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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies): Western Diesel Services, Inc.
[ ] Individual(s) [ ] Association
[ ] General Partnership [ ] Limited Partnership
[X] Corporation-Delaware
[ ] Other
Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No
3. Nature of conveyance:
[ ] Assignment [ ] Merger
[X] Security Agreement [ ] Change of Name
[ ] Other
Execution Date: 07/09/2002

2. Name and address of receiving party(ies)
Name: U.S. Bank National Association
Internal Address: One US Bank Plaza - SL,TW 07CP
Street Address: 7th Street and Washington
City: St. Louis State: Missouri Zip: 63101
[ ] Individual(s) citizenship
[ ] Association
[ ] General Partnership
[ ] Limited Partnership
[ ] Corporation-State
[X] Other: national banking association
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 [X] No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
Additional number(s) attached [ ] Yes [X] No

B. Trademark Registration No.(s)
1,959,879 2,049,522
Additional number(s) attached [ ] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: John W. Finger
Internal Address: Stinson Morrison Hecker LLP
Street Address: 100 South Fourth Street, Suite 700
City: St. Louis State: Missouri Zip: 63102-1823

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41) \$ 65.00
[ ] Enclosed
[X] Authorized to be charged to deposit account
8. Deposit account number: 19-4409
(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.
Andrea F. Sellers Signature Date July 11, 2002

Total number of pages including cover sheet, attachments, and document: 4

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

**TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (the "Trademark Security Agreement") dated as of the 9 day of July, 2002, is from Western Diesel Services, Inc., a Delaware corporation doing business as CK Power Products ("Debtor"), to U.S. Bank National Association, a national banking association ("Secured Party").

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Debtor and Secured Party (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Secured Party has agreed to make certain loans to Debtor; and

WHEREAS, the execution of this Trademark Security Agreement is a condition precedent to the closing of the Credit Agreement.

NOW, THEREFORE, Debtor and Secured Party hereby agree as follows:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Debtor hereby grants a security interest in all rights, title and interests it now has or hereafter acquires in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks, including those referred to on Exhibit A hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

The security interests granted pursuant to the Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Amended and Restated Security Agreement dated as of the date hereof by and between Debtor and Secured Party (the "Security Agreement"). Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Assignment and Security Agreement to be executed and delivered by its duly authorized officer as of the date set forth above.

WESTERN DIESEL SERVICES, INC.

By: [Signature]  
Name: JOHN R. COSTELLO  
Title: CEO

U.S. BANK NATIONAL ASSOCIATION

By: [Signature]  
Name: TIMOTHY M. SWEENEY  
Title: Vice President

EXHIBIT A  
TRADEMARKS

<u>Trademark No.</u>	<u>Date Issued</u>	<u>Description</u>
1,959,879	3/5/96	CK Power
2,049,522	4/1/97	CK Power