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attached original documents or copy thereof.

Name of conveying party(ies): **9-1101**

McNeilus Truck and Manufacturing Inc.

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)

09/14/2001 TDIAZ1 00000034 2154757

01 FC:481
02 FC:482

40.00 OP
225.00 OP

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

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: _____

10

7. Total fee (37 CFR 3.41).....\$ 265.00

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)

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

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 **TRADEMARK**

REEL: 002367 FRAME: 0738

SECOND REAFFIRMATION AND AMENDMENT AGREEMENT
(SUBSIDIARY GUARANTY)
(SUBSIDIARY COPYRIGHT SECURITY AGREEMENTS)
(SUBSIDIARY PATENT SECURITY AGREEMENTS)
(SUBSIDIARY TRADEMARK SECURITY AGREEMENTS)

This Second Reaffirmation and Amendment Agreement (this "Agreement") is dated as of July 23, 2001 and entered into by and among the entities signatory hereto (each either a Guarantor to the Original Credit Agreement (as defined below) an "Original Guarantor" or a Guarantor subsequently joined to the Subsidiary Guaranty or Subsidiary Pledge Agreement a "New Guarantor", but collectively, the "Guarantors") and Bank of America, N.A. (f/k/a Bank of America National Trust and Savings Association), as agent (the "Agent").

WITNESSETH:

WHEREAS, Oshkosh Truck Corporation, the direct or indirect corporate parent of each of the Guarantors (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 Original Guarantors and the Agent entered into the Subsidiary Guaranty (the "Guaranty"), dated as of February 26, 1998, and each Original Guarantor and the Agent entered into separate Copyright Security Agreements (the "Copyright Security Agreements"), Patent Security Agreements (the "Patent Security Agreements") and Trademark Security Agreements (the "Trademark Security Agreements", and together with the Copyright Security Agreement and Patent Security Agreement, the "IP Security Agreements"), each dated as February 26, 1998 (the IP Security Agreements, together with the Guaranty are referred to herein as the "Amended Agreements")

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 Guarantors 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 Amended Agreements and amend the Amended Agreements as therein set forth;

WHEREAS, The New Guarantors subsequently joined the Amended Agreements pursuant to joinder agreements and, with the exception of Total Mixer Technologies Corporation ("TMT"), executed IP Security Agreements;

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) each Guarantor desires to reaffirm for the benefit of the Agent and the Lenders its obligations and covenants under the Guaranty, Copyright Security Agreement, Patent Security Agreement and Trademark Security Agreement to which it is a party and (b) each Guarantor and the Agent desire to amend the Guaranty, Copyright Security Agreement, Patent Security Agreement and Trademark Security Agreement to which it is a party, all as herein set forth; and

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 Guaranty. Notwithstanding the transactions contemplated by the Credit Agreement, each Guarantor hereby fully and unconditionally reaffirms, ratifies and confirms (i) in all respects each and every obligation and covenant made by it in the Guaranty (as amended by this Agreement), (ii) that, after giving effect to this Agreement, all of its representations and warranties made in the Guaranty remain true and correct as of the date of this Agreement (except to the extent that such representations or warranties are expressly made only as of another specific date), (iii) that the Guaranty remains the legal, valid and binding obligation of each such Guarantor enforceable against each such Guarantor in accordance with its terms and that such obligation 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 Guaranty or its 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 Guaranty 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. Reaffirmation of IP Security Agreements. Notwithstanding the transactions contemplated by the Credit Agreement, each Guarantor, with the exception of TMT, 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 to which it is a party (as amended by this Agreement), which include, without limitation, the grant of Liens in all of each such Guarantor'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 to which it is a party remain true and correct as of the date of this Agreement (except to the extent that such representations or warranties are expressly made only as of another specific date), (iii) that the IP Security Agreements to which it is a party remain the legal, valid and binding obligations of each such Guarantor enforceable against each such Guarantor in accordance with its 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 to which it is a party or such Guarantor'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.

4. Amendments to Guaranty. (a) The description of the Prior Credit Agreement contained in the first sentence of the first paragraph of the Guaranty is hereby deleted and replaced with the following description:

"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 party thereto (the "Lenders") and Bank of America, N.A., swing line lender and agent (the "Agent") (as further amended, supplemented, restated or modified from time to time, the "Credit Agreement")".

(b) The second paragraph of the Guaranty is hereby deleted in its entirety and replaced with the following:

"The Guarantors further agree that if an Event of Default under Section 9.01(f) or (g) of the Credit Agreement has occurred and is continuing and any or all of the Guaranteed Obligations may not then be due and payable, the Guarantors will pay to the relevant Creditor forthwith the full amount that would be payable hereunder by the Guarantors if all Obligations were then due and payable."

