

05-01-2002

COVER SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



102078906

9-11-01

To the Honorable Commissioner

of the attached original documents or copy thereof.

Name of conveying party(ies): 9/1/01
Pierce Manufacturing Inc.

2. Name and address of receiving party(ies)
Name: Bank of America, N.A. (f/k/a Bank of America National Trust and Savings Association
Internal Address: _____

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 assignments)

Additional name(s) & address(es) attached? Yes No

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

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

Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other July 23, 2001

Execution Date: Second Reaffirmation and Amendment Agreement

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: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

- 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)

09/14/2001 TDIAZ1 00000032 1855021

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 125.00 OP

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

Laura Konrath
Signature

9/6/01
Date

Total number of pages including cover sheet, attachments, and document: 6

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

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

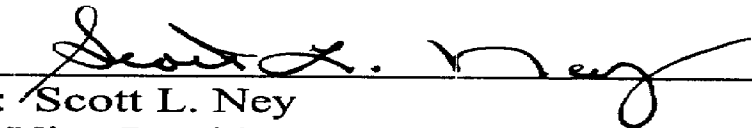
PIERCE MANUFACTURING INC.

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

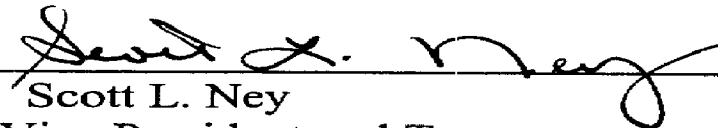
PIERCE WESTERN REGION REFURBISHMENT
CENTER, INC.

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

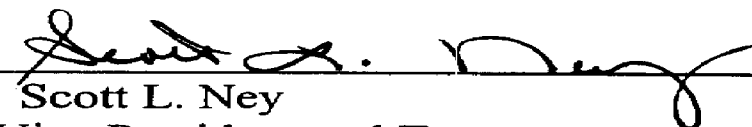
SUMMIT PERFORMANCE SYSTEMS, INC.

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

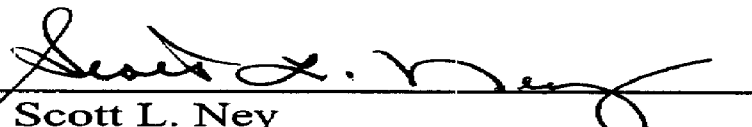
TOTAL MIXER TECHNOLOGIES CORPORATION

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

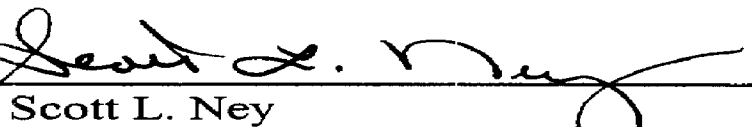
By: 
Name: Scott L. Ney
Title: Vice President and Treasurer

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]	
	[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]	
	[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	
	Multi-Compartment Side Bucket	5,813,818	9/29/1998	USA
19	Refuse Collection System (Century II, III)			
20	Packer Wear Shoes	5,971,694	10/26/1999	

	<u>Mark</u>	<u>Reg. No.</u>	<u>Registration Date</u>	<u>Country</u>
21	Packer Wear Shoes	6,123,500	9/26/2000	
	Polym... Composite Discs for C... Handling a V...	
22	Push Out Ejection System for Refuse Trucks	5,785,487	7/28/1998	
	
	
	
	
23	Replacement Ejector Slide Tubes	6,062,803	5/16/2000	
24	Replacement Wear System	5,785,486	7/28/1998	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
25	Swivel Mounted Container Handling System	5,833,429	11/10/1998	
	
	
	
26	Tag Axle for Refuse Truck	6,123,347	9/26/2000	
	
	
	
	

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

UNITED STATES PATENT APPLICATIONS

	<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Country</u>
	[REDACTED]		[REDACTED]	
	[REDACTED]			
	[REDACTED]			
27	Auxiliary Axle Control System		9/24/1999	
28	Axle Attachment Arrangement for Tag Axle	09/510,977	2/21/2000	
29	Discharge Chute Control System		2/16/2000	
30	Oshkosh Axle Attachment Arrangement for Tag Axle	09/510,977	6/1/2000	
31	Oshkosh Latch Assembly Arrangement for Tag Axle	09/507,606	2/21/2000	
32	Oshkosh Swing-Frame Pivot Assembly for Tag Axle	09/507,608	2/21/2000	
33	Refuse Collection System		1/20/2000	
34	Tag Axle for Refuse Truck		5/7/1998	

[REDACTED]

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Country</u>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

