

01-07-2005



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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.

117/05

1. Name of conveying party(ies): Western Industries, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other Wisconsin Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: PNC Bank, National Association Internal Address: Street Address: 1600 Market Street, P2-P070-31-2 City: Philadelphia State: PA Zip: 19103 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other Bank If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance: [] Assignment [] Merger [x] Security Agreement [] Change of Name [] Other Execution Date: 12/28/2004

4. Application number(s) or registration number(s): A. Trademark Application No.(s) see attached B. Trademark Registration No.(s) see attached Additional number(s) attached [x] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Ida Magin Internal Address: CSC Street Address: 80 State street, 6th floor City: Albany State: NY Zip: 12207

6. Total number of applications and registrations involved: 5 7. Total fee (37 CFR 3.41).....\$ 140.00 [x] 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. Ida Magin Name of Person Signing Signature Date 01/06/2005

Total number of pages including cover sheet, attachments, and document: 23

01/07/2005 DBYRNE 00000133 78414031

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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TRADEMARK REEL: 003101 FRAME: 0939

SCHEDULE A

U. S. TRADEMARKS

<u>Mark</u>	<u>Reg. No.</u> (App. No.)	<u>Reg. Date</u> (App. Date)	<u>Status</u>
W and Design	(78-414,031)	(5/6/2004)	Pending
W and Design	(78-414,023)	(5/6/2004)	Pending
G and Design	(78-414,017)	(5/6/2004)	Pending
G and Design	(78-414,009)	(5/6/2004)	Pending
CHILTON and Design	1,430,864	3/3/1987	Registered

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is made as of the 28th day of December, 2004 by **WESTERN INDUSTRIES, INC.** a Wisconsin corporation having a mailing address at 1215 N. 62nd Street, Milwaukee, WI 53213 ("Grantor") and delivered to **PNC BANK, NATIONAL ASSOCIATION**, a national banking association, having a mailing address at 1600 Market Street, P2-P070-31-2, Philadelphia, PA 19103, Attn: Celeste DiGeorge ("Agent") as agent for the Lenders under the Loan Agreement (as defined below).

BACKGROUND

A. This Agreement is being executed in connection (and concurrently) with that certain Revolving Credit, Term Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as Lenders, the Grantor and the other borrowers named therein, of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), under which, inter alia, Grantor is (i) granting Agent for its benefit and for the ratable benefit of each Lender a continuing security interest in the registered trademarks of Grantor and applications of Grantor for the registration thereof and in certain assets of Grantor associated with or relating to products leased or sold or services provided under the trademarks of Grantor and the goodwill connected with the use of and symbolized thereby as security for the prompt payment and performance to Agent and each Lender of the Obligations (as defined in the Loan Agreement) of Grantor under the Loan Agreement, and under which Agent is entitled to foreclose or otherwise deal with the security interests on such assets, trademarks, service marks and trade names and applications for the registration of trademarks under the terms and conditions set forth therein and (ii) granting to Agent a license to use (conditioned upon the occurrence and continuance of an Event of Default) such trademarks to dispose of inventory and for certain other purposes. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Grantor is the owner of the trademarks, and service marks listed on Schedule "A" (with respect to trademarks and service marks registered or applied for in the United States) and on Schedule "B" (with respect to trademarks and service marks registered or applied for outside of the United States) attached hereto and made part hereof (all such marks or names along with other source identifiers, adopted and used by Grantors, referred to as the "Trademarks")

C. Grantor and Agent desire to have the security interest of Agent in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office or other appropriate trademark registry office against the registrations and applications on Schedules A and B.

NOW THEREFORE, with the foregoing background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises

contained herein, in the Loan Agreement and in the Other Documents, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement and Other Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the prompt payment and performance to Agent and each Lender of the Obligations under the Loan Agreement, Grantor grants a continuing security interest to Agent for its benefit and the ratable benefit of each Lender in all of its right, title and interest in and to the Trademarks, together with all the goodwill of Grantor connected with the use of and symbolized by such Trademarks, and the registrations thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits (collectively the "Collateral").

2. Grantor hereby covenants and agrees to maintain the Trademarks in full force and effect to the extent required by this Agreement and the Loan Agreement and otherwise perform all of its obligations and undertakings under this Agreement until the security interest hereunder is terminated pursuant to Section 13.2 of the Loan Agreement (the "Termination Date").

