

03-29-2004 102706937

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To the Honorable Commissioner of Patents and Trademarks

and the attached original documents or copy thereof.

1. Name of conveying party(ies) BOSTROM SEATING, INC.
Individual(s) Association
General Partnership Limited Partnership
Corporation -- Delaware
Other

2. Name and address of receiving party(ies):
Name: CREDIT SUISSE FIRST BOSTON
Internal
Address: as the Administrative Agent and First Lien Collateral Agent
Street Address: Eleven Madison Avenue
City: New York State: NY Zip: 10011

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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other

Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation
Other a Bank organized under the laws of Switzerland

Execution Date: March 16, 2004

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)
Please see attached Schedule A

Additional number(s) attached Yes No

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

Name: Patricia A. Conner
Internal Address: Latham & Watkins LLP

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41) \$ 340.00
Enclosed
Authorized to be charged to deposit account

Street Address: 650 Town Center Drive, Suite 2000
City: Costa Mesa State: CA Zip: 92626

8. Deposit account number
500524 (For additional fees, if any)
(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.

Patricia A. Conner
Name of Person Signing

Patricia A. Conner
Signature

March 24, 2004
Date

Total number of pages including cover sheet, attachments, and document: 7

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

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01 FC:8521 40.00 OP
02 FC:8522 300.00 OP

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**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

**Registered U.S. Trademarks:**

Registered Owner	Trademark Description	Registration Number	Registration Date
Bostrom Seating, Inc.	BOSTROM SEATING	2,170,890	7/7/98
Bostrom Seating, Inc.	PARABAR II	2,077,822	7/8/97
Bostrom Seating, Inc.	BOSTROM AIR-705	1,241,993	6/14/83
Bostrom Seating, Inc.	BOSTROM	871,174	6/17/69
Bostrom Seating, Inc.	WESTCOASTER	870,780	6/10/69
Bostrom Seating, Inc.	BOSTROM	875,351	8/19/69
Bostrom Seating, Inc.	BOSTROM	638,335	12/11/56
Bostrom Seating, Inc.	THINLINE	869,304	5/13/69
Bostrom Seating, Inc.	VIKING T-BAR	869,972	5/27/69
Bostrom Seating, Inc.	BOSTROM and Design	764,580	2/11/64
<del>Brillion Iron Works, Inc.</del>	<del>LANDCOMMANDER</del>	<del>1,824,090</del>	<del>3/1/94</del>
Brillion Iron Works, Inc.	OPTIMIZER	2,413,168	12/12/00
Fabco Automotive Corporation	HYDRORANGE	1,417,400	11/18/86
Gunite Corp.	GUNITE	2,311,175	1/25/00
Gunite Corp.	GUNITE-LITE	2,076,007	7/1/97
Gunite Corp.	GUNITE and Design	1,715,491	9/15/92
Gunite Corp.	DESIGN ONLY	1,615,600	10/2/90
Gunite Corp.	GUNITE	610,564	8/16/55
Gunite Corp.	DESIGN ONLY	523,587	4/4/50
Gunite Corp.	DESIGN ONLY	512,186	7/12/49
Gunite Corp.	S and Design	512,185	7/12/49
Gunite Corp.	ULTRA MAX	2,362,666	6/27/00
Gunite EMI Corp.	DESIGN ONLY	851,749	7/2/68
Gunite EMI Corp.	ERMAX	1,018,797	8/26/75
Gunite EMI Corp.	DESIGN ONLY	1,502,799	9/6/88
Gunite EMI Corp.	ERIE WHEELS AND DESIGN	2,317,588	2/15/00

**Pending U.S. Trademarks:**

Trademark                      Application                      Application

<u>Owner</u>	<u>Description</u>	<u>Number</u>	<u>Date</u>
Bostrom Seating, Inc.	FREEDOM SERIES	76/477,866	12/24/02
Bostrom Seating, Inc.	LIBERTY	76/545,873	9/22/03
Bostrom Seating, Inc.	LIBERTY I BOSTROM	76/400,871	4/25/02

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**TRADEMARK**  
**REEL: 002935 FRAME: 0660**

## GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, TRANSPORTATION TECHNOLOGIES INDUSTRIES, INC., a Delaware corporation (the "Company"), and each of **THE UNDERSIGNED DIRECT AND INDIRECT SUBSIDIARIES** of the Company (each of such undersigned subsidiaries the Company being a "**Grantor**" and collectively, the "**Grantors**"; provided that, "Grantors" shall include any Additional Grantors (as hereinafter defined)), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademarks (as defined below); and

WHEREAS, the Company has entered into an Credit Agreement dated as of March 16, 2004 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**") with, the banks, the financial institutions and other entities named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), Credit Suisse First Boston ("**CSFB**"), as the Administrative Agent and First Lien Collateral Agent, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Company; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Company, the First Lien Collateral Agent and the other grantors named therein, each Grantor has agreed to create in favor of the First Lien Collateral Agent a secured and protected interest in, and the First Lien Collateral Agent has agreed to become a secured creditor with respect to, the Trademarks (as defined below):

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Credit Agreement and the Security Agreement, each Grantor hereby grants to the First Lien Collateral Agent a security interest in and continuing lien on all of Grantor's right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (the "**Trademark Collateral**")::

- (i) Trademarks set forth on Schedule A attached hereto together with;
- (ii) the goodwill of the business with which the Trademarks are used; and
- (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and each Grantor shall not be deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which such Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant

would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under such license, contract or agreement; provided, that immediately upon the ineffectiveness, waiver, lapse or termination of any such provision, the Trademark Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantors hereby further acknowledge and affirm that the rights and remedies of the First Lien Collateral Agent with respect to the security interest in the Trademark Collateral 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 the event that any provisions of this grant are deemed to conflict with the Security Agreement, the provision of the Security Agreement shall govern. Upon satisfaction of the debt which is the basis for this grant, the First Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing releasing the security interest in the Trademarks acquired under this grant.

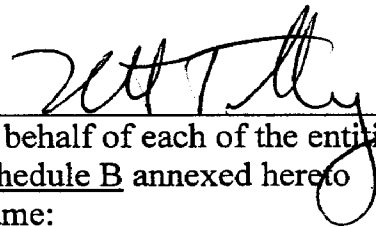
Unless otherwise defined herein, or the context otherwise requires, terms used in this Grant of Trademark Security Interest, including its preambles and recitals, have the meanings provided in the Security Agreement.

IN WITNESS WHEREOF, each Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 16<sup>th</sup> day of March, 2004.

**TRANSPORTATION TECHNOLOGIES  
INDUSTRIES, INC.**

By:   
Name:  
Title:

**Each of the entities listed on Schedule B annexed  
hereto**

By:   
on behalf of each of the entities listed on  
Schedule B annexed hereto  
Name:  
Title:

**SCHEDULE B TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<b><u>Name</u></b>	<b><u>Notice Address for each Subsidiary Grantor</u></b>
Gunite Corporation	302 Peoples Avenue Rockford, Illinois 61104
Bostrom Seating, Inc.	50 Nance Creek Blvd. Piedmont, AL 36272
Brillion Iron Works, Inc.	200 Park Avenue Brillion, Wisconsin 54110
Fabco Automotive Corporation	151 Lawrence Drive Livermore, CA 94551
Gunite EMI Corporation	302 Peoples Avenue Rockford, Illinois 61104

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**RECORDED: 03/24/2004**

**TRADEMARK  
REEL: 002935 FRAME: 0664**