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09-17-2001



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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101844911

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

Name of conveying party(ies):

Oshkosh Truck Corporation

9/1/01

Individual(s) ☐ Association
General Partnership ☐ Limited Partnership
Corporation-State
Other _____

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

Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Second Reaffirmation and Amendment
Agreement

Execution Date: July 23, 2001

2. Name and address of receiving party(ies)

Name: Bank of America, N.A., as agent, (f/k/a)
Bank of America National Trust and Savings
Internal Address: _____ Association

Street Address: 231 S. LaSalle

City: Chicago State: IL ZIP: 60693

☐ Individual(s) citizenship _____
☐ 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

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: _____

17

7. Total fee (37 CFR 3.41).....\$440

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

09/14/2001 TDI21 00000033 2220772

01 FC:481 40.00 DP
02 FC:482 400.00 DP

DO NOT USE THIS SPACE

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.

Laura Konrath

Name of Person Signifying

Signature

9/6/01

Date

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

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

REEL: 002367 FRAME: 0726

U. S. AND FOREIGN TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Country</u>
██████████	76/242,890	2/18/1997	
██████████	██████████	1/18/2001	
██████████	██████████	1/29/1990	Egypt
██████████	██████████	██████████	Belgium
██████████	██████████	7/31/2000	Denmark
██████████	██████████	██████████	██████████
██████████	██████████	██████████	██████████
██████████	██████████	██████████	██████████
██████████	██████████	██████████	██████████
██████████	██████████	██████████	██████████
PROPULSE	76/194,592	1/12/2001	
STRIKER	76/194,896	1/17/2001	
TAK-4	76/214,487	2/22/2001	
TruckBuilder	74/719,728	8/24/1995	
TEMCO	75/802,614		
TEMCO	75/802,615		
TEMCO & Design	75/816,923		
TEMCO and Design	75/816,924		
TEMCO EXPRESS	75/881962		
Highland	76/193,453	1/10/2001	

~~Max~~
Advancing Travel Technology
CONGRATULATIONS
~~C. [redacted] [redacted]~~
~~E. [redacted]~~
~~EE [redacted]~~
~~H. [redacted]~~
H Series
HR Series
Heavy Duty Specialist
(M. [redacted] [redacted]) IDS
MDE Series
~~P. [redacted]~~
P. [redacted] Technology ETV
~~S. [redacted]~~
S Series
T Series
~~TL [redacted]~~

05th July

SECOND REAFFIRMATION AND AMENDMENT AGREEMENT
(COPYRIGHT SECURITY AGREEMENT)
(PATENT SECURITY AGREEMENT)
(TRADEMARK SECURITY AGREEMENT)

This Second Reaffirmation and Amendment Agreement (this "Agreement") is dated as of July 23, 2001 and entered into by and between Oshkosh Truck Corporation (the "Borrower") and Bank of America, N.A. (f/k/a Bank of America National Trust and Savings Association; "BofA"), as agent (the "Agent").

WITNESSETH:

WHEREAS, the Borrower entered into that certain Credit Agreement dated as of February 26, 1998 (the "Original Credit Agreement") with the financial institutions party thereto (the "Lenders") and the Agent;

WHEREAS, in connection with the execution and delivery of the Original Credit Agreement, the Borrower and the Agent entered the Copyright Security Agreement (the "Copyright Security Agreement"), the Patent Security Agreement (the "Patent Security Agreement") and the Trademark Security Agreement (the "Trademark Security Agreement" and together with the Copyright Security Agreement and the Patent Security Agreement, the "IP Security Agreements"), each dated as of February 26, 1998;

WHEREAS, the Borrower, the Agent and the Lenders entered into that certain Amended and Restated Credit Agreement dated as of September 28, 2000 (the "Prior Credit Agreement");

WHEREAS, in connection with the execution and delivery of the Prior Credit Agreement, the Borrower and Agent entered into the Reaffirmation and Amendment Agreement dated as of September 28, 2000 to reaffirm for the benefit of the Agent and the Lenders its obligations and covenants under the IP Security Agreements and amend the IP Security Agreements as therein set forth, among other things;

WHEREAS, the Borrower, the Agent and the Lenders are entering into that certain Second Amended and Restated Credit Agreement of even date herewith (the "Credit Agreement");

WHEREAS, in connection with the consummation of the transactions contemplated by the Credit Agreement, (a) the Borrower desires to reaffirm for the benefit of the Agent and the Lenders its obligations and covenants under the IP Security Agreements and (b) the Borrower and the Agent desire to amend the IP Security Agreements as herein set forth;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings attributed to such terms in the Credit Agreement.

2. Reaffirmation of IP Security Agreements. Notwithstanding the transactions contemplated by the Credit Agreement, the Borrower hereby fully and unconditionally reaffirms, ratifies and confirms (i) in all respects each and every obligation and covenant made by it in the IP Security Agreements (each as amended by this Agreement), which include, without limitation, the grant of Liens in all of the Borrower's interests in the copyrights, patents and trademarks owned or licensed by it as security for the payment and performance of the Secured Obligations, (ii) that, after giving effect to this Agreement, all of its representations and warranties made in the IP Security Agreements remain true and correct as of the date of this Amendment (except to the extent that such representations or warranties are expressly made only as of another specific date), (iii) that the IP Security Agreements remain the legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their respective terms and that such obligations shall not be discharged by any modification, extension, renewal or amendment of the terms of the Prior Credit Agreement, the Credit Agreement or the other Loan Documents and (iv) that there are no defenses, counterclaims or set-offs to the IP Security Agreements or the Borrower's covenants, agreements, liabilities and obligations thereunder and that any such defenses, counterclaims or set-offs are hereby expressly waived. Subject to the terms and conditions of this Agreement, each party hereto agrees that effective as of the date hereof, as used in the IP Security Agreements and all related documents and agreements, each reference to "Credit Agreement" shall mean a reference to the Credit Agreement as the same is amended, supplemented, restated or otherwise modified from time to time.