3. Grantor represents and warrants to Agent that as of the Closing Date:

(a) The Trademarks are subsisting to the extent in use, the applications have not been abandoned, and the registrations have not been cancelled and have not been adjudged invalid or unenforceable;

(b) Each of the Trademarks listed on Schedule A and B is registered (or in the process of application for registration);

(c) Except for any Permitted Encumbrances, Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens and encumbrances;

(d) Grantor has the full power, authority, and legal right to enter into this Agreement and perform its terms;

(e) to Grantor's knowledge, Grantor has complied with, and will continue for the duration of this Agreement to comply in all material respects with, the requirements set forth in 15 U.S.C. § 1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Trademarks;

(f) Grantor has used and will continue to use for the duration of this Agreement consistent standards of quality in services or products leased or sold under the Trademarks; and

(g) Grantor has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Trademarks.

4. Grantor further covenants that:

(a) Until the Termination Date, Grantor will not enter into any agreement which is inconsistent with the obligations of Grantor under this Agreement or which may restrict or impair the rights or priorities of Agent hereunder except as otherwise permitted by this Agreement or the Loan Agreement.

(b) If Grantor acquires rights of ownership to any new trademarks not listed on Schedule A/Schedule B attached hereto ("Additional Trademarks"), then (i) the provisions of this Agreement shall be deemed to automatically apply thereto and such Additional Trademarks shall be deemed part of the Trademarks, (ii) Grantor shall give Agent written notice promptly upon application therefor, and (iii) Grantor shall promptly deliver to Agent with respect to such Additional Trademarks a Supplement to Trademark Security Agreement in the form attached hereto as Exhibit II, duly completed and executed by Grantor and accompanied by a fully completed Schedule A-1/Schedule B-1 with respect to such Additional Trademarks. Each such Schedule A-1/Schedule B-1 attached to each such Supplement to Trademark Security Agreement shall be incorporated and become a part of Schedule A/Schedule B attached hereto and all references to Schedule A contained in this Agreement shall be deemed, for all purposes, to also include each such Schedule A-1/Schedule B-1.

5. So long as this Agreement is in effect no Event of Default has occurred and is continuing under the Loan Agreement and Grantor has not received notice from Agent that Agent has elected to exercise its rights hereunder, (i) Grantor shall continue to have the right to use the Trademarks and (ii) Agent shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to any other Person.

6. Grantor agrees not to sell, grant any license, grant any option, assign or further encumber its rights and interest in the Trademarks without prior written consent of Agent or as may be expressly permitted under the Loan Agreement.

7. Following the occurrence and during the continuance of an Event of Default under the Loan Agreement, Agent, as the case may be, as the holder of a security interest, under the Uniform Commercial Code, as now or hereafter in effect in the jurisdiction whose law governs the interpretation of the Loan Agreement, may take such action permitted under the Loan Agreement and Other Documents, hereunder or under any law, in its exclusive discretion, to record, foreclose upon or otherwise exercise its rights against the Trademarks covered hereby. For such purposes, and only upon the occurrence and during the continuance of an Event of Default, Grantor hereby authorizes, appoints and empowers Agent, its successors and assigns,

and any officer or agent of Agent as Agent may select, in its exclusive discretion, as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to record its interest in any Trademarks or Additional Trademarks in the United States Patent and Trademark Office or other appropriate trademark office including, without limitation, the power to execute on behalf of Grantor a Supplement to Trademark Security Agreement, to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any other Person, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to any other Person including, without limitation, the power to execute on behalf of Grantor a trademark assignment in the form attached hereto as Exhibit I. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof. This power of attorney shall be coupled with an interest and shall be irrevocable until the Termination Date.

8. This Agreement shall be subject to the terms, conditions and provisions set forth in the Loan Agreement and may not be modified without the written consent of the parties hereto.

9. All rights and remedies herein granted to Agent shall be in addition to any rights and remedies granted to Agent under the Loan Agreement and Other Documents and shall be cumulative. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control. All obligations of the Grantor under this Agreement that are addressed in the Loan Agreement shall be satisfied by compliance by the Grantor with the Loan Agreement.

