

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tenneco Automotive Operating Company, Inc.		03/11/2004	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	New York Banking Corporation:

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78307435	HARRIS
Serial Number:	78283198	QUICK STRUT
Serial Number:	78307419	SILENTBLOC
Serial Number:	78283200	STREET LETHAL

## CORRESPONDENCE DATA

Fax Number: (212)455-2502

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (212) 455-2276

Email: KSolomon@stblaw.com

Correspondent Name: Alison J. Winick, Esq.

Address Line 1: Simpson Thacher &amp; Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/0659

NAME OF SUBMITTER: Kimberly Solomon

TRADEMARK

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REEL: 002809 FRAME: 0258

OP \$115.00 78307435

**Total Attachments: 7**

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**SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Tenneco Automotive Operating Company, Inc., a Delaware corporation (the "Grantor") with principal offices at 500 North Field Drive, Lake Forest, Illinois 60045, and JPMorgan Chase Bank, as Administrative Agent, with principal offices at 270 Park Avenue, New York, New York 10017 (the "Administrative Agent"), hereby agree as follows:

DEFINITIONS. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this agreement shall have the meaning provided or provided by reference in the Guarantee and Collateral Agreement, dated as of November 4, 1999, made by Tenneco Automotive Inc., Tenneco Automotive Operating Company Inc., Tenneco International Holding Corp., Tenneco Global Holdings Inc., The Pullman Company, TMC Texas Inc., and Clevite Industries Inc., (together with any other entity that may become a party as provided therein), in favor of JPMorgan Chase Bank, as Administrative Agent (as amended from time to time, the "Collateral Agreement").

GRANT OF SECURITY INTEREST. Pursuant to the Collateral Agreement the Grantor pledged and granted to the Administrative Agent, for the ratable benefit of the Lenders to secure the satisfactory performance of payment of all Obligations of the Grantor, a continuing security interest (the "Security Interest") in the Trademarks, as that term is defined in the Collateral Agreement (including, without limitation, those listed on Schedule A of this agreement).

By the execution and delivery of this agreement the Grantor hereby confirms the grant of the Security Interest in the Trademarks listed on Schedule A of this agreement for purposes of recording such Security Interest with the United States Patent and Trademark Office and other such relevant authorities as the Administrative Agent deems appropriate or necessary. The rights

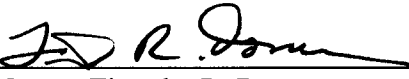
and remedies of the Administrative Agent with respect to the Security Interest are without prejudice to, and are in addition to those set forth in the Collateral Agreement. In the event that any provisions of this agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern and control.

This agreement constitutes the entire agreement among the parties relating to the subject matter hereof and supersedes all prior oral or written understandings among the parties relating to the subject matter hereof.

This agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.


IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 11  
day of mar 4, 2004.

Tenneco Automotive Operating Company Inc.

By:   
Name: Timothy R. Donovan  
Title: Executive Vice President

STATE OF New York )  
 ) ss.:  
COUNTY OF New York )

On this 11<sup>th</sup> day of March, 2004, before me personally came Timothy R. Donovan  
who, being by me duly sworn, did state as follows: that [s]he is Executive VP of  
Tenneco Automotive, Inc., and that [s]he is authorized to execute the foregoing Agreement on  
behalf of said corporation and that [s]he did so by authority of the Board of Directors of said  
corporation.

  
\_\_\_\_\_  
Notary Public


**MICHAEL RIVERS**  
Notary Public, State of New York  
No. 01RI6067859  
Qualified in Kings County  
Commission Expires December 17, 2005

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 11  
day of March, 2004.

Tenneco Automotive Operating Company, Inc.

By: \_\_\_\_\_  
Name:  
Title:

JPMorgan Chase Bank,  
as Administrative Agent

By:  \_\_\_\_\_  
Name:  
Title: **RICHARD W. DUKER**  
**MANAGING DIRECTOR**

STATE OF New York )  
 ) ss.:  
COUNTY OF New York )

On this 11 day of March, 2004, before me personally came Richard W. Duker  
who, being by me duly sworn, did state as follows: that he is Managing Director of  
JPMorgan Chase Bank and that he is authorized to execute the foregoing Agreement on behalf of  
said banking corporation and that he did so by authority of the Board of Directors of said  
banking corporation.

Edeline C. Adderley  
Notary Public

**EDELINE C. ADDERLEY**  
**Notary Public, State of New York**  
**No. 01AD6079940**  
**Qualified in Bronx County**  
**Commission Expires September 03, 2006**



**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<u>TRADEMARK</u>	<u>REG. NO/ SERIAL NO.</u>	<u>REG. /FILING DATE</u>
HARRIS	78/307435	9/30/03
QUICK STRUT	78/283198	8/5/03
SILENTBLOC	78/307419	9/30/03
STREET LETHAL	78/283200	8/5/03