3. Amendments to IP Security Agreement. (a) The Recitals to each of the IP Security Agreements are hereby amended by deleting Recital A in its entirety and replacing it with the following:

A. Pursuant to the Credit Agreement dated as of the date hereof and amended and restated as of September 28, 2000, and amended and restated as of July 23, 2001, among the Debtor, the financial institutions from time to time party thereto (the "Lenders") and the Agent (as further amended, supplemented, restated or modified from time to time, the "Credit Agreement"), the Lenders have agreed to extend certain credit to the Debtor.

(b) Exhibits A, B and C to the IP Security Agreements are hereby supplemented with the attached, complete listing of all intellectual property of the Borrower, provided, however, within 15 Business Days of the date hereof, the Borrower shall provide the Agent with current Exhibits A, B and C to each of its IP Security Agreements, as of the date hereof, to the extent necessary to reflect changes to the information identified in the existing Exhibits A, B and C to the Borrower's IP Security Agreements.

4. Reference to and Effect on the IP Security Agreements.

4.1 Upon the effectiveness of this Agreement, on or after the date hereof each reference in the IP Security Agreements to "this Agreement," "hereunder," "hereof," "herein" or words of like import and each reference to the applicable Amended Agreement in each Loan Document shall mean and be a reference to the applicable Amended Agreement as amended hereby.

4.2 The execution, delivery and effectiveness of this Agreement shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Agent under the Security Agreement.

5. CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

6. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, duly authorized officers of the parties hereto have executed this Agreement as of the date first above written.

BANK OF AMERICA, N.A., as Agent

By: David A. Johanson

Title: David A. Johanson
Vice President

OSHKOSH TRUCK CORPORATION

By: _____

Title: _____

[SIGNATURE PAGE TO SECOND REAFFIRMATION AGREEMENT]

IN WITNESS WHEREOF, duly authorized officers of the parties hereto have executed this Agreement as of the date first above written.

BANK OF AMERICA, N.A., as Agent

By: _____

Title: _____

OSHKOSH TRUCK CORPORATION

By: Scott L. Ney

Name: Scott L. Ney

Title: Vice President and Treasurer

U. S. AND FOREIGN TRADEMARK APPLICATIONS

Mark	Serial No.	Filing Date	Country
██████████	75/212,890	2/18/1997	
IN-██████████	██████████	17/01/2001	
██████████	██████████	1/29/1996	Egypt
██████████	██████████	██████████	Bahrain
██████████	██████████	7/31/2000	Brazil
██████████	██████████	██████████	Qatar
██████████	██████████	7/10/1997	Saudi
██████████	██████████	1/██████████	Egypt
██████████	██████████	4/20/1997	██████████
PROPULSE	76/194,592	1/12/2001	
STRIKER	76/194,896	1/17/2001	
TAK-4	76/214,487	2/22/2001	
TruckBuilder	74/719,728	8/24/1995	
TEMCO	75/802,614		
TEMCO	75/802,615		
TEMCO & Design	75/816,923		
TEMCO and Design	75/816,924		
TEMCO EXPRESS	75/881962		
Highland	76/193,453	1/10/2001	

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Advancing Tank Technology
CONCEPTS
C-Series
E-Series
EE-Series
H-Series
H-Series
H-Series
H-Series
H-Series
Heavy Duty Specialist
(Medium Duty) IDS
MDE-Series
P-Series
Pro Drive Technology, ETV
S-Series
S-Series
T-Series
TV-Series

U. S. LIST OF PATENTS

TRADEMARK
REEL: 002367 FRAME: 0736

<u>Mark</u>	<u>Reg. No.</u>	<u>Registration Date</u>	<u>Country</u>
Is a Central Tire Inflation System for Trailers	5,406,567	7/11/1995	
5 High Lift Tag Axle for Truck	5,018,593	5/28/1991	
6 Rear Discharge Concrete Mixer having Rear-end Transmission Control	5,251,722	10/12/1993	
7 Rear Discharge-Two Way Concrete Mixer	4,846,581	7/11/1989	
8 Vehicle Lift Axle	5,549,322	8/27/1996	

U. S. PATENT APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
9 Anti-Sway Bar Assembly	09/634,250	8/8/2000
Method and Means for Removing	09/664,560	2/15/2000
10 Discharge Chute for Concrete	09/713,744	1/15/2000
Power-Operated Vehicle Having On-Rear Discharge System	09/600,000	2/15/2000
11 Integrated Vehicle Suspension, Axle and Frame Assembly	09/635,791	8/11/2000
Integrated System for a Concrete	09/635,791	2/15/2000
Method and Means for Having a	09/635,791	2/15/2000
Control Network with Distributed I/O		
12 Mounting Assembly for a Rotating Arm	09/636,682	8/11/2000
13 Non-Contact Spring Guide	09/635,579	8/9/2000

~~REGISTRATION~~

<u>Mark</u>	<u>Reg. No.</u>	<u>Registration Date</u>	<u>Country</u>
Method and Means for	5,406,567	7/11/1995	USA
Method and Means for	5,406,567	7/11/1995	USA
Method and Means for	5,406,567	7/11/1995	USA
Method and Means for	5,406,567	7/11/1995	USA