party under the Uniform Commercial Code as adopted and then in force in the State of New York.

10. The Company hereby irrevocably makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, with full power of substitution, as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Company's name on all applications, documents, papers and instruments necessary for Lender to use the Service Marks, or to grant or issue any exclusive or nonexclusive license under the Service Marks to any other person or entity, or to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any other person or entity. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all of the Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated. The powers conferred on Lender hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Company for any act or failure to act, except for its own willful misconduct.

11. The Company shall use commercially reasonable efforts to protect the Service Marks and shall notify Lender in writing of infringements detected.

12. During the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to defend any suit or counterclaim in its own name in order to defend the Service Marks and any license hereunder, in which event the Company shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such defense and the Company shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this paragraph 12.

13. If the Company fails to comply with any of its obligations hereunder, to the extent permitted by applicable law, Lender may do so in the Company's name or in Lender's name, but at the Company's expense, and the Company agrees to reimburse Lender in full for all reasonable expenses, including attorneys, fees, incurred by Lender in satisfying those obligations pursuant to this Agreement.

14. No course of dealing between the Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. All of Lender's rights and remedies with respect to the Collateral, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of his Agreement in any jurisdiction.

17. Any notice to Lender shall be deemed to have been duly given when deposited in the mail, first class, postage prepaid, addressed to Lender at 1290 Avenue of the Americas, New York, New York 10104, Attention: Loan Administration Department, Mr. Frank Imperato, Vice President. Any notice to Company hereunder shall be deemed to have been duly given when deposited in the mail, first class postage prepaid, addressed to Company at the address specified in the introductory paragraph of this Agreement.

18. This Agreement is subject to modification only by a writing signed by the parties hereto except as provided in paragraph 7 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Lender.

20. Time is of the essence of this Agreement. No person or entity, other than the parties hereto, shall be deemed to be a beneficiary hereof or have the right to enforce any of the provisions of this Agreement.

21. This Agreement has been negotiated executed and delivered at and shall be deemed to have been made in New York. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

22. THE COMPANY AND LENDER EACH WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE COLLATERAL.

IN WITNESS the execution hereof under seal on the day and year first above

written.

TDI, INC.

By:

[Signature]

Name: Gary J. Klusman

Title: Executive VP Finance + Administration

Accepted in New York, New York

GMAC COMMERCIAL CREDIT LLC

By: [Signature]

Name:

Title:

STATE OF Indiana)
) ss
COUNTY OF St. Joseph)

BEFORE ME, the undersigned authority, on this day personally appeared Gary J. Klusman, VP Fin. + Admin of TDI, INC., to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY AND SEAL OF OFFICE on this 27 day of July 2001.

[Signature]

Notary Public

My Commission Expires: 12/21/01

[NOTARIAL SEAL]

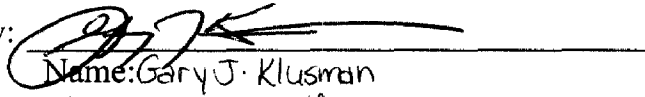
CERTIFICATE

The undersigned officer of TDI, Inc. (the "Company"), DO HEREBY CERTIFY to GMACC Commercial Credit, LLC ("Lender") that the quality of the services associated with the Service Marks listed on Schedule A of the Service Mark Security Agreement dated July 27, 2001, between the Company and Lender (as amended from time to time to include future service marks and service mark applications) (the "Agreement"), has been maintained at a level consistent with the quality of such services at the time of the execution of the Agreement.

27th IN WITNESS WHEREOF, the undersigned has executed this Certificate, this day of July, 2001.

TDI, INC.

By:



Name: Gary J. Klusman

Title: Executive VP Finance + Administration

SCHEDULE A

Schedule A to the Service Mark Security Agreement dated as of July 27, 2001,
by and between TDI, Inc. and GMAC Commercial Credit, LLC.

<u>Mark</u>	<u>Reg. or Application No.</u>	<u>Country</u>	<u>Status/ Class(es)</u>	<u>Filing Date</u>
TDI	2,010,154	U.S.A.		October 22, 1996