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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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

1. Name of conveying party(ies):

Four Wheel Drive Hardware, L.L.C.

- Individual(s), General Partnership, Corporation-State, Other Limited Liability Company

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

3. Nature of conveyance:

- Assignment, Security Agreement, Merger, Change of Name, Other

Execution Date: July 28, 2003

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank, as Agent

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other

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 patent number(s):

A. Trademark Application No.(s)

See Schedule A attached

B. Trademark Registration No.(s)

See Schedule A attached

Additional numbers attached? Yes No

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

Name: Attn: Penelope J.A. Agodoa Federal Research Company, LLC 1030 15th Street, NW, Suite 920 Washington, DC 20005

6. Total number of applications and registrations involved: 23

7. Total fee (37 CFR 3.41): \$590.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(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.

Gregory T. Pealer, Paralegal

Name of Person Signing

Signature

September 12, 2003

Date

Total number of pages including cover sheet, attachments, and document: 5

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

9-16-03

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

MARK	REGISTRATION/ SERIAL NO.	FILING DATE
PRECISION AUTO DESIGNS	76/242,464	04/11/01
AUTOMOTION.COM	2,660,089	02/11/00
WELTMEISTER.COM	75/916,578	02/11/00
STATESMAN	2,576,551	12/3/99
PERFORMANCEPRODUCTS.COM	2,470,955	6/18/99
AUTOMOTION (Stylized)	2,281,111	6/8/98
W WELTMEISTER and Design	2,264,851	6/8/98
W WELTMEISTER and Design	2,277,752	6/8/98
WELTMEISTER	2,281,093	6/4/98
AUTOMOTION	2,281,092	6/4/98
WELTMEISTER	2,264,828	6/4/98
PERFORMANCE PRODUCTS and Design	1,736,397	3/11/91
WELTMEISTER and Design	1,309,720	3/5/84
WELTMEISTER	1,312,083	1/25/84
WELTMEISTER W and Design	1,288,775	6/16/83
WELTMEISTER W and Design	1,288,689	6/16/83
WELTMEISTER	1,288,684	4/18/83
WELTMEISTER	1,288,756	4/18/83
WELTMEISTER W and Design	1,287,049	4/11/83
WELTMEISTER	1,287,048	3/28/83
WELTMEISTER W and Design	1,292,773	7/2/82
WELTMEISTER	1,243,521	4/15/82
AUTOMOTION	1,234,031	10/5/81

## TRADEMARK COLLATERAL AGREEMENT

This 28<sup>th</sup> day of July, 2003, FOUR WHEEL DRIVE HARDWARE, L.L.C., a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 44488 State Route 14, Columbiana, Ohio 44408 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation ("*HTSB*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as agent hereunder for the Secured Creditors defined in that certain Security Agreement hereinafter defined (said HTSB acting as such agent and any successor or successors to said HTSB in such capacity being hereinafter referred to as the "*Agent*"), and grants to Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Amended and Restated Security Agreement dated as of July 28, 2003, between Debtor and Agent (such Amended and Restated Security Agreement, as the same may be amended, modified, supplemented or restated from time to time, being hereinafter referred to as the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses 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.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

FOUR WHEEL DRIVE HARDWARE, L.L.C.

By Scott A. Fitegan  
Name Scott A. Fitegan  
Title Vice President

HARRIS TRUST AND SAVINGS BANK, as Agent

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

Signature Page to Trademark Collateral Agreement

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

FOUR WHEEL DRIVE HARDWARE, L.L.C.

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

HARRIS TRUST AND SAVINGS BANK, as Agent

By Alan R. G. Ili  
Name Alan R. G. Ili  
Title Vice President

Signature Page to Trademark Collateral Agreement