

05-05-2004



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

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

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

1. Name of conveying party(ies): Reman Holdings, L.L.C. 2902 Enterprise Drive Anderson, IN 46013

2. Name and address of receiving party(ies) Name: Deutsche Bank National Trust Company, as Collateral Agent Internal Address: Street Address: 222 S. Riverside Dr., 24th Floor City: Chicago State: IL Zip: 60606-5808

3. Nature of conveyance: Security Agreement Execution Date: 4/23/2004

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See attached B. Trademark Registration No.(s) See attached

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Ms. Penelope Agado Internal Address: Federal Research Corporation Street Address: 1030 Fifteenth Street NW City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41): \$400 Enclosed Authorized to be charged to deposit account 8. Deposit account number:

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. Elizabeth Steiner Name of Person Signing Samantha Steiner Signature 5/3/04 Date

Handwritten: 10-5-5

RECEIVED OPR 2004 MAY -5 PM 4:18 ASSIGNMENT DIV

05/06/2004 6TOM11 00000021 2637229 01 FC:0521 40.00 DP

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

TRADEMARK REEL: 002962 FRAME: 0526

**Schedule 1A
Trademarks**

I. Reman Holdings, L.L.C. (formerly by name change Reman Holdings, Inc.)

Trademarks - Owned

<i>Trademark</i>	<i>Registration Number</i>	<i>Registration Date</i>	<i>Renewal Date</i>
New Gold	U.S. 2,637,229	Oct. 15, 2002	Oct. 15, 2012

ASSIGNMENT OF SECURITY (TRADEMARKS)

Assignment for Security

(Trademarks)

WHEREAS Delco Remy International, Inc. (the "Company"), a corporation duly organized and validly existing under the laws of the State of Delaware, and the Subsidiary Parties (as defined in the Collateral Agreement (defined below), together with the Company, the "Assignors"), have adopted, used and are using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for registration in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS the Assignors have entered into a collateral agreement dated April 23, 2004 (the "Collateral Agreement"), with Deutsche Bank National Trust Company or its designee as collateral agent for certain lenders (in such capacity, together with its successors in such capacity, the "Assignee"); and

WHEREAS, pursuant to the Collateral Agreement, the Assignors have assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignors in, to and under all intellectual and similar property of every kind and nature now owned or hereafter acquired by any Assignor, including (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule III, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing, (d) all written agreements, now or hereafter in effect, granting to any third party any right to use any trademark now or hereafter owned by any Assignor or that any Assignor otherwise has the right to license, or granting to any Assignor any right to use any trademark now or hereafter owned by any third party, and all rights of any Assignor under any such agreement and (e) all Internet domain names, d/b/as, fictitious names and other indicia of origin, and all registrations, applications, renewals and extensions for the foregoing, and licenses for the foregoing, and all goodwill of the business symbolized thereby and associated therewith for the foregoing, and all proceeds arising from or concerning the foregoing, including without limitation any and all causes of action which may exist by reason of past, present or future violations of the foregoing, all whether now

or hereafter owned or acquired by the Assignors (the "Collateral") to secure the payment, performance, and observance of the Collateral Obligations (as defined in the Collateral Agreement); and

WHEREAS Schedule 1A correctly sets forth all Trademarks the Assignors, have adopted, used and are using, which trademarks and service marks are registered or applied for registration in the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors do hereby convey, sell, assign, transfer and set over unto the Assignee and grant to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Collateral Obligations.

The Assignors do hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Assignment and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Trustee pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted to Congress Financial Corporation (Central), as agent, for the benefit of the lenders referred to below, pursuant to the Second Amended and Restated Loan and Security Agreement, dated as of April 23, 2004 (as restated, amended, modified or supplemented) by and among Delco Remy International, Inc., the other "Borrowers" named therein, Congress Financial Corporation (Central), as Administrative Agent and US Collateral Agent, and the lenders party thereto and (ii) the exercise of any right or remedy by the Trustee hereunder is subject to the limitations and provisions of the Intercreditor Agreement, dated as of April 23, 2004 (as amended, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), by and among Congress Financial Corporation Central (Central), as Credit Agent, Deutsche Bank National Trust Company, as Trustee, Delco Remy International, Inc. and the subsidiary guarantors party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

IN WITNESS WHEREOF, the Assignors have caused this Assignment to be duly executed by its officer thereunto duly authorized on this 23rd day of April 2004.

