

10-02-2001

Form PTO-1504
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office



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Tab settings ⇨⇨⇨

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

1. Name of conveying party(ies):

Miller Industries, Inc.

9-25-01

- Individual(s)
- 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 Agreement
- Change of Name
- Other _____

Execution Date: July 23, 2001

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal Address: _____

Address: 5th Floor

Street Address: 600 Peachtree Street, NE

City: Atlanta State GA Zip 30308

- Individual(s) citizenship _____
- Association National
- 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
n/a

B. Trademark Registration No.(s)
See Exhibit A

Additional number(s) attached Yes No

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

Name: Schuylla M. Goodson, Esq.

Internal Address: Troutman Sanders LLP

Street Address: 600 Peachtree Street, NE

City: Atlanta State GA Zip: 30308

6. Total number of applications and registrations involved:..... 31

7. Total fee (37 CFR 3.41)..... \$ 790.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

21-1507

(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.

Schuylla M. Goodson

9/25/01

Date

Name of Person Signing

Signature

10/01/2001 DBYRNE 00000115 1223150

Total number of pages including cover sheet, attachments, and document: 11

01 FC:481
02 FC:482

40.00
750.00
All documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments,
Washington, D.C. 20231

EXHIBIT A**Trademark Registrations**

| | <u>Trademark or Service Mark</u> | <u>Registration No.</u> |
|-----|--|--------------------------------|
| 1. | VULCAP | 1,223,150 |
| 2. | VULCAP & DESIGN | 1,228,158 |
| 3. | CRADLE SNATCHER | 1,253,728 |
| 4. | FAST TRACK | 2,007,105 |
| 5. | SNATCHER | 1,478,615 |
| 6. | VULCAN & ANVIL DESIGN | 1,080,196 |
| 7. | VULCAN | 1,235,604 |
| 8. | VULCAN & ANVIL DESIGN | 1,014,366 |
| 9. | WHEEL SNATCHER | 1,415,758 |
| 10. | ROAD ONE | 2,163,581 |
| 11. | DUNRITE | 2,025,109 |
| 12. | FORMULA 1 STYLIZED | 1,415,750 |
| 13. | CENTURY STYLIZED | 1,304,920 |
| 14. | EAGLE BY AMERICAN WHEELIFT SYSTEMS & DESIGN | 1,299,446 |
| 15. | EAGLE CLAW SELF-LOADING WHEELIFT & DESIGN | 1,300,469 |
| 16. | CENTURY | 1,25,896 |
| 17. | STINGER | 1,556,741 |
| 18. | PRO STAR | 1,447,363 |
| 19. | CHAMPION | 1,891,960 |
| 20. | CHALLENGER | 2,026,266 |
| 21. | HOLMES AND DESIGN | 1,919,276 |
| 22. | STREET RUNNER | 1,581,400 |
| 23. | METRO I | 1,379,084 |
| 24. | EAGLE AND DESIGN | 2,073,301 |
| 25. | EAGLE CLAW AND DESIGN | 2,118,860 |
| 26. | HOLMES | 740,555 |
| 27. | 440 HI-POWER | 1,219,704 |
| 28. | HOOKS UP IN SECONDS . . . ALL BY ITSELF | 1,550,876 |
| 29. | CENTURY EXPRESS | 2,412,784 |
| 30. | 1 AND DESIGN | 2,456,690 |
| 31. | INTRUDER | 2,437,633 |

CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT

THIS CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of July 23, 2001, by the Borrowers referred to below in favor of the Collateral Agent, for the benefit of itself, the Letter of Credit Issuer and the Lenders (as such terms are defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among Miller Industries, Inc. and certain of its subsidiaries (each, a "Borrower" and, collectively, the "Borrowers"), The CIT Group/Business Credit, Inc., as Collateral Agent (the "Collateral Agent"), Bank of America, N.A., as Administrative Agent, Syndication Agent and Letter of Credit Issuer, and the financial institutions from time to time party thereto (the "Lenders"), the Lenders have agreed to make the Loans and cause the issuance of the Letters of Credit on behalf of the Borrowers; and

WHEREAS, capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement; and

WHEREAS, the Borrowers will derive substantial benefits, both directly and indirectly, from the Loans; and

WHEREAS, in order to induce the Collateral Agent, the Administrative Agent, the Syndication Agent, the Letter of Credit Issuer and the Lenders to enter into the Credit Agreement and to make the Loans, the Borrowers have agreed to assign to the Collateral Agent, for the benefit of itself, the Letter of Credit Issuer and the Lenders, certain trademark rights as described herein.