10. Upon the Termination Date, Agent shall execute and deliver to Grantor all documents necessary to terminate the security interest of Agent in the Trademarks.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses incurred by Agent in connection with the preparation and execution of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, or defending, protecting, enforcing or terminating the rights of Agent hereunder, in each case to the extent that Agent has such rights, in accordance with the terms of this Agreement and the Loan Agreement and Other Documents, shall be borne and paid by Grantor.

12. Subject to any applicable terms of the Loan Agreement and this Agreement, Grantor shall have the duty to maintain each trademark registration and prosecute diligently any trademark application with respect to the Trademarks subsisting or pending as of the date of this

Agreement or thereafter to preserve and maintain all rights in the Trademarks. Subject to any applicable terms of the Loan Agreement, Grantor shall not abandon any application or allow expiration or cancellation of any registration for a Trademark, except to the extent permitted by the Loan Agreement and this Agreement without the prior written consent of the Agent such consent not to be unreasonably withheld.

13. Grantor shall have the right to bring suit in its own name to enforce the Trademarks, in which event Agent may, if Grantor reasonably deems it necessary, be joined as a nominal party to such suit if Agent, as applicable shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Grantor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including attorneys' fees, and costs, incurred by Agent in the fulfillment of the provisions of this paragraph.

14. If an Event of Default has occurred and is continuing under the Loan Agreement, Agent may, without any obligation to do so, complete any obligation of Grantor hereunder, in the name of Grantor or in the name, of Agent, but at the expense of Grantor, and Grantor hereby agrees to reimburse Agent in full for all reasonable costs and expenses, including without limitation all reasonable attorneys' fees, incurred by Agent in protecting, defending and maintaining the Trademarks.

15. No delay or omission on Agent's or any Lender's part in exercising any right, remedy or option shall operate as a waiver of such or any other right, remedy or option or of any default. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any right or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative.

16. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible.

17. This Agreement shall be binding upon and inure to the benefit of Grantor, Agent, each Lender, all future holders of the Obligations and their respective successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent and each Lender.

18. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK. Any judicial proceeding brought by or against any Grantor with respect to this Agreement or any related agreement may be brought in any court of competent jurisdiction located in the State of New York, and, by execution and delivery of this Agreement, Grantor accepts for itself and in connection with

its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Grantor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by internationally recognized overnight courier directed to Grantor at its address set forth in Section 16.6 of the Loan Agreement and service so made shall be deemed completed five (5) day after the same shall have been so delivered to such overnight courier. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Agent or any Lender to bring proceedings against Grantor in the courts of any other jurisdiction. Grantor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Any judicial proceeding by Grantor against Agent or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the County of New York, State of New York or the County of Philadelphia, Commonwealth of Pennsylvania and in such case Agent and each Lender waives any objection to such jurisdiction and venue of any action instituted thereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens case; provided however, that if Grantor are unable to pursue any such judicial proceeding against a Lender as a result of such court's refusal of jurisdiction or venue, Grantor may pursue such judicial proceeding in any federal or state court located in such Lender's principal place of business.

19. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

20. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall together constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

[SIGNATURES TO FOLLOW ON SEPARATE PAGE]

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IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Trademark Security Agreement on the day and year first above written.

WESTERN INDUSTRIES, INC.

By: Michael J. Scrucca
Name: Michael J. Scrucca
Title: _____

Acknowledged and accepted:

PNC BANK, NATIONAL ASSOCIATION,
As Agent under the Loan Agreement

By: _____

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Trademark Security Agreement on the day and year first above written.

WESTERN INDUSTRIES, INC.

By: _____
Name: _____
Title: _____

Acknowledged and accepted:

PNC BANK, NATIONAL ASSOCIATION,
As Agent under the Loan Agreement


By: 

THOMAS A. GUTMAN
SENIOR VICE PRESIDENT

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF PHILADELPHIA :
State of Wisconsin
Milwaukee County

On this 28th of December, 2004 before me personally appeared Michael J. Saccucci, to me known and being duly sworn, deposes and says that he or she is authorized to sign on behalf of **WESTERN INDUSTRIES, INC.**; that he or she signed the Agreement attached hereto pursuant to the authority vested in him or her by law; that the within Agreement is the voluntary act of such corporation; and (s)he desires the same to be recorded as such.



