

05-10-1999



101032774

4-30-99

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
 04/20/99

Name  Wheeled Coach Industries, Inc.

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization  Florida

Receiving Party

Mark if additional names of receiving parties attached

Name  NationsBank, N.A., as Agent

DBA/AKATA

Composed of

Address (line 1)  P.O. Box 3406

Address (line 2)

Address (line 3)  Atlanta

City

GA

State/Country

30302-3406

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other  a national banking corporation
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

05/05/1999 JSHABAZZ 00000097 75496564

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503  
TRADEMARK

REEL: 1893 FRAME: 0877

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="75-496,564"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75-541,766"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="75-496,564"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75-541,766"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Dana Kull, Esq.

4/26/99

Name of Person Signing

Signature

Date Signed

**SECURITY AGREEMENT**

(Trademarks)

STATE OF GEORGIA )  
 ) ss.:  
 COUNTY OF FULTON )

WHEREAS, Wheeled Coach Industries Inc., a Florida corporation (the "Assignor"), has adopted, used and is using marks which are registered in the United States Patent and Trademark Office as set forth on **Schedule A** (the "Trademarks");

WHEREAS, the Assignor is the sole owner of the entire right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks and the registrations thereof;

WHEREAS, the Assignor has entered into the Amended and Restated Loan and Security Agreement, dated as of July 31, 1998 as amended by Amendment No. 1 dated as of April 1, 1999 (as further amended, modified, supplemented or restated from time to time, the "Loan Agreement"), by and among the Assignor, certain of its affiliates, the lenders party thereto from time to time (the "Lenders"), and NationsBank, N.A., as agent for the Lenders (the "Agent"), pursuant to which the Lenders have, on the date hereof, made or agreed to make certain loans to the Assignor and may, from time to time hereafter, make additional loans to the Assignor; and

WHEREAS, pursuant to the Loan Agreement the Assignor has agreed to grant to the Agent, on behalf of the Lenders, a continuing security interest in, and a continuing lien on, all of the Assignor's right, title and interest in and to the following (collectively, the "Trademark Collateral"),

- (a) the Trademarks and any other trademarks (including service marks), trade names and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the trademarks,
- (b) the licenses of the foregoing, whether as licensee or licensor,
- (c) renewals thereof,
- (d) income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof,

(e) rights to sue for past, present and future infringements thereof, including the right to settle suits involving claims and demands for royalties owing, and

(f) all rights corresponding to any of the foregoing throughout the world,

to secure the payment and performance of the Secured Obligations (as defined in the Loan Agreement);

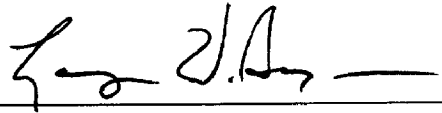
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby grant to the Agent, on behalf of the Lenders, a continuing security interest in and a continuing lien on, the Trademark Collateral as security for the payment and performance of the Secured Obligations.

The Assignor hereby further acknowledges and affirms that the rights and remedies of the Agent and Lenders with respect to the security interest in and lien upon the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be duly executed by its authorized officer or agent as of April 20, 1999.

WHEELED COACH INDUSTRIES, INC.

[Corporate Seal]

By: 

Larry Sayre  
Chief Financial Officer

STATE OF GEORGIA )  
 ) ss.:  
COUNTY OF FULTON )

This 20<sup>th</sup> day of April, 1999, personally came before me, a Notary Public in and for said County and State, Larry Sayre who, being by me duly sworn, says that he is the Chief Financial Officer of Wheeled Coach Industries, Inc., that he signed the foregoing instrument on behalf of said entity by his authority duly given, and that he acknowledged said instrument in writing to be the act and deed of said entity.

Witness my hand and official seal.

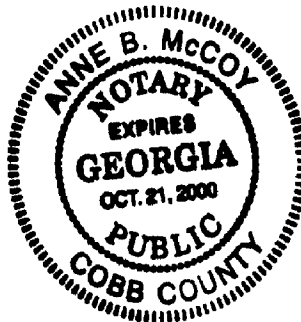
Notary Public:

Anne B. McCoy  
Name: Anne B. McCoy  
(Print or type)

My commission expires:

10/21/2000

[NOTARIAL SEAL]



**Schedule A**

**Registered Trademarks**

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Care Caddy	75-496,564	6-4-98
Crusader	75-541,766	8-24-98

114409

# HUNTON & WILLIAMS

BANGKOK, THAILAND  
BRUSSELS, BELGIUM  
CHARLOTTE, NORTH CAROLINA  
HONG KONG  
KNOXVILLE, TENNESSEE  
LONDON, ENGLAND  
MCLEAN, VIRGINIA

NATIONSBANK PLAZA - SUITE 4100

600 PEACHTREE STREET, N.E.

ATLANTA, GEORGIA 30308-2216

TELEPHONE (404) 888-4000

FACSIMILE (404) 888-4190

MIAMI, FLORIDA  
NEW YORK, NEW YORK  
NORFOLK, VIRGINIA  
RALEIGH, NORTH CAROLINA  
RICHMOND, VIRGINIA  
WARSAW, POLAND  
WASHINGTON, D.C.

FILE NO.: 46124.68

DIRECT DIAL: (404) 888-4225

E-MAIL: NLEWIS@HUNTON.COM

April 29, 1999

**BY NEXT DAY AIR**

**ATTN: CUSTOMER SERVICES COUNTER  
TRADEMARK SECURITY AGREEMENTS**

U.S. Patent and Trademark Office  
Office of Public Records  
1213 Jefferson Davis Highway, 3<sup>rd</sup> Floor  
Arlington, Virginia 22202

NationsBank, N.A./Collins Industries, Inc.

Enclosed for recording is an original of an Assignment for Security Interest (Trademarks) dated as of April 20, 1999, by Wheeled Coach Industries, Inc., as assignor, to NationsBank, N.A., as assignee. Also enclosed is a completed Form PTO-1618A recordation form cover sheet and our firm's check made payable to the Commissioner of Patents and Trademarks in the amount of \$65.00 to cover the filing fee for recording the Agreement.

As it is imperative that this Agreement be recorded **ON OR BEFORE July 20, 1999**, please call me collect at (404) 888-4225 if you have any questions or concerns. Thank you very much for your assistance with this matter.

Sincerely,



Natalie Lewis  
Paralegal

Enclosures

cc: Dana Kull, Esq.

04/30/1999 10:00 AM  
NATIONAL ARCHIVE  
SERIALS ACQUISITION  
1010 19th St NW  
GAITHERSBURG, MD 20878  
TEL: (301) 837-2000  
FAX: (301) 837-2001  
WWW.NATIONALARCHIVE.GOV

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RECORDED: 04/30/1999

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REEL: 1893 FRAME: 0883