

Form PTO-1594 (Rev. 03/05)

OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Prestolite Electric Incorporated

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

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 05/02/2005

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: National City Bank

Internal

Address:

Street Address: 629 Euclid Avenue, 2nd Floor

City: Cleveland

State: Ohio

Country: USA

Zip: 44114

- Association Citizenship National Banking Association
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

0785917, 0515558, 1215489, 2421815

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: James R. Mix

Internal Address: Jones Day

Street Address: 901 Lakeside Avenue

City: Cleveland

State: OH Zip: 44114

Phone Number: 216-586-3939

Fax Number: 216-579-0112

Email Address: jmix@jonesday.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-1432
Authorized User Name James R. Mix

9. Signature:



08/17/2005

Date

James R. Mix Int. Billing Ref: 497400-121051

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

TRADEMARK

REEL: 003175 FRAME: 0726

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CH \$115.00 501432 0785917

EXECUTION VERSION**GRANT OF SECURITY INTEREST IN 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 IN TRADEMARKS 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 (as defined therein) from time to time party thereto and the Grantee, dated as of May 2, 2005 (as amended from time to time, the "*Security Agreement*"). Upon the termination of 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 in Trademarks 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 in Trademarks as of the 2nd day of May, 2005.

PRESTOLITE ELECTRIC INCORPORATED,
as Grantor:



By: _____
Name: R.C. CORNELIUS
Title: EXEC. V.P. I.C.F.O.

NATIONAL CITY BANK,
as Collateral Agent and Grantee:


By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest in Trademarks as of the 2nd day of May 2005.

PRESTOLITE ELECTRIC INCORPORATED,
as Grantor:

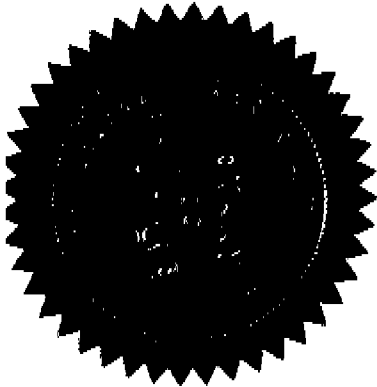
By: _____
Name:
Title:

NATIONAL CITY BANK,
as Collateral Agent and Grantee:

By:  _____
Name: John Thompson
Title: Vice President

STATE OF MICHIGAN)
) ss:
COUNTY OF WASHTENAW)

On this 3 day of May, 2005, before me personally came R.C. CORNELIUS who, being duly sworn, did depose and say that [s]he is EXEC. V.P. of PRESTALITE ELECTRIC INC. that [s]he is authorized to execute the foregoing Grant of Security Interest in Trademarks on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.



Karen A. Oldham
Notary Public

KAREN A. OLDHAM
Notary Public - Monroe County, MI
My Commission Expires July 10, 2006
Acting in Washtenaw County, MI

SCHEDULE ATrademarks

Prestolite Electric Incorporated owns the following trademarks:

<u>Docket No.</u>	<u>Trademark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>App. Date</u>	<u>Appt. No.</u>	<u>Action Due</u>	<u>Due Date</u>	<u>Country</u>
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
32108US01	Prestolite Logo	January 16, 2001	2421815	June 16, 1998	75/503222	Sec. 8&15 Aff.	January 16, 2007	United States