Notary Public

My Commission Expires: is permanent

SCHEDULE A

U. S. TRADEMARKS

<u>Mark</u>	<u>Reg. No. (App. No.)</u>	<u>Reg. Date (App. Date)</u>	<u>Status</u>
W and Design	(78-414,031)	(5/6/2004)	Pending
W and Design	(78-414,023)	(5/6/2004)	Pending
G and Design	(78-414,017)	(5/6/2004)	Pending
G and Design	(78-414,009)	(5/6/2004)	Pending
CHILTON and Design	1,430,864	3/3/1987	Registered

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SCHEDULE B

NONE

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POWER OF ATTORNEY

WESTERN INDUSTRIES, INC. ("Grantor"), hereby authorizes **PNC BANK, NATIONAL ASSOCIATION**, a national banking association, its successors and assigns, and any officer or agent of Agent thereof acting in its capacity as such (collectively, "Agent"), as agent for the Lenders under the Revolving Credit, Term Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as Lenders, Grantor and the other borrowers named therein of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), as the true and lawful attorney-in-fact of Grantor, with the following powers exercisable only following the occurrence and during the continuance of an Event of Default under the Loan Agreement, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under a certain Trademark Security Agreement between Grantor and Agent dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Security Agreement"), including, without limitation, the power to record its interest in any Trademarks (as defined in the Trademark Agreement) or Additional Trademarks (as defined in the Trademark Security Agreement) in the United States Patent and Trademark Office or other appropriate trademark office including, without limitation, the power to execute on behalf of Grantor a supplement to Trademark Agreement, to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else to prosecute and maintain any applications or registrations for the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks including, without limitation, the power to execute on behalf of Grantor a trademark assignment, in the form of Exhibit I to the Trademark Security Agreement in each case subject to the terms of the Loan Agreement and the Trademark Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Trademark Security Agreement, the Loan Agreement and the Other Documents except for gross negligence or willful misconduct of Agent.

This Power of Attorney shall be coupled with an interest and irrevocable through the Termination Date (as defined in the Trademark Security Agreement).

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IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney this
28th day of December, 2004.

WESTERN INDUSTRIES, INC.

By: Michael J. Sanchez
Name:
Title:

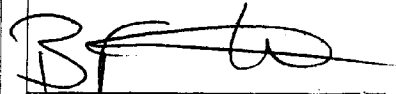
CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF

SS

State of Wisconsin
Milwaukee County

On this 28th of December, 2004 personally appeared Michael J. Saccucci to me known and being duly sworn, deposes and says that he or she is authorized to sign on behalf of **WESTERN INDUSTRIES, INC.**, the Grantor corporation described in the foregoing Power of Attorney; that he or she signed the Power of Attorney pursuant to the authority vested in him or her by law; that the within Power of Attorney is the voluntary act of such company; and (s)he desires the same to be recorded as such.



Notary Public

My Commission Expires: is permanent

EXHIBIT I

**FORM OF ASSIGNMENT OF TRADEMARKS, TRADEMARK REGISTRATIONS,
AND TRADEMARK APPLICATIONS**

WHEREAS, **WESTERN INDUSTRIES, INC.**, a Wisconsin corporation ("Assignor"), located at [_____] is the registered owner of the registered trademarks and applications therefor listed on **Schedule "A"** and **Schedule "B"**, attached hereto and made a part hereof (the "Trademarks"), which are registered or pending in the United States Patent and Trademark Office (with respect to Schedule A) or the trademark office or authority of another jurisdiction (with respect to Schedule B); and

WHEREAS, _____ ("Assignee"), a corporation having a place of business at _____, is desirous of acquiring said Trademarks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor does hereby transfer, assign and set over unto Assignee all of its rights, title, and interest in and to the Trademarks and all goodwill connected with the use of or symbolized thereby and the right (but not the obligation) to sue for past present and future infringements, and the proceeds thereof, including without limitation, license royalties and proceeds of infringement suits.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ____ day of _____.

WESTERN INDUSTRIES, INC.

