

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wisconsin Motors, LLC		09/28/2007	LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	Associated Bank, National Association		
Street Address:	401 East Kilbourn Avenue		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2804537	RED SEAL	
Registration Number:	1913008		
Registration Number:	1944950	WISCONSIN	
CORRESPONDENCE DATA			
Fax Number:	(414)978-8675		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414 277 5000		
Email:	msl@quarles.com		
Correspondent Name:	Marta S. Levine		
Address Line 1:	Quarles & Brady LLP		
Address Line 2:	411 East Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Marta S. Levine		
Signature:	/MartaLevine/		

CH \$90.00 2804537

Date:

10/11/2007

Total Attachments: 5

source=SecurityAgreementWisconsinMotorsLLC#page1.tif

source=SecurityAgreementWisconsinMotorsLLC#page2.tif

source=SecurityAgreementWisconsinMotorsLLC#page3.tif

source=SecurityAgreementWisconsinMotorsLLC#page4.tif

source=SecurityAgreementWisconsinMotorsLLC#page5.tif

**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS AND COPYRIGHTS**

THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS AND COPYRIGHTS (the "Confirmatory Assignment") is made effective as of September 28, 2007, by and from **WISCONSIN MOTORS, LLC** ("Borrower"), a Wisconsin limited liability company, whose principal address is 2021 MacArthur Road, Waukesha, Wisconsin 53188, to and in favor of **ASSOCIATED BANK, NATIONAL ASSOCIATION** ("Associated"), a national banking association, whose principal address is 401 East Kilbourn Avenue, Milwaukee, Wisconsin 53202.

WHEREAS, Borrower and Associated have entered into a Security Agreement of even date herewith (as amended from time to time, the "Security Agreement") pursuant to which Borrower has granted Associated a security interest in all of Borrower's personal property and assets;

WHEREAS, Borrower is the owner of the patents (the "Patents"), the trademarks and the goodwill of the business in connection therewith (the "Trademarks"), and the copyrights (the "Copyrights"), all listed on Exhibit A attached hereto, which Patents are issued with the United States Patent and Trademark Office; which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and which Copyrights are registered with the United States Copyright Office.

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Associated under the Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- 2) The Security Interest.
 - (a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Obligations of Borrower, pursuant to the Security Agreement. Upon the payment in full of all Obligations, Associated shall, upon such satisfaction, execute, acknowledge, and deliver to Borrower an instrument in writing releasing the security interest in the Patents, Trademarks, and Copyrights acquired under this Confirmatory Assignment.
 - (b) Borrower hereby assigns and grants to Associated a security interest in (1) all of Borrower's right, title and interest in and to the Patents, Trademarks, and Copyrights set forth on Exhibit A, now owned or from time to time

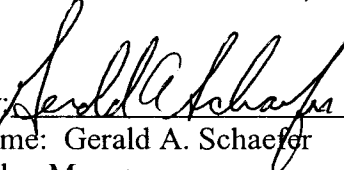
after the date hereof owned or acquired by the Borrower, together with (2) all proceeds and products of the Patents, Trademarks, and Copyrights, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Patents, Trademarks, or Copyrights, or unfair competition regarding the same.

- (c) The rights and remedies of Associated 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 Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(Signature Pages Follow)

IN WITNESS WHEREOF, Borrower has executed this Confirmatory Assignment effective as of the above-indicated date.

WISCONSIN MOTORS, LLC

By: 
Name: Gerald A. Schaefer
Title: Manager

Signature Page to Confirmatory Assignment of Security Interest
in United States Patents, Trademarks and Copyrights

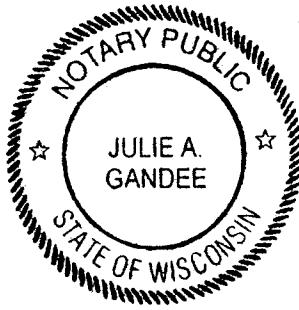
QBMKE6193499.1

TRADEMARK
REEL: 003637 FRAME: 0543

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Gerald A. Schaefer, the Manager of **WISCONSIN MOTORS, LLC**, personally came before me this 28th day of September, 2007, and executed or acknowledged to me that he executed the foregoing Confirmatory Assignment of Security Interest in United States Patents, Trademarks and Copyrights on behalf of **WISCONSIN MOTORS, LLC**.

(SEAL)



Julie A. Gandee
Notary Public, State of Wisconsin
My Commission expires 02/06/11

Notary Page to Confirmatory Assignment of Security Interest
in United States Patents, Trademarks and Copyrights

QBMKE\6193499.1

TRADEMARK
REEL: 003637 FRAME: 0544

Exhibit A - SCHEDULE OF PATENTS, TRADEMARKS, COPYRIGHTS (Wisconsin
Motors)

U.S. PATENTS

None

U.S. TRADEMARKS

1. 2804537 RED SEAL

2. 1913008



3. 1944950 WISCONSIN

U.S. COPYRIGHTS

None