

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

American Electronic Components, Inc.

12-9-02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: November 15, 2002

2. Name and address of receiving party(ies)

Name: Dana Global Holdings, Inc.

Internal

Address:

Street Address: 4500 Dorr Street

City: Toledo State: Ohio Zip: 43615

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

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1489961, 1992817, 1006276, 1006277, 1200944

Additional number(s) attached Yes No

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

Name: Jonathan R. Pond

Internal Address: Hunton & Williams

Riverfront Plaza, East Tower

Street Address: 951 E. Byrd St.

City: Richmond State: VA Zip: 23219

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41): \$ 140.00

- Enclosed Authorized to be charged to deposit account only for any shortfall in enclosed fee

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.

Jonathan R. Pond

Name of Person Signing

Signature

11/27/02 Date

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

10

12/11/2002 BTOM11 00000028 1489961

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

**COLLATERAL ASSIGNMENT OF TRADEMARKS  
AND SECURITY AGREEMENT**

**THIS COLLATERAL ASSIGNMENT OF TRADEMARKS AND SECURITY AGREEMENT**, dated as of November 15, 2002 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "*Agreement*"), between **AMERICAN ELECTRONIC COMPONENTS, INC.**, an Indiana corporation (herein, together with its successors and assigns, the "*Assignor*"), and **DANA GLOBAL HOLDINGS, INC.**, a Delaware corporation (the "*Secured Party*").

**PRELIMINARY STATEMENTS:**

(1) Except as otherwise defined herein, terms used herein and defined in the Note (as defined below) and the Security Agreement (as defined below) shall be used herein as therein defined.

(2) This Agreement is made pursuant to the Secured Promissory Note, dated as of the date hereof (herein, as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the "*Note*"), between AECI Holding Company ("*AECI*") and the Secured Party, providing, among other things, for loans or advances or other extensions of credit to or for the benefit of AECI with such loans or advances being evidenced by the Note (such term to include all notes and other securities issued in exchange therefor or in replacement thereof) and the Security Agreement, dated as of the date hereof, among the Assignor, Theodore Bargman Co., AECI and the Secured Party (herein, as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time the "*Security Agreement*").

(3) Pursuant to the Subsidiary Guaranty, each Subsidiary Guarantor has jointly and severally guaranteed to the Secured Party the payment when due of the Guaranteed Obligations (as defined in the Subsidiary Guaranty).

(4) It is a condition precedent to the issuance of the Note, that the Assignor shall have executed and delivered to the Secured Party this Agreement.

(5) The Assignor desires to execute this Agreement to satisfy the condition described in the preceding paragraph, and to grant a security interest in favor of the Secured Party.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order, among other things, to induce the Secured Party to make Loans available to the Assignor pursuant to the Note, the parties hereto hereby agree as follows:

**1. Security for Secured Obligations.** This Agreement is made by the Assignor with the Secured Party to secure:

(a) the full and prompt payment when due (whether at the stated maturity, by acceleration or otherwise) of all obligations (including obligations which, but for the automatic stay under section 362(a) of the Bankruptcy Code, would become due) of the Assignor to the Secured Party, whether now existing or hereafter incurred under, arising out of, or in connection with the Note and the Security Agreement to which the Assignor or any of its Subsidiaries or Affiliates is now or hereafter becomes a party, and the due performance and compliance by the Assignor and its Subsidiaries and Affiliates with all of the terms, conditions and agreements contained in the Note and the Security Agreement (all such obligations and liabilities under this clause (a), being herein collectively called the "***Credit Document Obligations***");

(b) any and all sums advanced by the Secured Party in order to preserve the Collateral (as hereinafter defined) or preserve its security interest in the Collateral; and

(c) in the event of any proceeding for the collection or enforcement of any indebtedness, obligations, or liabilities of the Assignor or any Subsidiary referred to in clauses (a) and (b) above, after an Event of Default shall have occurred and be continuing, the reasonable expenses of retaking, holding, preparing for sale or lease, selling or otherwise disposing of or realizing on the Collateral, or of any exercise by the Secured Party of its rights hereunder, together with reasonable attorneys' fees and court costs.

All such obligations, liabilities, sums and expenses set forth in clauses (a) through (c) of this section 1 being herein collectively called the "***Secured Obligations***", it being acknowledged and agreed that the "***Secured Obligations***" shall include extensions of credit of the types described above, whether outstanding on the date of this Agreement or extended from time to time after the date of this Agreement.