By: _____

Attorney-in-fact

UNITED STATES OF AMERICA
STATE OF
COUNTY OF

:
:
:
SS

On this ____ day of _____, 2001 before me, a Notary Public for the said County and Commonwealth, personally appeared known to me or satisfactorily proven to me to be attorney-in-fact on behalf of **WESTERN INDUSTRIES, INC.** ("Assignor") and s/he acknowledged to me that s/he executed the foregoing Trademark Assignment on behalf of Assignor, and as the act and deed of Assignor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

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EXHIBIT II
SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This Supplement to Trademark Security Agreement ("Supplement"), dated [_____, _____], is entered into by **WESTERN INDUSTRIES, INC.** ("Grantor") a Wisconsin corporation having a mailing address at 1215 N. 62nd St., Milwaukee, WI 53213 ("Grantor") and delivered to **PNC BANK, NATIONAL ASSOCIATION** a national banking association of having a mailing address at 1600 Market Street, Philadelphia, PA 19103, Attn: Celeste DiGeorge ("Agent"), as agent for Lenders under the Loan Agreement (as defined below).

Background

A. This Supplement is being delivered in connection with that certain Revolving Credit, Term Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as Lenders (collectively, the "Lenders") and the Grantor and other borrowers named therein dated December __, 2004 (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), and that certain Trademark Security Agreement, dated as of the date of the Loan Agreement, by and between Grantor and Agent (as it may have been and hereafter be amended, supplemented, restated, replaced, or otherwise modified from time to time, the "Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the Trademark Security Agreement.

B. Pursuant to the Loan Agreement and the Trademark Security Agreement, Grantor granted to Agent for its benefit and the ratable benefit of Lender a continuing security interest in all of the Trademarks of Grantor (as defined therein).

C. Grantor has acquired certain additional trademarks, service marks, trade names, and applications or registrations therefor, as set forth on **Schedule A-1/Schedule B-1** attached hereto and made part hereof (collectively, "Additional Trademarks"). Grantor and Agent desire to execute this Supplement for the purpose of, inter alia, granting, ratifying and confirming the security interest of Agent on and in the Additional Trademarks, as more fully set forth in the Trademark Security Agreement, and for recording in the United States Patent and Trademark Office or other appropriate trademark office.

NOW THEREFORE, with the foregoing background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor, intending to be legally bound hereby, covenants and agrees as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement and Other Documents, and for other good, valuable and sufficient consideration, the receipt of which

is hereby acknowledged, and to secure the prompt payment and performance to Agent and each Lender of the Obligations of Grantor under the Loan Agreement, Grantor grants a continuing security interest to Agent, for its benefit and the ratable benefit of each Lender, in all of its rights, title and interest in and to the Additional Trademarks, together with all the goodwill of Grantor associated with and represented by the Additional Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Grantor acknowledges and confirms that the rights and remedies of Agent with respect to the security interest in the Additional Trademarks granted hereby are more fully set forth in the Loan Agreement and the Trademark Security Agreement, the terms and provisions of which are incorporated herein by reference. All references to the Trademark Security Agreement contained in the Loan Agreement or Other Documents shall be deemed, for all purposes, to also refer to and include this Supplement.

3. Schedule A/Schedule B to the Trademark Security Agreement is hereby supplemented by the information contained on Schedule A-1/Schedule B-1 attached hereto. All references to Schedule A/Schedule B contained in the Loan Agreement, Trademark Security Agreement or Other Documents shall be deemed, for all purposes, to also refer to and include Schedule A-1/Schedule B-1.

4. Except as expressly amended by this Supplement, all of the terms, conditions and provisions of the Loan Agreement and the Trademark Security Agreement are hereby ratified and continue unchanged and remain in full force and effect.

5. This Supplement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall together be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Supplement on the day and year first above written.

WESTERN INDUSTRIES, INC.

By: _____
Name:
Title: President

Approved and accepted:
PNC BANK, NATIONAL ASSOCIATION
As Agent under the Loan Agreement

By: _____

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CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this ___ day of _____, 200__, before me personally appeared _____, who being duly sworn, deposes and says that he/she is authorized to sign on behalf of **WESTERN INDUSTRIES, INC.**, the corporation described in the foregoing document, that he/she in such capacity is authorized to execute on behalf of the said corporation the foregoing document for the purposes contained therein, and that he/she is the person whose name and signature is subscribed to the foregoing document.

Notary Public

My commission expires:

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