NOW, THEREFORE, in consideration of the premises, the Borrowers hereby agree with the Collateral Agent as follows:

1. Grant of Security Interest.

To secure the complete and timely payment and performance of all Obligations, each Borrower hereby grants, assigns and conveys to the Collateral Agent, for the benefit of itself, the Letter of Credit Issuer and the Lenders, a security interest in such Borrower's entire world-wide right, title and interest in and to the trademarks and their respective registrations and applications for registration listed in Schedule A attached hereto and by reference made a part hereof, together with the goodwill of the business symbolized by the trademarks, all licenses relating thereto, and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements (all of which

trademarks, trademark registrations, applications for registration, goodwill, licenses, proceeds, and other rights are collectively called the "Trademarks").

2. Conditional Grant of Security Interest in Additional Trademarks.

If, before the Obligations shall have been satisfied in full and the Commitments shall have been terminated, any Borrower shall have or obtain ownership of any trademark, including any registration or application therefor, with respect to goods sold in any Borrower's business (the "Goods"), the provisions of Section 1 shall automatically apply thereto, and also to any composite marks or other marks of any Borrower which are confusingly similar to such mark, and the Borrowers shall give to the Collateral Agent prompt written notice thereof no less frequently than quarterly. This Section 2 shall not apply to trademarks which are owned by others and licensed to any Borrower. Each Borrower shall perform all acts and execute all documents reasonably requested by the Collateral Agent at any time and from time to time to evidence, perfect, maintain, record and enforce the Collateral Agent's security interest in the Trademarks, including, without limitation, any trademarks falling under this Section 2.

3. Modification of Agreement.

Each Borrower authorizes the Collateral Agent to modify this Agreement by amending **Schedule A** to include any additional trademarks, registrations and applications for registration thereof which are Trademarks under Section 1 or Section 2 hereof, and to have this Agreement, as amended, or any other document evidencing the security interest granted therein, recorded in the U.S. Patent and Trademark Office at the expense of the Borrowers.

4. Remedies Upon Default; Power of Attorney

(a) In addition to the grant of the security interest contained in Sections 1 and 2 hereof, if any Event of Default shall have occurred and be continuing, upon the election of the Collateral Agent, all right, title and interest in and to the Trademarks shall be automatically granted, assigned, conveyed and delivered to the Collateral Agent or its designee. Each Borrower hereby irrevocably constitutes and appoints the Collateral Agent and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of each Borrower and in the name of such Borrower or the Collateral Agent's own name or the name of the Collateral Agent's designee, all acts of said attorney being hereby ratified and confirmed, upon the occurrence and during the continuance of an Event of Default: (i) to complete, date, execute and file, or cause to be filed, the Assignment attached hereto as **Exhibit A** and incorporated hereby by reference (the "Assignment") in the U.S. Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment, including, without limitation, the right (but not the obligation) to prosecute applications in the name of such Borrower or the Collateral Agent, and to take any other actions deemed necessary by the Collateral Agent to maintain such registrations in effect; (ii) to collect proceeds from the Trademarks (including, by way of example, license royalties and proceeds of infringement suits); (iii) to convey, in any transaction authorized by the

Credit Agreement or any other Loan Document, any Goods covered by the registrations applicable to the Trademarks to any purchaser thereof; and (iv) to make payment or to discharge taxes or liens levied or placed upon or threatened against any Goods covered by the Trademarks, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Collateral Agent in its sole discretion, and such payments made by the Collateral Agent to become the obligations of the Borrowers to the Collateral Agent, due and payable immediately without demand. Such power, being coupled with an interest, is irrevocable.

(b) The Collateral Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be enforceable, and, without limiting the generality of the foregoing, the Collateral Agent may, if any Event of Default shall have occurred and be continuing, immediately, without demand or performance and without other notice (except as set forth below) or demand whatsoever to any Borrower, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and after deducting from the proceeds of sale or other disposition of the Trademarks all reasonable expenses (including all actual and reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds in accordance with the Credit Agreement. Notice of any sale or other disposition of the Trademarks shall be given to the Borrowers at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which each Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Collateral Agent or any Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of any Borrower, which right is hereby waived and released. Each Borrower hereby agrees to execute any documents reasonably requested by the Collateral Agent in connection with any disposition hereunder.

(c) Upon the occurrence of the conditional assignment provided for herein, no Borrower shall have any right, title, or interest in or to any of the Trademarks and each Borrower shall cease and desist in the use of the Trademarks and of any colorable imitation thereof, and shall, upon written demand of the Collateral Agent, or pursuant to the terms of the Credit Agreement and the Security Agreement, deliver to the Collateral Agent all Goods bearing the Trademarks.