UNITED STATES AND FOREIGN TRADEMARK APPLICATIONS

	<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Country</u>
	_____	_____	_____	_____
	_____	_____	_____	_____
3	Bucket Loader	75/926,090	2/23/2000	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
4	Maxrod	76/137,216	9/28/2000	_____
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	_____	_____	_____	_____
	_____	_____	_____	_____
5	Pacific Series Front Loader and Design	76/027,202	4/17/2000	_____
6	RPM and Design (Refuse Preventive Maintenance)	76/017,314	4/4/2000	_____
7	_____	_____	_____	_____
8	_____	_____	_____	_____
9	SMS Sliding Mixer System	76/116,805	8/24/2000	_____
10	Wall of Steel	75/926,091	2/23/2000	_____

~~_____~~ KS

WINSTON & STRAWN

43 RUE DU RHONE
1204 GENEVA, SWITZERLAND

38TH FLOOR
333 SOUTH GRAND AVENUE
LOS ANGELES, CALIFORNIA 90071-1543

200 PARK AVENUE
NEW YORK, NEW YORK 10166-4193

WRITER'S DIRECT DIAL NUMBER
(312) 558-6352

35 WEST WACKER DRIVE
CHICAGO, ILLINOIS 60601-9703

(312) 558-5600

FACSIMILE (312) 558-5700

www.winston.com

21 AVENUE VICTOR HUGO
75116 PARIS, FRANCE

1400 L STREET, N.W.
WASHINGTON, D.C. 20005-3502

April 9, 2002

CERTIFIED MAIL/R.R.R.

U.S. Patent & Trademark Office
Assignment Division
Box Assignments
CG-4
1213 Jefferson Davis Hwy.
Suite 320
Washington, DC 20231
Attn: Lazena Martin

Dear Lazena:

We are returning our document recorded at Reed 2430/Frame 0072. Please revise the recording date back to our ORIGINAL recording date of September 11, 2001. (We note you asked for a correction in November 2001, but we responded to your request within 30 days (Per 37 CFR 1.8) and should retain our original September 2001 filing date.

Thank you for your assistance in this matter. We look forward to receiving the revised document at your earliest convenience.

Very truly yours,
WINSTON & STRAWN



Laura L. Konrath
Senior Legal Assistant

LLK:cl

OFFICE OF THE
REGISTERED MAIL
FINANCE SECTION
APR 11 2002

WINSTON & STRAWN

43 RUE DU RHONE
1204 GENEVA, SWITZERLAND

444 SOUTH FLOWER STREET
LOS ANGELES, CALIFORNIA 90071-2911

200 PARK AVENUE
NEW YORK, NEW YORK 10166-4193

WRITER'S DIRECT DIAL NUMBER
(312) 558-6352

35 WEST WACKER DRIVE
CHICAGO, ILLINOIS 60601-9703

(312) 558-5600

FACSIMILE (312) 558-5700

www.winston.com

21 AVENUE VICTOR HUGO
75116 PARIS, FRANCE

1400 L STREET, N.W.
WASHINGTON, D.C. 20005-3502

August 30, 2001

CERTIFIED MAIL/R.R.R.

Commissioner of Patent and Trademarks
Box Assignments
Washington, D.C. 20231
Attn: Trademark Assignment Department

Re: Bank of America/Oshkosh/Pierce Manufacturing

Dear Commissioner:

Enclosed is a Second Reaffirmation and Amendment Agreement together with a check in the amount of \$165.00 payable to the Commissioner of Patents and Trademarks for the assignment recordation fees.

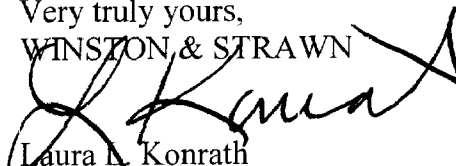
Please file the enclosed with the Trademark Assignment Department of the U.S. Patent and Trademark Office. When the filing process is completed, please send the file-stamped document to the following address:

Laura L. Konrath
WINSTON & STRAWN
35 W. Wacker Drive
Chicago, IL 60601

Should you require any additional information, please do not hesitate to call.

Thank you for your attention to this matter.

Very truly yours,
WINSTON & STRAWN



Laura L. Konrath
Senior Legal Assistant

LLK:cl
Enclosures

TRADEMARK
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CERTIFICATE OF CERTIFIED MAIL/RETURN RECEIPT

Certified Mail mailing label number: 7001 1140 - 0001 -
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6352

I hereby certify that the foregoing documents are being deposited with the United States Postal Service as Certified Mail/Return Receipt, in an envelope addressed to the U.S. Patent and Trademark Office, Assignment Division, Box Assignments, CG-4, 1213 Jefferson Davis Hwy., Suite 320, Washington, D.C. 20231, Attn: Lazena Martin on this date of 12/11/01.

