

06-19-2002



102126919

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

1. Name of conveying party(ies):

Mark IV Industries, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State (DE)  
☐ 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: May 31, 2002

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: 77052

- ☐ 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

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

A. Trademark Application No.(s)

75/807,002

B. Trademark Registration No.(s)

1,209,734 ; 922,277 ; 975,606 ; 1,424,646 ; 1,004,836

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:

6

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

- ☐ Enclosed  
☒ Authorized to be charged to credit card

8. Deposit account number:

06/19/2002 DBYRME 00000207 75807002

DO NOT USE THIS SPACE

01 FC:441  
02 FC:482

40.00 DP  
125.00 DP

Alison Winick, Esq.  
Name of Person Signing

Signature

June 18, 2002  
Date

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

5

## 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 MARK IV INDUSTRIES, INC., a Delaware corporation (the "Obligor"), 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, the Obligor, Dayco Products, LLC, a Delaware limited liability company, 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 Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein; and

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrowers to make valuable transfers to the Obligor in connection with the operation of its business; and

WHEREAS, in connection with the Credit Agreement, the Obligor has 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, Obligor 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, Obligor 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 Borrowers pursuant to the Credit Agreement, Obligor 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. Obligor 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 Obligor 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. Obligor 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.

MARK IV INDUSTRIES, INC.

By: 

Name:

Title:

**MARK G. BARBERIO**  
**VICE PRESIDENT - FINANCE**  
**SECRETARY AND 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 V.P., Sec. & Treasurer of  
Mark IV Industries, Inc., a Delaware corporation; who, being duly sworn, did depose and say  
that ~~she~~/he is the V.P., Sec. & Treasurer in such corporation, the corporation described in  
and which executed the foregoing instrument; that she/he executed and delivered said instrument  
pursuant to authority given by the Board of Directors of such corporation; and that she/he  
acknowledged said instrument to be the free act and deed of said corporation.

Joann E. Eckert  
Notary Public  
Joann E. Eckert  
Notary Public - State of New York  
No. 01EC6066890  
Qualified in Erie County  
My Commission Expires 12/31/2004

(PLACE STAMP AND SEAL ABOVE)

## **SCHEDULE A**

### **U.S. Trademark Applications**

<b>TITLE</b>	<b>SERIAL NO.</b>
POLARIS VINYL	75/807,002

### **U.S. Trademark Registrations**

<b>TITLE</b>	<b>REG. NO.</b>
CARPLUGS	1,209,734
COMPU-MATE	922,277
FLEX TEMP	975,606
MOKON	1,424,646
SLEEVE-WEB	1,004,836