DELCO REMY INTERNATIONAL, INC.,

by

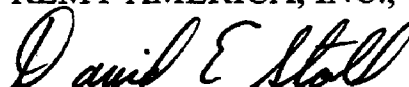


Name: David E. Stoll

Title: Vice President, Treasurer &
Secretary

DELCO REMY AMERICA, INC.,

by



Name: David E. Stoll

Title: Vice President & Secretary

NABCO, INC.,

by



Name: David E. Stoll

Title: Vice President, Treasurer &
Secretary

POWER INVESTMENTS, INC.,

by



Name: David E. Stoll

Title: Vice President, Treasurer &
Secretary

FRANKLIN POWER PRODUCTS, INC.,

by



Name: David E. Stoll

Title: Vice President, Treasurer &
Secretary

TRADEMARK

REEL: 002962 FRAME: 0530

INTERNATIONAL FUEL SYSTEMS,
INC.,

by

David E Stoll

Name: David E. Stoll

Title: Vice President, Treasurer &
Secretary

POWER INVESTMENTS MARINE, INC.,

by

David E Stoll

Name: David E. Stoll

Title: Secretary & Treasurer

MARINE CORPORATION OF AMERICA,

by

David E Stoll

Name: David E. Stoll

Title: Secretary & Treasurer

POWRBILT PRODUCTS, INC.,

by

David E Stoll

Name: David E. Stoll

Title: Vice President, Treasurer &
Secretary

WORLD WIDE AUTOMOTIVE, L.L.C.,

by

David E Stoll

Name: David E. Stoll

Title: Vice President, Treasurer &
Secretary

BALLANTRAE CORPORATION,

by

David E Stoll

Name: David E. Stoll

Title: Vice President & Secretary

TRADEMARK

REEL: 002962 FRAME: 0531

WILLIAMS TECHNOLOGIES, INC.,

by

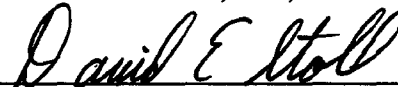


Name: David E. Stoll

Title: Vice President, Treasurer &
Secretary

REMY POWERTRAIN, L.P.,

by

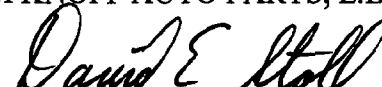


Name: David E. Stoll

Title: Vice President, Finance &
Secretary

M & M KNOPF AUTO PARTS, L.L.C.,

by

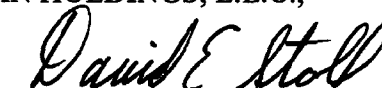


Name: David E. Stoll

Title: Vice President, Treasurer &
Secretary

REMAN HOLDINGS, L.L.C.,

by



Name: David E. Stoll

Title: Vice President, Treasurer &
Secretary

REMY INTERNATIONAL, INC.