**2. Assignment and Grant of Security Interest.**

(a) As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Secured Party, a security interest in, a general lien upon and/or a right of set-off against (whether now or hereafter existing or arising or in which Assignor now has or hereafter owns, acquires or develops an interest wherever located and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following (hereafter collectively called the "***Collateral***"):

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof and any applications for registration of trademarks, trade names and service marks filed with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Secured Party shall keep all such information, knowledge, records or data strictly confidential and limit dissemination thereof solely among its officers and their designees, auditors and regulatory authorities (on an "as necessary" basis);

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all goodwill related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the Uniform Commercial Code of the State of Ohio) of the Assignor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral);

whether now existing or hereafter created or acquired, as to all of the above.

(b) Unless an Event of Default shall have occurred and be continuing, the Secured Party hereby grants to the Assignor, without representation or warranty of any kind, express or implied, the exclusive, nontransferable right and license to use the Collateral, for the Assignor's own benefit and account. The Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to the Assignor in this paragraph, without the prior written consent of the Secured Party. Upon the occurrence and during the continuance of any Event of Default, the Assignor's license with respect to the Collateral as set forth in this paragraph shall terminate automatically without any requirement of notice to the Assignor of such termination, and the Secured Party shall thereupon have, in addition to all other rights and remedies given it by this Agreement, those allowed by the federal laws of the United States and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which any of the Collateral may be located.

**3. Continuing Liability.** The Assignor hereby expressly agrees that, anything herein to the contrary notwithstanding, it shall remain liable under each license, interest and obligation assigned to the Secured Party hereunder to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions thereof. The Secured Party shall have no obligation or liability under any such license, interest or obligation by reason of or arising out of this Agreement or the assignment thereof to the Secured Party or the receipt by the Secured Party of any payment relating to any such license, interest or obligation pursuant thereto, nor shall the Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of the Assignor thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such license, interest or obligation, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

**4. Remedies.** If an Event of Default has occurred and is continuing, the Secured Party may exercise, in addition to all other rights and remedies granted to it in this Agreement, the Note, the Security Agreement and any other document related thereto, all rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law. Without limiting the generality of the foregoing, the Assignor expressly agrees that in any such event the Secured Party, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon the Assignor or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange, broker's board or at any of the Secured Party's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk, and the Secured Party shall apply the net proceeds (after expenses) of any such sale, lease, assignment or other disposition against the Secured Obligations in accordance with the Security Agreement, the Assignor remaining liable for any deficiency therein. After payment in full of all of the Secured

Obligations (including those not yet due and payable at the time of the application referred to above), the Secured Party shall remit any surplus net proceeds to the Assignor (or its successors or assigns) or otherwise as a court of competent jurisdiction may direct. The Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity or redemption in the Assignor, which right or equity is hereby expressly waived and released. To the extent permitted by applicable law, the Assignor waives all claims, damages and demands against the Secured Party arising out of the repossession, retention or sale of the Collateral. The Assignor agrees that the Secured Party need not give more than 10 days' notice of the time after which a private sale may take place and that such notice is reasonable notification of such matter.

**5. Grant of License to Use Intangibles.** For the purpose of enabling the Secured Party to exercise rights and remedies under section 4 hereof at such time as the Secured Party, without regard to this section 5, shall be lawfully entitled to exercise such rights and remedies and for no other purpose, the Assignor hereby grants to the Secured Party an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Assignor) to use, assign or sublicense any of the Collateral, now owned or hereafter acquired by the Assignor, and wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof.

