

06-19-2002

FORM PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)



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

Tab settings

102126922

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

1. Name of conveying party(ies): 6-19-02  
**Dayco Products, LLC, as successor-in-interest to Dayco Products, Inc.**

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

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

2. Name and address of receiving party(ies):  
Name: JPMorgan Chase Bank, as Administrative Agent  
Internal Address: \_\_\_\_\_  
Street Address: P.O. Box 2558  
City: Houston State: TX ZIP: 77252

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other New York banking corporation

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

3. Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                   Change of Name  
 Other \_\_\_\_\_

Execution Date: May 31, 2002

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
See Attached Continuation of Item Four

B. Trademark Registration No.(s)  
See Attached Continuation of Item Four

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Alison Winick, Esq.  
Internal Address: Simpson Thacher & Bartlett  
\_\_\_\_\_  
Street Address: 425 Lexington Avenue  
\_\_\_\_\_  
City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): ..... \$1,840.00  
 Enclosed  
 Authorized to be charged to credit card

8. Deposit account number:  
\_\_\_\_\_

06/19/2002 BYRME 00000204 1650155

DO NOT USE THIS SPACE

01 FC:481  
02 FC:482

40.00 OP  
1800.00 OP

Alison Winick, Esq.  
Name of Person Signing

Signature

June 18, 2002

Date

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

8

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

TRADEMARK  
REEL: 002522 FRAME: 0696

**CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET****4. Application number(s) or registration numbers:**

<b>SERIAL NO.</b>
75/931,050

<b>REG. NO.</b>	<b>REG. NO.</b>	<b>REG. NO.</b>	<b>REG. NO.</b>
1,650,155	1,689,837	1,816,871	999,555
1,493,547	1,504,849	832,920	1,151,036
1,868,010	879,953	826,412	1,243,988
791,413	869,648	1,558,000	1,243,986
849,820	716,473	918,500	1,272,413
1,251,093	716,472	1,042,118	274,556
1,056,610	1,961,341	850,603	1,479,618
1,160,668	1,260,011	1,272,696	1,002,590
719,321	1,098,067	1,492,234	936,087
1,391,387	1,248,283	1,263,553	1,385,162
424,888	1,266,305	1,791,503	1,243,987
762,993	713,526	1,868,012	540,138
983,147	1,508,598	1,141,321	1,889,620
983,262	1,210,283	1,556,735	1,124,505
826,372	1,234,441	808,101	1,153,686
1,258,003	1,261,708	950,228	413,577
1,248,721	1,190,689	721,336	1,238,358
1,647,865	1,254,533	1,207,132	1,031,401

## GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of May 31, 2002 is made by DAYCO PRODUCTS, LLC, a Delaware limited liability company, as successor-in-interest to DAYCO PRODUCTS, INC., (the "US Borrower"), in favor of JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank), a New York banking corporation, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of September 14, 2000 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among MIV Holdings S.A., a company organized under the laws of Luxembourg, MIV Acquisition Corporation, a Delaware corporation, Mark IV Industries, Inc., a Delaware corporation, the US Borrower, Dayco Europe SrL and Lombardini SrL, each a company organized under the laws of Italy, the European Borrowers (as defined in the Credit Agreement) from time to time parties to the Credit Agreement, the Lenders and the Administrative Agent.

### W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the US Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the US Borrower and certain other subsidiaries of the US Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of September 14, 2000, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the US Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the US Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the US Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The US Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the US Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The US Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DAYCO PRODUCTS, LLC, as successor-in-interest to  
DAYCO PRODUCTS, INC.

By:   
Name: *Mark G. Barberis*  
Title: *Secretary & Treasurer*

STATE OF New York )  
 ) ss  
COUNTY OF Erie )

On the 31 day of May, 2002, before me personally came Mark G. Barberio, who is personally known to me to be the Secretary & Treasurer of Dayco Products, LLC, a Delaware limited liability company, as successor-in-interest to Dayco Products, Inc.; who, being duly sworn, did depose and say that she/he is the Secretary & Treasurer in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the limited liability company; and that she/he acknowledged said instrument to be the free act and deed of said limited liability company.

Joann E. Eckert  
Notary Public **Joann E. Eckert**  
**Notary Public - State of New York**  
**No. 01EC6066890**  
**Qualified in Erie County**  
**My Commission Expires 1/26/2004**

(PLACE STAMP AND SEAL ABOVE)

## SCHEDULE A

### U.S. Trademark Applications

<b>TITLE</b>	<b>SERIAL NO.</b>
NO SLACK	75/931,050

### U.S. Trademark Registrations

<b>TITLE</b>	<b>REG. NO.</b>
ACSM	1,650,155
ADDEM	1,493,547
ARAMAX	1,868,010
AUTOFLEX	791,413
DESIGN ONLY	849,820
CABOOSE	1,251,093
CLAMP-FINDER	1,056,610
CON-FLEX	1,160,668
DA 358	719,321
DAYCO	1,391,387
DAYCO	424,888
DAYCO	762,993
DAYCO	983,147
DAYCO	983,262
DESIGN ONLY	826,372
DAYCO BLACK BELT EXPERTS	1,258,003
DAYCO BLACK BELT EXPERTS	1,248,721
DAYCO	1,647,865
DAYCO	1,689,837

TITLE	REG. NO.
DIAMOND BACK	1,504,849
DRIVE RITE	879,953
DUR-A-SHIELD	869,648
DUR-A-VAC	716,473
DUR-A-WALL	716,472
DURA MAX	1,961,341
DURAFLEX	1,260,011
DURAGUARD	1,098,067
DURAGUARD	1,248,283
DURAVENT	1,266,305
DYNAFLEX	713,526
E DAYCO COMMITTED TO EXCELLENCE	1,508,598
EQUI-MATCH	1,210,283
FACTFINDER	1,234,441
FACTFINDER	1,261,708
FLARE-VENT	1,190,689
GOLD LABEL	1,254,533
GOLD LABEL	1,816,871
GOLD LABEL	832,920
GPL	826,412
DESIGN ONLY	1,558,000
INSULONE	918,500
INSURE	1,042,118
KWIK-FLEX	850,603
LIFELINE	1,272,696
MADE RIGHT. USA HERE!	1,492,234
TOP COG	1,263,553
TOPMAX	1,791,503

<b>TITLE</b>	<b>REG. NO.</b>
TOUR	1,868,012
TRI-BON-FLEX	1,141,321
ULTIMAX	1,556,735
UNI-V	808,101
DESIGN ONLY	950,228
MAXIMAIRE	721,336
MOR-LOK	1,207,132
MULTI-RIB	999,555
NYL.CORD	1,151,036
ONE FOR THE ROAD	1,243,988
ONE FOR THE ROAD 1	1,243,986
PERMA-TITE	1,272,413
PETROFLEX	274,556
POLY COG	1,479,618
POLY-RIB	1,002,590
QUICK-FIT	936,087
RAINCHECK	1,385,162
DESIGN ONLY	1,243,987
ROAD KING Stylized Letters	540,138
RPP	1,889,620
S-BELT	1,124,505
SPIRA-BEAD	1,153,686
STIFLEX	413,577
SUPER-VENT	1,238,358
THE INCREDIBLE MAX	1,031,401