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(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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TRADEMARKS ONLY

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

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):

Wisconsin Motors, LLC

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Limited Liability Company

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: September 10, 2001

2. Name and address of receiving party(ies)

Name: Bank One Wisconsin

Internal Address:

Street Address: 20975 Swenson Drive, #110

City: Waukesha State: WI Zip: 53186

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,908,147, 1,913,008, 1,911,101, 1,944,950

Additional number(s) attached Yes No

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

Name: Scott J. Grady, The Schroeder Group, S.C.

Internal Address:

Street Address: 20800 Swenson Drive, #475

City: Waukesha State: WI Zip: 53186

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41) \$ 115.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(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.

Scott J. Grady

Name of Person Signing

00000216 1908147

Signature

October 22, 2001

Date

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

02/08/2002 BYRNE

01 FC:481, 02 FC:482

40.00 OP, 75.00 OP

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

TRADEMARK REEL: 002440 FRAME: 0591

## **COLLATERAL ASSIGNMENT OF TRADEMARK**

THIS Assignment and agreement is made of the 10<sup>th</sup> day of September, 2001, by and between Wisconsin Motors, LLC, a Wisconsin limited liability company ("Assignor") and Bank One, Wisconsin, ("Secured Party").

WHEREAS, Assignor and Secured Party have entered into a certain Term Credit Agreement and Revolving Credit Agreement dated as of August 13, 2001, as amended pursuant to a certain Second Amendment to Term Credit Agreement and Revolving Credit Agreement of even date herewith, (the "Agreement") pursuant to which Secured Party has advanced additional credit to the Assignor;

WHEREAS, the Secured Party desires to obtain a security interest in certain collateral described herein to secure Assignor's obligations to the Secured Party, and Assignor is willing to grant such security interest.

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignor does hereby grant a security interest in and pledge, assign, sell, set over, transfer and convey, unto Secured Party, and its successors or assigns, all of the rights, title and interest of Assignor presently existing or hereafter arising in and to the Collateral described in Section 2 below, to secure, all debts, obligations and liabilities of the Assignor to Secured Party arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Secured Party to Assignor, or to any Assignor and another, or to another guaranteed or endorsed by Assignor ("Obligations"). This assignment is made as collateral security to induce the Secured Party to extend credit to the Assignor. The rights of the Secured Party in the Collateral afforded hereby shall continue until said Obligations

be discharged by actual payment thereof and shall not be invalidated or impaired so long as said Obligations remain unpaid.

2. The property which is subject to this assignment and the security interest created by this Assignment consists of the following:

Mark: "Wis-Con Total Power"  
Reg. No: 1,908,147  
Issued: 8/1/1995  
Country: US

Mark: "Horse Design Logo" Design trademark  
Reg. No.: 1,913,008  
Issued: 8/22/1995  
Country: US

Mark: "4-Triangle Logo" Design trademark  
Reg. No.: 1,911,101  
Issued: 8/15/1995  
Country: US

Mark: "Wisconsin"  
Reg. No.: 1,944,950  
Issued: January 2, 1996  
Country: US

Mark: "Wisconsin"  
Reg. No.: 291/65  
Issued: 8/10/1992  
Country: Saudi Arabia

**Unregistered Marks:**

Wisconsin Robin  
Wisconsin Heavy Duty Engines  
Wisconsin Air Cooled  
"Wisconsin Air Cooled" Design trademark  
"Wisconsin & Clock emblem" Design trademark  
"New Horse" Design trademark,

together with (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; (d) all rights of action accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof; (e) all general intangibles, whether now existing

or hereafter arising, and all proceeds and products of the foregoing (the "Collateral").

3. Assignor represents and warrants as follows:
  - 3.1 Assignor is the sole and exclusive owner of the entire right, title and interest into each mark, free and clear of any liens, charges and encumbrances, including, without limitation, licenses;
  - 3.2 Assignor has the unqualified right to enter into this Agreement and to perform its terms;
  - 3.3 Assignor agrees that until the Obligations of the Assignor to the Secured Party, have been satisfied in full, will not enter into any licensing agreement or other agreement which is inconsistent with Assignor's obligations under this Agreement without Secured Party's prior written consent.
4. In the event Assignor acquires additional rights to any marks while the Obligations are outstanding, the provisions of Section 1 shall automatically apply thereto and the Assignor shall provide prompt notice to the Secured Party thereof in writing.
5. Unless and until there shall have occurred and be continuing an event of default under the Agreement, the Secured Party hereby grants to Assignor, the exclusive, non-transferrable right and license to use the marks for Assignor's own benefit and for none other. Assignor agrees not to sell, assign, or otherwise transfer its interest in, or grant any license or sub-license under any license granted to the Assignor in this Section without the prior written consent of the Secured Party.