5. Termination of Agreement.

At such time as the Borrowers shall completely satisfy all of the Obligations (other than contingent indemnification Obligations under the Credit Agreement or any other Loan Document for which no liability then exists, so long as the Collateral Agent determines in its sole discretion that no such contingent indemnification Obligations are likely to become payable by any Borrower in the future) and the Commitments shall have been terminated, the grant, assignment and conveyance hereunder shall automatically terminate, and the Collateral Agent shall execute and deliver to the Borrowers all deeds, assignments and other instruments as may be necessary or

proper to re-vest in the Borrowers title to the Trademarks and the goodwill of the business symbolized by the Trademarks, subject to any disposition thereof which may have been made by the Collateral Agent pursuant hereto.

6. Limitation of Liability and Indemnification.

Each Borrower hereby releases the Collateral Agent, the Letter of Credit Issuer and the Lenders from, and agrees to hold the Collateral Agent, the Letter of Credit Issuer and the Lenders free and harmless from and against, any claims arising out of any action taken or omitted to be taken with respect to the Trademarks (except to the extent of the Collateral Agent's, the Letter of Credit Issuer's or the Lenders' gross negligence or willful misconduct), and each Borrower agrees to indemnify the Collateral Agent, the Letter of Credit Issuer and the Lenders from and against any and all claims, demands, suits, losses, damages or other expenses (including actual and reasonable attorneys' fees) arising from or in any way related to the Trademarks and any trademark infringement claim (except to the extent of the Collateral Agent's, the Letter of Credit Issuer's or the Lenders' gross negligence or willful misconduct).

7. Waiver and Amendment.

(a) No course of dealing between any Borrower and the Collateral Agent, the Letter of Credit Issuer or the Lenders, nor any failure to exercise, nor any delay in exercising, on the part of the Collateral Agent, the Letter of Credit Issuer or the Lenders, any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(b) This Agreement is subject to modification only by a writing signed by the parties hereto.

8. Cumulative Rights.

All of the Collateral Agent's, the Letter of Credit Issuer's and the Lenders' rights and remedies with respect to the Trademarks, whether established hereby or under the other Loan Documents, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

9. Severability.

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 this Agreement in any jurisdiction.

10. Survival.

The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

11. Counterparts.

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

12. Choice of Law.

The validity, construction and enforcement of this Agreement and the determination of the rights and duties of the parties hereto shall be governed by, and construed and enforced in accordance with, the internal laws in effect in the State of Georgia.

[SIGNATURES BEGIN ON NEXT PAGE]


IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ACKERMAN WRECKER SERVICE, INC.
A-EXCELLENCE TOWING CO.
ALL AMERICAN TOWING SERVICES, INC.
ALLIED GARDENS TOWING, INC.
ALLIED TOWING AND RECOVERY, INC.
ALTAMONTE TOWING, INC.
ANDERSON TOWING SERVICE, INC.
APACO, INC.
ARROW WRECKER SERVICE, INC.
A TO Z ENTERPRISES, INC.
B&B ASSOCIATED INDUSTRIES, INC.
B-G TOWING, INC.
BEAR TRANSPORTATION, INC.
BEATY TOWING & RECOVERY, INC.
BERT'S TOWING RECOVERY CORPORATION
BOB BOLIN SERVICES, INC.
BOB'S AUTO SERVICE, INC.
BOB VINCENT AND SONS WRECKER SERVICE, INC.
BOULEVARD & TRUMBULL TOWING, INC.
BREWER'S, INC.
BRYRICH CORPORATION
C&L TOWING SERVICES, INC.
CAL WEST TOWING, INC.
CARDINAL CENTRE ENTERPRISES, INC.
CEDAR BLUFF 24 HOUR TOWING, INC.
CENTRAL VALLEY TOWING, INC.
CENTURY HOLDINGS, INC.
CHAD'S, INC.
CHAMPION CARRIER CORPORATION
CHEVRON, INC.
CHICAGO METRO SERVICES, INC.
CLARENCE CORNISH AUTOMOTIVE SERVICE, INC.
CLEVELAND VEHICLE DETENTION CENTER, INC.
COFFEY'S TOWING, INC.
COLEMAN'S TOWING & RECOVERY, INC.
COMPETITION WHEELIFT, INC.
D.A. HANELINE, INC.
DVREX, INC.
DICK'S TOWING & ROAD SERVICE, INC.
DOLLAR ENTERPRISES, INC.
DON'S TOWING, INC.
DUGGER'S SERVICES, INC.**