by

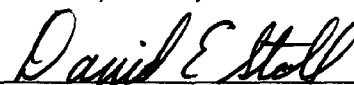


Name: David E. Stoll

Title: Vice President, Treasurer &
Secretary

JAX REMAN, L.L.C.,

by



Name: David E. Stoll

Title: Vice President, Treasurer &
Assistant Secretary

TRADEMARK

REEL: 002962 FRAME: 0532

REMY REMAN, L.L.C.,

by



Name: David E. Stoll

Title: Vice President, Treasurer &
Secretary

TRADEMARK

REEL: 002962 FRAME: 0533

**Schedule 1A
Trademarks**

I. Delco Remy America, Inc.

Trademarks - Owned

<i>Trademark</i>	<i>Registration Number</i>	<i>Registration Date</i>	<i>Renewal Date</i>
Road Gang	U.S. 1,953,001	Jan. 30, 1996	Jan. 30, 2006
Road Gang	Mexico 578,878	Nov. 28, 1996	Nov. 28, 2006
Road Gang	U.S. 2,494,892	Oct. 2, 2001	Oct. 2, 2011
Road Gang	Mexico 574,230	Mar. 31, 1998	Nov. 28, 2006
Quadramount	U.S. 2,236,094	March 30, 1999	Mar. 30, 2009
Intelli-Check	U.S. 2,449,849	May 8, 2001	May 8, 2011
Intelli-Scan	U.S. 2,522,093	Dec. 25, 2001	Dec. 25, 2011
Black & red square design	U.S. 2,695,461	March 11, 2003	March 11, 2013

<i>Trademark Application</i>	<i>Application Serial Number</i>	<i>Application Date</i>
Black & red oval design	76/405,181	May 6, 2002
Trade Dress design - Configuration of top of battery	76/405,183	May 6, 2002
11 SI	76/532,797	July 15, 2003
24SI	76/532,796	July 15, 2003
35SI	76/532,793	July 15, 2003
35SIHP	76/532,795	July 15, 2003
Black & White Square (Design only)	76/532,798	July 15, 2003
MxT	76/577,665	Feb. 24, 2004

II. Delco Remy International, Inc.

Trademarks Application

<i>Country</i>	<i>Class</i>	<i>Filing Date</i>	<i>Application No.</i>	<i>Remarks</i>
Brazil	7	January 30, 2004	826232540	Pending
Brazil	9	January 30, 2004	826232558	Pending
Brazil	12	January 30, 2004	826232531	Pending
Canada				Unfiled
China	7	December 15, 2003	3842916	Pending
China	9	December 15, 2003	3842915	Pending
China	12	December 15, 2003	3842914	Pending
European Union	7, 9, 12	November 10, 2003	3535011	Pending

India	7, 9, 12	December 29, 2003	1257802	Pending
Korea	7, 9, 12	December 16, 2003	2003/55746	Pending
Mauritius	7, 9, 12	Awaiting filing date	Awaiting App. No.	Filed
Mexico	7	November 19, 2003	630125	Pending
Mexico	9	November 19, 2003	630126	Pending
Mexico	12	November 19, 2003	630127	Pending
Switzerland	7, 9, 12	November 26, 2003	05828/2003	Pending
Tunisia	7, 9, 12	December 30, 2003	EE032206	Pending

III. Nabco, Inc.

Trademarks -- Owned

<i>Trademark</i>	<i>Registration Number</i>	<i>Registration Date</i>	<i>Renewal Date</i>
Sentry Gold	U.S. 1,907,077	July 25, 1995	July 25, 2005

IV. Reman Holdings, L.L.C. (formerly by name change Reman Holdings, Inc.)

Trademarks - Owned

<i>Trademark</i>	<i>Registration Number</i>	<i>Registration Date</i>	<i>Renewal Date</i>
New Gold	U.S. 2,637,229	Oct. 15, 2002	Oct. 15, 2012

V. World Wide Automotive, L.L.C. (formerly by name change, Precision Alternator & Starter, Inc.)

Trademarks - Owned

<i>Trademark</i>	<i>Registration Number</i>	<i>Registration Date</i>	<i>Renewal Date</i>
Pridemark	U.S. 2,618,176	Sep. 10, 2002	Sep. 10, 2012
World Wide Automotive	U.S. 2,609,799	Aug. 20, 2002	Aug. 20, 2012
Palladium	U.S. 2,762,580	Sep. 9, 2003	Sep. 9, 2013

<i>Trademark Application</i>	<i>Application Serial Number</i>	<i>Application Date</i>
Silver Edition	U.S. 76/400,036	Apr. 23, 2002