

10-23-2002



COVER SHEET
ONLY

U.S. DEPARTMENT OF
Patent and Trademark

10-23-02

Tab settings

102257678

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

1. Name of conveying party(ies):
ACME Leasing, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Delaware 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

October 15, 2002

Execution Date:

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as Agent

Internal Address:

Street Address : 311 South Wacker Drive, Ste 6400

City: Chicago State: IL Zip: 60606

☐ Individual(s) citizenship

☐ Association

☐ General Partnership

☐ Limited Partnership

☒ Corporation State Delaware

☐ Other

If assignee is not domiciled in the United States, a 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 trademark

A. Trademark Application No.(s)
- NONE -

B. Trademark Registration

- 1,781,317 - 2,010,589 -

Additional numbers attached? NO

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

Name: Rebecca L. Foley

Internal Address: 16th Floor

Street Address: Katten Muchin Zavis Rosenman

525 W. Monroe

City: Chicago Stat IL ZIP 60661

6. Total number of applications and registrations

2

7. Total fee (37 CFR) \$ 65.00

☒ Enclosed

☐ Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

10/24/2002 6T0R11 00000049 1781317

DO NOT USE THIS SPACE

01 FC:AS21 40.00 DP
02 FC:AS22 25.00 DP

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 of the original document.

Rebecca L. Foley

Name of Person

Signature

10/16/02

Date

7

Total number of pages including cover sheet, attachments, and

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

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is dated as of October 15, 2002 by and between ACME LEASING, LLC, a Delaware limited liability company ("**Grantor**") and ANTARES CAPITAL CORPORATION, a Delaware corporation, as Agent for the benefit of the Lenders party to the Credit Agreement defined below (in such capacity, the "**Grantee**").

WHEREAS, after giving effect to the Related Transactions, Grantor, owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor has entered into a Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"; capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement), with Agent and the financial institutions that from time to time become "Lenders" thereunder, providing for extensions of credit and other financial accommodations to be made to Grantor by Grantee and such Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), between Grantor and Grantee, Grantor has granted to Grantee for the benefit of Grantee and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

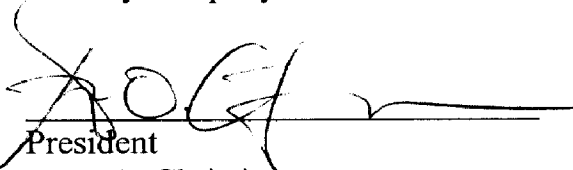
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

*- Remainder of Page Intentionally Left Blank –
[Signature Page Follows]*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 15th day of October, 2002.

GRANTOR:

ACME LEASING, LLC, a Delaware
limited liability company

By: 
Title: President
Name: Dean A. Christiansen

Acknowledged and accepted as of the day
and year first written above:

GRANTEE:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: _____
Title: _____
Name: _____

Trademark Security Agreement

TRADEMARK
REEL: 2603 FRAME: 0615

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 15th day of October, 2002.

GRANTOR:

ACME LEASING, LLC, a Delaware
limited liability company

By: _____
Title: _____
Name: _____

Acknowledged and accepted as of the day
and year first written above:

GRANTEE:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: David Barry
Title: _____
Name: _____

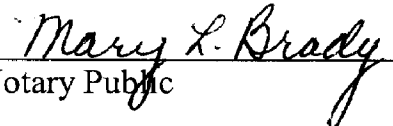
Trademark Security Agreement

TRADEMARK
REEL: 2603 FRAME: 0616

ACKNOWLEDGMENT

STATE OF NEW YORK)
)ss.
COUNTY OF NEW YORK)

On the 2nd day of October, 2002, before me personally appeared Dean A. Christiansen, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that s/he is President of ACME Leasing, LLC, a Delaware limited liability company, described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said limited liability company by order of its President; and that he acknowledged said instrument to be the free act and deed of said limited liability company.


Notary Public

{Seal}

My commission expires:
May 31, 2006

MARY L. BRADY
Notary Public, State of New York
No. 43-4771923
Qualified in Richmond County
Certificate Filed in New York County
Commission Expires May 31, 2006

Trademark Security Agreement

TRADEMARK
REEL: 2603 FRAME: 0617

Schedule 1
Trademarks, Trademark Registrations;
Trademark Applications; Trademark Licenses

Trademarks and Trademark Applications

<u>Application or Registration No.</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration Date</u>
US Reg. No. 1,781,317	"Traumahawk"	United States	July 13, 1993
US Reg. No. 2,010,589	"Interfleet"	United States	October 22, 1996

Unregistered Trademarks

Horton

AEV

Leader

Licenses

<u>Name of Licensee</u>	<u>Licensed Mark</u>	<u>Date</u>	<u>Expiration</u>
Horton Emergency Vehicles Company	System 2000	July 10, 1997	None

LIBC/1587711.4