**6. Representations and Warranties, etc.** The Assignor agrees that it will at its expense forever warrant and, at the Secured Party's request defend the Security Party's and the Assignor's respective interests in the Collateral from any and all claims and demands of any other person that it will not grant, create or permit to exist any Lien upon or security interest in the Collateral in favor of any other person. The Assignor represents and warrants to the Secured Party that: (a) the Assignor has full power, authority and legal right and capacity to incur and perform its obligations hereunder, (b) this Agreement constitutes the legal, valid and binding obligation of the Assignor, enforceable in accordance with its terms, (c) the making and performance by the Assignor of this Agreement and the grant of the security interest hereunder have been duly authorized by all necessary corporate action, and do not and will not violate the provisions of any applicable law or applicable regulation, the Assignor's certificate of articles of incorporation or by-laws, and do not and will not result in a breach of, or constitute a default under, or require any consent (other than consents which have been obtained which are in full force and effect and copies of which have been delivered to the Secured Party) or create any lien, charge or encumbrance under, any agreement, instrument or document or the provisions of any order, writ, judgment, injunction, decree, determination or award of any court, government or governmental agency or instrumentality, applicable to the Assignor or to any of the assets of the Assignor to which the Assignor is a party or by which the Assignor or any of the assets of the Assignor may be bound or affected, (d) so long as the Secured Obligations remain outstanding, the Assignor at all times will be the sole direct or indirect beneficial owner of the Collateral hereunder, and (e) this Agreement grants to the Secured Party a first priority lien upon and first priority perfected secured interest in the Collateral subject to no lien or security interest.

**7. Notices.** All notices or other communications hereunder shall be given in the manner and to the addresses determined under the Security Agreement.

**8. Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**9. No Waiver; Cumulative Remedies.** The Secured Party shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Secured Party, and then only to the extent therein set forth. A waiver by the Secured Party or any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Secured Party would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of the Secured Party any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

**10. Waivers; Amendments.** None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

**11. Limitations by Law.** All rights, remedies and powers provided by sections 4 and 5 hereof may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law, and all the provisions of sections 4 and 5 hereof are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part, or not entitled to be recorded, registered or filed under the provision of any applicable law.

**12. Successors and Assigns.** This Agreement shall be binding upon the Assignor and the Secured Party and their respective successors and assigns and shall inure to the benefit of the Assignor, the Secured Party and their respective successors and assigns, and nothing herein or in the Note or the Security Agreement is intended or shall be construed to give any other person any right, remedy or claim under, to or in respect of this Agreement, the Note or the Security Agreement.

**13. Termination and Reassignment.** The Secured Party agrees that upon the termination or expiration of the Note and the Security Agreement and the payment in full of all the Secured Obligations, the Secured Party will, if the Payee has no remaining commitments under the Note, upon the request and at the expense of the Assignor execute all such documents as may be reasonably requested by the Assignor to release the security interests created hereby and to reassign (without representation or warranty) to the Assignor the Assignor's trademark and other rights assigned hereby.

**14. Reference to Separate Security Agreement.** This Agreement has been entered into by the Assignor and the Secured Party primarily for recording purposes as contemplated by the Security Agreement, and all representations, warranties and covenants made or given by the

Assignor therein are deemed to be herein repeated, remade and given again. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

**15. Applicable Law.** This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the State of Ohio, notwithstanding its conflicts of laws principles.

**16. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.


**[Remainder of page intentionally left blank.]**



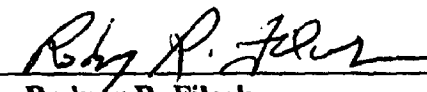
17. JURY TRIAL WAIVER. THE ASSIGNOR AND THE SECURED PARTY EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN THE SECURED PARTY AND THE ASSIGNOR ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO. THE ASSIGNOR AND THE SECURED PARTY HEREBY (A) CERTIFY THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGE THAT IT AND THE OTHER PERSONS PARTY HERETO OR BENEFITED HEREBY HAVE BEEN INDUCED TO ENTER INTO OR ACCEPT THE BENEFITS OF THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS OF THIS SECTION.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

AMERICAN ELECTRONIC  
COMPONENTS, INC., *as the Assignor*

By:   
Name: \_\_\_\_\_  
Title:

DANA GLOBAL HOLDINGS, INC.,  
*as Secured Party*

By:   
Name: Rodney R. Filcek  
Title: President

AEC Collateral Assignment of  
Trademarks & Security Agreement

**Schedule A  
to Collateral Assignment of  
Trademarks  
and Security Agreement**

**REGISTERED TRADEMARKS, TRADE NAMES, SERVICE MARKS, ETC.:**

<b>Trademark</b>	<b>Country</b>	<b>Appl No</b>	<b>Reg No</b>
AEC DESIGN	United States of America	73662598	1489961
AEC DESIGN	United States of America	74659009	1992817
DURAKOOL	United States of America	73015772	1006276
HERMASEAL	United States of America	73015773	1006277
SQUARE DESIGN	United States of America	73318364	1200944