

F

08-13-2003



102522691

HEET
JY

8-13-03

Tab settings -> ->

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

1. Name of conveying party(ies):

Neapco Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State (PA)
- 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: July 14, 2003

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

Name: Lehman Commercial Paper Inc., as

Administrative Agent

Internal Address: _____

Street Address: 745 Seventh Avenue

City: New York State: NY ZIP: 10019

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State New York
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designation 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)

76/121,716 and 76/121,714

B. Trademark Registration No.(s)

1,598,188 ; 1,336,539 ; 1,336,538 ; 1,336,537
1,319,256 ; 1,293,922 ; 0,767,099 ; 0,519,167

Additional number(s) attached? Yes No

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

Name: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett LLP

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 3.41): \$265.00

- Enclosed
- Authorized to be charged to deposit account credit card

8. Deposit account number:

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

08/13/2003 DBYRNE 00000160 76121716

DO NOT USE THIS SPACE

01 FC:8521 40.00 OP
02 PC:3582 225.00 OP

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.

Robyn Rahbar, Esq.
Name of Person Signing

Robyn Rahbar
Signature

8/12/03
Date

Total number of pages including cover sheet, attachments, and document: 6

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of July ~~14~~, 2003 is made by NEAPCO INC. a Pennsylvania corporation, (the "Grantor"), in favor of LEHMAN COMMERCIAL PAPER INC., a New York corporation, as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions or entities (the "Lenders"), from time to time parties to the Credit Agreement, dated as of June 20, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among UNITED COMPONENTS, INC., a Delaware corporation (the "Borrower"), the Lenders, LEHMAN BROTHERS INC. and J.P. MORGAN SECURITIES INC., as joint advisors, joint lead arrangers and joint bookrunners (in such capacity, the "Joint Lead Arrangers"), JPMORGAN CHASE BANK, as syndication agent (in such capacity, the "Syndication Agent"), ABN AMRO BANK, N.V., CREDIT LYONNAIS, NEW YORK BRANCH, FLEET NATIONAL BANK and GENERAL ELECTRIC CAPITAL CORPORATION, as co-documentation agents, and the Administrative Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

W I T N E S S E T H:

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

WHEREAS, in connection with the Credit Agreement, the Grantor and the other signatories thereto have executed and delivered a Guarantee and Collateral Agreement, dated as of June 20, 2003, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks now owned or at any time hereafter acquired by the Grantor in which the Grantor now has or at any time in the future may acquire any right, title or interest; and

WHEREAS, the Grantor 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 their respective extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Administrative 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 Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, the Trademarks now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor 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 Grantor 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.

NEAPCO INC.

By: John C. Ritter
Name: John C. Ritter
Title: CFO

LEHMAN COMMERCIAL PAPER INC.
as Administrative Agent for the Lenders

By: _____
Name:
Title:

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.

NEAPCO INC.

By: _____

Name:

Title:

LEHMAN COMMERCIAL PAPER INC.

as Administrative Agent for the Lenders

By: 

Name: **G. Andrew Keith**

Title: **Authorized Signatory**

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Serial Number</u>	<u>Reg. Number</u>	<u>Word Mark</u>	<u>Registration Date</u>	<u>Date Filed</u>
76121716		Dura-Steer		8/31/00
76121714		Dura-Lubed		8/31/00
73809696	1598188	Neapco	5/29/90	6/28/89
73495953	1336539	Flex-Bell	5/21/85	8/22/84
73495952	1336538	Flex-Cone	5/21/85	8/22/84
73495951	1336537	Flex Shield System	5/21/85	8/22/84
73463767	1319256	PDQ	2/12/85	2/2/84
73425086	1293922	Dura-Slip	9/11/84	5/9/83
72159417	0767099	Shock-Sorber	3/24/64	12/19/62
71530113	0519167	Neapco	12/27/49	7/13/47