6. In the event of any default under the Agreement, Assignor's license as set forth in Section 5, shall terminate immediately, and Secured Party shall have, in addition to all other rights and remedies under this Agreement, those allowed by law, including, without limitation, the rights and remedies of a Secured Party provided for by the Wisconsin Uniform Commercial Code as well as any other applicable law or any document relating to the Obligations. With respect to such rights and remedies, (i) written notice when required by law sent to the address of Assignor in the Agreement at least ten (10) calendar days (counting the day of sending) for the date of a proposed disposition of the Collateral assigned hereunder is reasonable notice; (ii) Assignor shall reimburse the Secured Party for any expense incurred by the Secured Party in protecting or enforcing its rights under this Assignment, including, without limitation, a reasonable attorneys fees and legal expenses and all expenses of taking possessions, holding, preparing for disposition, disposing of the Collateral, and after deduction of such expenses, the Secured Party may apply the proceeds of disposition to the Obligations in such order and amounts as it may elect; and (iii) the Secured Party may waive any default without waiving any other subsequent or prior default under the Obligations.
7. Secured Party may waive any default without waiving any other subsequent or prior default by Assignor.
8. The Assignor waives notice of the creation or payment of any of the Obligations and acceptance of this Assignment.

9. The validity, construction and enforcement of this Assignment are governed by the internal laws of Wisconsin, except to the extent superseded by federal law. All terms not otherwise defined have the meaning assigned to them by the Wisconsin Uniform Commercial Code. Invalidity of any provision of this Assignment shall not affect the validity of any other provision.
10. Assignor shall pay all expenses and, upon request, take any action reasonably deemed advisable by Secured Party to preserve the Collateral or to establish, evidence, determine and maintain priority of, perfect, continue perfected, terminate and/or enforce Secured party's interest in it or rights under this Agreement. Assignor authorizes Secured Party to file Uniform Commercial Code financing statements describing the Collateral and amendments to such financing statements and ratifies any such financing statement or amendment filed prior to the date of this Agreement. Assignor authorizes the Secured Party to record this Assignment with the U.S. Patent and Trademark Office, or any other authorities. Assignor will cooperate with Secured Party in obtaining control of Collateral and other security for the Obligations for which control may be required to perfect Secured Party's security interest under applicable law.
11. If Assignor fails to perform any of Assignor's duties set forth in this Assignment or in any evidence of or document relating to the Obligations, Secured Party is authorized, in Assignor's name or otherwise, to take any such action including without limitation signing Assignor's name or paying any amount so required, and the costs shall be one of the Obligations

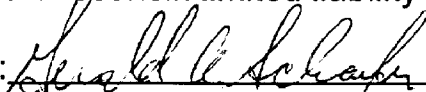
secured by this Assignment and shall be payable by Assignor upon demand with interest from the date of payment by Secured Party at the highest rate stated in any evidence of any Obligation but not in excess of the maximum rate permitted by law.

12. Assignor's exact legal name is as set forth below. The address of Assignor's place of business, or if Assignor has more than one place of business, the address of Assignor's chief executive office, is as set forth below. Assignor shall not change Assignor's legal name or address without providing at least 30 days prior written notice of the change to Secured Party.
13. The type of organization and the state under whose law it is organized are as set forth below. Assignor shall not change its type of organization or state under whose law it is organized and shall preserve its organizational existence, and Assignor or whether or not Assignor is an organization shall not, in one transaction or in a series of related transactions, merge into or consolidate with any other organization, change Assignor's legal structure or sell or transfer all or substantially all of Assignor's assets.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Assignment as of the date first set forth above.

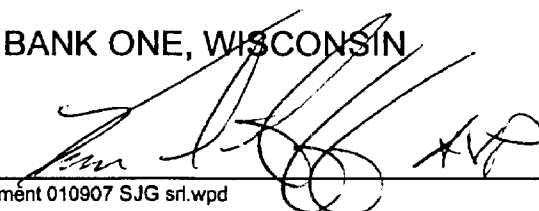
Address:  
2021 MacArthur Road  
Waukesha, WI 53188

WISCONSIN MOTORS, LLC,  
a Wisconsin limited liability company

By:   
Gerald A. Schaefer, President and Manager

Address:  
20975 Swenson Drive, Suite 110  
Waukesha, WI 53186

BANK ONE, WISCONSIN

By: 

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