

04-09-2003



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Form PTO-1594
1-31-02

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U.S. DEPARTMENT OF COMMERCE
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):
 Marathon Power Technologies Company **4-2-03**

Individuals Association
 General Partnership Limited Partnership

Corporation - Delaware
 Other

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

2. Name and address of receiving party(ies):

Name: Bankers Trust Company

Internal Address: 130 Liberty Street **APR 2 2003**

Street Address:

City: New York State: New York Zip Code: 10006

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 Other Collateral Agent

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other

Execution Date: March 17, 2003

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)

Trademark Registration No.(s)

1144720 1358860
2004333 1153612

Additional numbers attached? Yes No

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

Name: Helen Bruno, Senior Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: New York ZIP: 10036

6. Total number of applications and registrations involved: 4

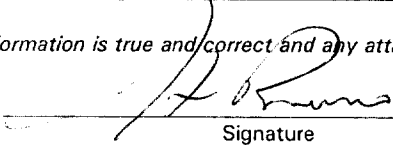
7. Total fee (37 CFR 3.41): \$ 115.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-1705 (in case of deficiency)
 (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.

Helen Bruno  April 2, 2003

Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 8

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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TRADEMARK
REEL: 002708 FRAME: 0130

ASSIGNMENT OF SECURITY INTEREST
IN TRADEMARKS, PATENTS AND DOMAIN NAMES

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Marathon Power Technologies Company, a Delaware corporation (the "Assignor") with principal offices at 8301 Imperial Drive, Waco, TX 76712, hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's rights, title and interest in and to the patents and patent applicants (the "Patents") set forth on Schedule B attached hereto, (iii) all of the Assignor's rights, title and interest in and to the Internet domain names ("Domain Names") set forth on Schedule C attached hereto, in each case together with (iv) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, Patents and Domain Names, (v) the goodwill of the businesses with which the Marks are associated and (vi) all causes of action arising prior to or after the date hereof for infringement or misappropriation of any of the Marks, Patents and Domain Names or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Amended and Restated Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of December 3, 1998, as amended and restated as of May 31, 2001 (as further amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks, Patents and Domain Names acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of

the 17th day of March, 2003.

MARATHON POWER TECHNOLOGIES
COMPANY, Assignor

By Greg Rufus
Name: Greg Rufus
Title: Treasurer & Assistant Secretary

BANKERS TRUST COMPANY,
as Collateral Agent, Assignee

By _____
Name:
Title:

STATE OF OHIO)
) ss.:
COUNTY OF CUYAHOGA)

On this 17TH day of March, 2003, before me personally came Greg Rufus who, being by me duly sworn, did state as follows: that he is Treasurer and Assistant Secretary of Marathon Power Technologies Company, that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.



Notary Public

EILEEN M. FALLON
Notary Public
State of Ohio
Comm Exp. May 23, 2005

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of

the 29th day of March, 2003.

MARATHON POWER TECHNOLOGIES
COMPANY, Assignor

By _____
Name:
Title:

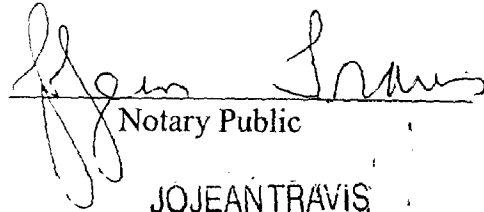
Deutsche Bank Trust Company Americas (inc)
(F.k.a. BANKERS TRUST COMPANY),
as Collateral Agent, Assignee

By Marguerite Sutton
Name: **Marguerite Sutton**
Title: **Vice President**

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

On this 24th day of MARCH, 2003 before me personally came MARGUERITE

SUTTON
VICE PRESIDENT of DEUTSCHE BANK TRUST COMPANY AMERICAS ~~Bankers Trust Company~~ that [s]he is authorized to execute the foregoing Assignment on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.


Notary Public

JOJEAN TRAVIS
Registration No. 01TR5013241
New York County
July 15, 2003

U.S. Trademark Registrations

MARK	REGISTRATION DATE	REGISTRATION NUMBER
BALL REVERSER	December 30, 1980	1,144,720
FLENNUT	October 1, 1996	2,004,333
FN (and design)	September 10, 1985	1,358,860
NORCO, INC. (and design)	May 12, 1980	1,153,612

Common Law Trademarks

MARK
COUPLEX
ROLLNUT