(c) The final paragraph on the third page of the Guaranty is hereby amended by inserting the words "or any Foreign Guarantor" after the word "Guaranty" in the second line of such paragraph, and inserting the words "Guarantors and Foreign" immediately before the word "Guarantor" found in the seventh line of such paragraph.

(d) The Guaranty is hereby further amended by inserting the following paragraph after the second full paragraph on the fifth page of the Guaranty:

"No amendment, modification or waiver of, or consent with respect to, any provision of this Subsidiary Guaranty shall in any event be effective unless the same shall be in writing and signed and delivered by the Agent and the Required Lenders (or, to the extent required pursuant to Section 11.01 of the Credit Agreement, all Lenders)."

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

A. Pursuant to the Credit Agreement dated as of February 26, 1998 and amended and restated as of September 28, 2000 and amended and restated as of July 23, 2001 among the Company, 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 Company.

B. Pursuant to the Subsidiary Guaranty, dated February 26, 1998 (as previously amended, modified or may be hereafter amended or modified, the "Guaranty"), the Guarantor and the other entities signatory thereto, or subsequently joined thereto, jointly and severally guarantee the payment when due of all obligations and liabilities of Oshkosh under or with respect to the Credit Agreement and other Loan Documents.

(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 Guarantors, provided, however, within 15 Business Days of the date hereof, each Guarantor shall provide the Agent with current Exhibits A, B and C to each of its respective 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 each of its respective IP Security Agreements.

6. Reference to and Effect on the Amended Agreements.

6.1 Upon the effectiveness of this Agreement, on or after the date hereof each reference in the Amended 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.

6.2 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 any Amended Agreement.

7. 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.

8. 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.

[signature page follows]

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

IOWA CONTRACT FABRICATORS, INC.

By: _____

Title: _____

KENSETT FABRICATORS, INC.

By: _____

Title: _____

KEWAUNEE FABRICATIONS, L.L.C.

By: _____

Title: _____

MCINTIRE FABRICATORS, INC.

By: _____

Title: _____

MCNEILUS COMPANIES, INC.

By: _____

Title: _____

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: _____

IOWA CONTRACT FABRICATORS, INC.

By: Scott L. Ney

Name: Scott L. Ney

Title: Vice President and Treasurer

KENSETT FABRICATORS, INC.

By: Scott L. Ney

Name: Scott L. Ney

Title: Vice President and Treasurer

KEWAUNEE FABRICATIONS, L.L.C.

By: Scott L. Ney

Name: Scott L. Ney

Title: Vice President and Treasurer

MCINTIRE FABRICATORS, INC.

By: Scott L. Ney

Name: Scott L. Ney

Title: Vice President and Treasurer

MCNEILUS COMPANIES, INC.

By: Scott L. Ney

Name: Scott L. Ney

Title: Vice President and Treasurer

MCNEILUS FINANCIAL, INC.

By: Scott L. Ney
Name: Scott L. Ney
Title: Vice President and Treasurer

MCNEILUS FINANCIAL SERVICES, INC.

By: Scott L. Ney
Name: Scott L. Ney
Title: Vice President and Treasurer

MEDTEC AMBULANCE CORPORATION

By: Scott L. Ney
Name: Scott L. Ney
Title: Vice President and Treasurer

MCNEILUS TRUCK AND
MANUFACTURING, INC.

By: Scott L. Ney
Name: Scott L. Ney
Title: Vice President and Treasurer

PIERCE MANUFACTURING INC.

By: Scott L. Ney
Name: Scott L. Ney
Title: Vice President and Treasurer

PIERCE WESTERN REGION REFURBISHMENT
CENTER, INC.

By: Scott L. Ney
Name: Scott L. Ney
Title: Vice President and Treasurer

SUMMIT PERFORMANCE SYSTEMS, INC.

By: 
Name: Scott L. Ney
Title: Vice President and Treasurer

TOTAL MIXER TECHNOLOGIES CORPORATION

By: 
Name: Scott L. Ney
Title: Vice President and Treasurer

VIKING EQUIPMENT LEASING, INC.

By: 
Name: Scott L. Ney
Title: Vice President and Treasurer

VIKING TRUCK & EQUIPMENT SALES, INC.,
a Michigan corporation

By: 
Name: Scott L. Ney
Title: Vice President and Treasurer

VIKING TRUCK & EQUIPMENT SALES, INC.,
an Ohio corporation

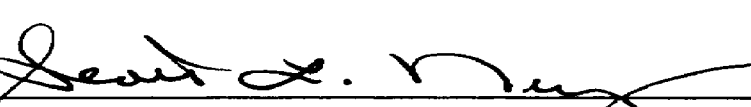
By: 
Name: Scott L. Ney
Title: Vice President and Treasurer

EXHIBIT A TO PATENT SECURITY AGREEMENT

MCNEILUS TRUCK AND MANUFACTURING INC.

