

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Prestolite Electric Incorporated

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

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

3. Nature of conveyance:

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

Execution Date: 05/04/2004

2. Name and address of receiving party(ies)

Name: National City Bank
Internal
Address: 2nd Floor

Street Address: 629 Euclid Avenue
City: Cleveland State: OH Zip: 44114

- Individual(s) citizenship
- Association national banking
- 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 registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 756750, 785917,
515558, 1215489, 756750, 2421815

Additional number(s) attached Yes No

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

Name: Kathie J. Kopczyk

Internal Address: Jones Day
North Point

Street Address: 901 Lakeside Avenue

City: Cleveland State: OH Zip: 44114

6. Total number of applications and registrations involved: _____

6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

501432, account 497600121051

DO NOT USE THIS SPACE

9. Signature.

Kathie J. Kopczyk
Name of Person Signing

Kathie J. Kopczyk
Signature

June 22, 2004
Date

5

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

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

CH \$140.00 501432 0756750

GRANT OF SECURITY INTEREST IN UNITED STATES
TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, PRESTOLITE ELECTRIC INCORPORATED, a Delaware corporation (the "Grantor"), hereby grants to NATIONAL CITY BANK, a national banking association whose principal place of business is located at 629 Euclid Avenue, 2nd Floor, Cleveland, Ohio 44114, as Collateral Agent (the "Grantee"), a security interest in (i) all of Grantor's right, title and interest in and to Grantor's trademark registrations and trademark applications more particularly set forth on Schedule A attached hereto (the "Marks"), and all renewals thereof, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the business(es) with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other Grantors from time to time party thereto and the Grantee, dated as of May 4, 2004 (as amended from time to time, the "Security Agreement"). Upon the termination of the Security Agreement (as defined in the Security Agreement), the Grantee shall, upon satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant of Security Interest.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those 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 Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

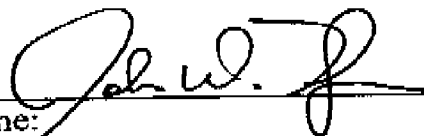
IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest
on 11th day of May 2004.

PRESTOLITE ELECTRIC INCORPORATED
as Grantor:



Kenneth C. Cornelius
Authorized Officer

NATIONAL CITY BANK,
as Collateral Agent and Grantee

By: 
Name:
Title:

John W. Thompson
Vice President

SCHEDULE A

TRADEMARKS

1. Prestolite Electric Incorporated owns the following trademarks:

Docket No.	Trademark ¹	Reg. Date	Reg. No.	App. Date	Appt. No.	Action Due	Due Date	Country
32517US01	Ball And Cradle Design	September 17, 1963	756750	June 27, 1962	72/147812	To lapse	September 17, 2003	United States
89T036	Leece-Neville	March 2, 1985	785917	April 15, 1964	72/191188	Renewal Due	March 2, 2005	United States
89T035	Leece-Neville And Design	September 27, 1949	515558	August 29, 1947	71/532834	Renewal Due	September 27, 2009	United States
89T095	Load Handler	November 9, 1982	1215489	May 4, 1981	73/308453	Renewal Due	November 9, 2012	United States
89T029	Logo	September 17, 1963	756750	June 27, 1962	72/147812	To lapse	September 17, 2003	United States
32108US01	Prestolite Logo	January 16, 2001	2421815	June 16, 1998	75/503222	Sec. 8&15 Aff.	January 16, 2007	United States

¹ Prestolite Electric Incorporated intends to allow all "Ball and Cradle Design" trademarks to lapse.