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04-12-2004

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



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FINAL

102718624

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

1. Name of conveying party(ies):
GUNITE EMI CORPORATION

Individual(s) Association
 General Partnership Limited Partnership
 Corporation -- **Delaware**
 Other _____

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

2. Name and address of receiving party(ies):
Name: **CREDIT SUISSE FIRST BOSTON**
Internal
Address: **as the Administrative Agent and
Second Lien Collateral Agent**

Street Address: **Eleven Madison Avenue**
City: **New York** State: **NY** Zip: **10010**

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

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

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

Execution Date: **March 16, 2004**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s)
851,749 **1,018,797**
1,502,799 **2,317,588**

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**

Street Address: **650 Town Center Drive, Suite 2000**

City: **Costa Mesa** State: **CA** Zip: **92626**

6. Total number of applications and registrations involved:..... **4**

7. Total fee (37 CFR 3.41).....\$ **115.00**
 Enclosed
 Authorized to be charged to deposit account

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 *Patricia A. Conner* **April 7, 2004**
Name of Person Signing Signature Date

04/09/2004 6TON11 00000038 851749

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

01 FC:8521
02 FC:8522

40.00 DP
75.00 DP

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

OC670342.2

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 a Second Lien 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 Second 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 Second Lien 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 Second Lien Collateral Agent and the other grantors named therein, each Grantor has agreed to create in favor of the Second Lien Collateral Agent a secured and protected interest in, and the Second 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 Second 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 Second 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 Second 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.

Notwithstanding anything herein to the contrary, the relative rights and remedies of Second Lien Collateral Agent shall be subject to and governed by the terms of the Intercreditor Agreement at any time the Intercreditor Agreement is in effect. In the event of any inconsistency between the terms hereof and the Intercreditor Agreement, the Intercreditor Agreement shall control at any time the Intercreditor Agreement is in effect.

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 16th day of March, 2004.

**TRANSPORTATION TECHNOLOGIES
INDUSTRIES, INC.**

By: _____

Name: DONALD C. MUELLER

Title: VICE PRESIDENT, ASSISTANT TREASURER
AND ASSISTANT SECRETARY

**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: KENNETH H. TALLERNO

Title: VICE PRESIDENT, SECRETARY
AND ASSISTANT TREASURER

**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
Brillion Iron Works, Inc.	LANDCOMMANDER	1,824,090	3/1/94
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
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NY875151.1

Owner	Description	Number	Date
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

NY875151.1

TRADEMARK
REEL: 002946 FRAME: 0174

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

<u>Name</u>	<u>Notice Address for each Subsidiary Grantor</u>
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

NY873540.1

RECORDED: 04/07/2004

TRADEMARK
REEL: 002946 FRAME: 0175