UNITED STATES PATENTS

| | <u>Mark</u> | <u>Reg. No.</u> | <u>Registration Date</u> | <u>Country</u> |
|----|---|----------------------|--------------------------|----------------|
| 1) | Air Logic System for Side Loader | 5,768,972 | 6/23/1998 | |
| 2) | Auto Cycle Swivel Mounted Container Handling System | 5,967,731 | 10/19/1999 | |
| | Auto Cycle Swivel Mounted Container Handling System | 5,967,731 | 10/19/1999 | |
| 3) | Automated Side Loader with Offset Loading Hopper with Automated Pivoting Arm (Articulated Omega Arm) | 5,720,589 | 2/24/1998 | |
| | Automated Side Loader with Offset Loading Hopper with Automated Pivoting Arm (Articulated Omega Arm) | 5,720,589 | 2/24/1998 | |
| 4 | Clamshell Basket Loader | 5,775,867 | 7/7/1998 | |
| 5 | Clamshell Basket Loader | 5,919,027 | 7/6/1999 | |
| | Clamshell Basket Loader | 5,919,027 | 7/6/1999 | |
| | Clamshell Basket Loader | 5,919,027 | 7/6/1999 | |
| 6 | Collection Apparatus | 5,797,715 | 8/25/1998 | |
| | Collection Apparatus | 5,797,715 | 8/25/1998 | |
| | Collection Apparatus | 5,797,715 | 8/25/1998 | |
| 7 | Concrete Mixing Drum Fin Structure | 6,149,291 | 11/21/2000 | |
| | Concrete Mixing Drum Fin Structure | 6,149,291 | 11/21/2000 | |
| 8 | Container Grabbing Device (Three-Finger Belt Grabber) | 5,769,592 | 6/23/1998 | |
| | Container Grabbing Device (Three-Finger Belt Grabber) | 5,769,592 | 6/23/1998 | |
| | Container Grabbing Device (Three-Finger Belt Grabber) | 5,769,592 | 6/23/1998 | |
| 9 | Detachable Truck Body and Handling Mechanism | 5,829,946 | 11/3/1998 | |
| 10 | Detachable Truck Body and Handling Mechanism | 5,725,350 | 3/10/1998 | |
| 11 | Drop Floor Split Body Charging Hopper System Having a Dual Linear Packing System | 5,868,543 | 2/9/1999 | |
| | Drop Floor Split Body Charging Hopper System Having a Dual Linear Packing System | 5,868,543 | 2/9/1999 | |
| 12 | Ejection and Compacting System for Refuse Truck (X-Pack System, Compound) | 5,857,822 | 1/12/1999 | |

| | <u>Mark</u> | <u>Reg. No.</u> | <u>Registration Date</u> | <u>Country</u> |
|----|--|-----------------|--------------------------|----------------|
| 13 | Ejection Mechanism for Refuse Trucks | 5,885,049 | 3/23/1999 | |
| | [REDACTED] | [REDACTED] | [REDACTED] | |
| | [REDACTED] | [REDACTED] | [REDACTED] | |
| | [REDACTED] | [REDACTED] | [REDACTED] | |
| | [REDACTED] | [REDACTED] | [REDACTED] | |
| 14 | High-Lift Hydraulic Axle | 4,492,389 | 6/9/1987 | |
| | [REDACTED] | [REDACTED] | [REDACTED] | |
| | [REDACTED] | [REDACTED] | [REDACTED] | |
| | [REDACTED] | [REDACTED] | [REDACTED] | |
| | [REDACTED] | [REDACTED] | [REDACTED] | |
| 15 | Hydraulic Operated System Utilizing Self-Lubricating Connector | 6,089,813 | 7/18/2000 | |
| | [REDACTED] | [REDACTED] | [REDACTED] | |
| | [REDACTED] | [REDACTED] | [REDACTED] | |
| | [REDACTED] | [REDACTED] | [REDACTED] | |
| | [REDACTED] | [REDACTED] | [REDACTED] | |
| | [REDACTED] | [REDACTED] | [REDACTED] | |
| 16 | Innovator III | 5,725,350 | 3/10/1998 | |
| | [REDACTED] | [REDACTED] | [REDACTED] | |
| | [REDACTED] | [REDACTED] | [REDACTED] | |
| | [REDACTED] | [REDACTED] | [REDACTED] | |
| | [REDACTED] | [REDACTED] | [REDACTED] | |
| | [REDACTED] | [REDACTED] | [REDACTED] | |
| 17 | Manual/Automated Side Loader (Drop Bottom, Manual With Automated Arm) | 5,931,628 | 8/3/1999 | |
| 18 | Modular Packer Body | 5,779,300 | 7/14/1998 | |
| 19 | Multi-Compartment Side Bucket Refuse Collection System (Century II, III) | 5,813,818 | 9/29/1998 | USA |
| 20 | Packer Wear Shoes | 5,971,694 | 10/26/1999 | |