DUN-RITE TOWING INC.
DURU, INC.
E.B.T., INC.
EXPORT ENTERPRISES, INC.
GARY'S TOWING & SALVAGE POOL, INC.
GOLDEN WEST TOWING EQUIPMENT INC.
GOOD MECHANIC AUTO CO. OF RICHFIELD, INC.
GREAT AMERICA TOWING, INC.
GREG'S TOWING, INC.
H&H TOWING ENTERPRISES, INC.
HALL'S TOWING SERVICE, INC.
HENDRICKSON TOWING, INC.
H.M.R. ENTERPRISES, INC.
INTERSTATE TOWING & RECOVERY, INC.
KAUFF'S, INC.
KAUFF'S OF FT. PIERCE, INC.
KAUFF'S OF MIAMI, INC.
KAUFFS OF PALM BEACH, INC.
KEN'S TOWING, INC.
KING AUTOMOTIVE & INDUSTRIAL
EQUIPMENT, INC.
LAZER TOW SERVICES, INC.
LEVESQUE'S AUTO SERVICE, INC.
LWKR, INC.
LINCOLN TOWING ENTERPRISES, INC.
M&M TOWING AND RECOVERY, INC.
MAEJO, INC.
MEL'S ACQUISITION CORP.
MERL'S TOWING SERVICE, INC.
MID AMERICA WRECKER & EQUIPMENT
SALES, INC. OF COLORADO
MIKE'S WRECKER SERVICE, INC.
MILLER FINANCIAL SERVICES GROUP, INC.
MILLER/GREENEVILLE, INC.
MILLER INDUSTRIES DISTRIBUTING, INC.
MILLER INDUSTRIES, INC.
MILLER INDUSTRIES INTERNATIONAL, INC.
MILLER INDUSTRIES TOWING EQUIPMENT INC.
MOORE'S SERVICE & TOWING, INC.
MOORE'S TOWING SERVICE, INC.
MOSTELLER'S GARAGE, INC.
MURPHY'S TOWING, INC.
OFFICIAL TOWING, INC.
O'HARE TRUCK SERVICE, INC.

P.A.T., INC.
PIPES ENTERPRISES, INC.
PRO-TOW, INC.
PULLEN'S TRUCK CENTER, INC.
PURPOSE, INC.
RAR ENTERPRISES, INC.
RANDY'S HIGH COUNTRY TOWING, INC.
RAY HARRIS, INC.
RMA ACQUISITION CORP.
RRIC ACQUISITION CORP.
RAY'S TOWING, INC.
RECOVERY SERVICES, INC.
RTIEX, INC.
RBEX INC.
ROAD ONE, INC.
ROADONE EMPLOYEE SERVICES, INC.
ROAD ONE INSURANCE SERVICES, INC.
ROAD ONE SERVICE, INC.
ROADONE SPECIALIZED TRANSPORTATION, INC.
ROADONE TRANSPORTATION AND LOGISTICS,
INC.
R.M.W.S., INC.
SANDY'S AUTO & TRUCK SERVICE, INC.
SAKSTRUP TOWING, INC.
SONOMA CIRCUITS, INC.
SOUTHERN WRECKER CENTER, INC.
SOUTHERN WRECKER SALES, INC.
SOUTHWEST TRANSPORT, INC.
SPEED'S AUTOMOTIVE, INC.
SPEED'S RENTALS, INC.
SROGA'S AUTOMOTIVE SERVICES, INC.
SUBURBAN WRECKER SERVICE, INC.
TEAM TOWING AND RECOVERY, INC.
TED'S OF FAYVILLE, INC.
TEXAS TOWING CORPORATION
THOMPSON'S WRECKER SERVICE, INC.
TOW PRO CUSTOM TOWING & HAULING,
INC.
TREASURE COAST TOWING, INC.
TREASURE COAST TOWING OF MARTIN COUNTY,
INC.
TRUCK SALES & SALVAGE CO., INC.
WALKER TOWING, INC.
WES'S SERVICE INCORPORATED

WESTERN TOWING; MCCLURE/EARLEY
ENTERPRISES, INC.
WHITEY'S TOWING, INC.
WILTSE TOWING, INC.
ZEBRA TOWING, INC.
ZEHNER TOWING & RECOVERY, INC.

By:  _____
Frank Madonia

Attorney-in-Fact for each of the above-named Borrowers