

10-20-2000

FORM PTO-1594
1-31-92



NET
Y

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101493608

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **TENNECO AUTOMOTIVE INC.**

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State (DE)
- Other 10-2-00

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

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank, as Administrative Agent
 Internal Address: _____
 Street Address: 4 MetroTech Center, 5th Floor
 City: Brooklyn State: NY ZIP: 11245

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Conditional Assignment of and Security Interest in Trademark Rights

Execution Date: November 4, 1999

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation 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) **See Attached Continuation**

B. Trademark Registration No.(s) **See Attached Continuation**

Additional numbers attached? Yes No

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

Name: Kristopher E. Ahrend, Esq.
 Internal Address: Simpson Thacher & Bartlett

 Street Address: 425 Lexington Avenue

 City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 67

7. Total fee (37 CFR 3.41): \$1,690.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attached 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.

Kristopher E. Ahrend, Esq.
Name of Person Signing

Signature

10/2/00

Date

Total number of pages comprising cover sheet: 11

01 20/2000 07/111 00000017 70062140

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

01 FE:461 00.00 OF
02 FE:462 100.00 OF

**TRADEMARK
REEL: 002155 FRAME: 0348**

CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET

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

SERIAL NO.
75/082,340
75/643,076
75/541,880

REG. NO.
1,460,783
1,831,263
1,028,585
1,087,696
1,108,544
748,397
1,316,852
1,316,853
1,720,113
1,645,144
1,396,687
970,143
1,892,463
1,780,163
689,795
1,884,826
1,000,678
575,157

REG. NO.
1,082,431
1,829,341
1,914,781
2,228,132
526,842
1,927,531
959,307
1,153,083
2,237,776
1,245,200
1,592,912
1,793,593
1,431,882
2,083,927
1,425,688
1,157,217
1,797,725
797,151
790,675
1,672,986
1,949,008
1,322,047
1,320,582

REG. NO.
1,510,877
1,326,444
745,345
778,379
1,807,372
1,345,059
1,379,553
839,099
772,766
1,269,121
850,495
765,014
1,394,797
759,594
1,393,958
775,193
1,804,334
2,237,775
1,250,178
1,251,601
2,080,683
1,810,661
2,192,498

CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of November 4, 1999 is made by Tenneco Automotive Inc., a Delaware corporation (the "Obligor"), in favor of The Chase Manhattan Bank, a New York banking corporation, as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of September 30, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Tenneco Inc., a Delaware corporation and parent of Obligor (the "Borrower"), the Lenders, the Administrative Agent, Commerzbank and Bank of America, N.A., as co-documentation agents ("Co-Documentation Agents"), and Citicorp USA, Inc., as syndication agent ("Syndication Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other entities related to the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of November 4, 1999, in favor of Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Obligor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Obligor has duly authorized the execution, delivery and performance of this Conditional Assignment;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Obligor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Conditional Assignment and Grant of Security Interest. Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

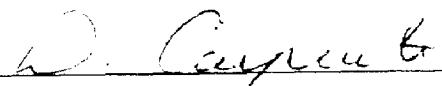
SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by Obligor for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TENNECO AUTOMOTIVE INC.

By: 
Name: Donald Carpenter
Title: Vice President

THE CHASE MANHATTAN BANK
as Administrative Agent for the Lenders

By: 
Name: RANDOLPH E. GATES
Title: VICE PRESIDENT

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

On the 5th day of November, 1999, before me personally came Debra Carpenter, who is personally known to me to be the Vice President of Tenneco Automotive Inc a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

[Handwritten Signature]

Notary Public

~~ELIZABETH IACOVIELLO
Notary Public, State of New York
No. 314638331
Qualified in New York County
Commission Expires June 30, 2000~~

(PLACE STAMP AND SEAL ABOVE)

"OFFICIAL SEAL"
CHERYL GOTTWALD
Notary Public, State of Illinois
My Commission Expires June 19, 2003

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On the 4th day of NOVEMBER, 1999, before me personally came RANDOLPH E. DATES, who is personally known to me to be the VICE PRESIDENT of The Chase Manhattan Bank, a New York banking corporation; who, being duly sworn, did depose and say that ~~she~~/he is the VICE PRESIDENT in such corporation, the corporation described in and which executed the foregoing instrument; that ~~she~~/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that ~~she~~/he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

ELIZABETH IACOVIELLO
Notary Public, State of New York
No. 31-4638331
Qualified in New York County
Commission Expires June 30, 2000

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A - U.S. TRADEMARKS

**REGISTERED TRADEMARKS
TENNECO AUTOMOTIVE INC.**

<u>Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Tenneco Automotive Inc.	ABSORBITE	1460783	13OC1987
Tenneco Automotive Inc.	AIR RANCHO	1831263	19AP1994
Tenneco Automotive Inc.	BIRD DESIGN	1028585	30JE1975
Tenneco Automotive Inc.	BLACK JACK	1087696	21MR1978
Tenneco Automotive Inc.	BLACKJACK HEADERS & DESIGN	1108544	12DE1978
Tenneco Automotive Inc.	CLEAN-SEAL & DESIGN	748397	23AP1963
Tenneco Automotive Inc.	CYCLONE & DESIGN	1316852	29JA1985
Tenneco Automotive Inc.	CYCLONE	1316853	29JA1985
Tenneco Automotive Inc.	EXPERT SERIES	1720113	29SE1992
Tenneco Automotive Inc.	GAS-MATIC	1645144	21MY1991
Tenneco Automotive Inc.	GAS-MAGNUM	1396687	10JE1986
Tenneco Automotive Inc.	HOLLYWOOD DEEP TONE & DESIGN	1443695	16JE1987
Tenneco Automotive Inc.	HUSH THRUSH & DESIGN	970143	09OC1973
Tenneco Automotive Inc.	LIMITED EDITION	1892463	02MY1995
Tenneco Automotive Inc.	LOAD-LEVELER	1780163	06JL1993
Tenneco Automotive Inc.	LOAD-LEVELER	689795	15DE1959
Tenneco Automotive Inc.	MAX-LIFT	1884826	21MR1995
Tenneco Automotive Inc.	MAX-AIR	1000678	31DE1974

SCHEDULE A - U.S. TRADEMARKS

**REGISTERED TRADEMARKS
TENNECO AUTOMOTIVE INC.**

<u>Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Tenneco Automotive Inc.	MONORO-MATIC	575157	02JE1953
Tenneco Automotive Inc.	MONRO-MAGNUM	1082431	17JA1978
Tenneco Automotive Inc.	MONRO-MATIC PLUS	1829341	05AP1994
Tenneco Automotive Inc.	MONROE WITH NEW WING DESIGN	1914781	29AU1995
Tenneco Automotive Inc.	MONROE WITH NEW WING DESIGN	2228132	02MR1999
Tenneco Automotive Inc.	MONROE	526842	27JE1950
Tenneco Automotive Inc.	MONROE	1927531	17OC1995
Tenneco Automotive Inc.	MUFFLOW	959307	22MY1973
Tenneco Automotive Inc.	PRO-FIT	1153083	05MY1981
Tenneco Automotive Inc.	QUIET-FLOW	2237776	06AP1999
Tenneco Automotive Inc.	RADIAL SUPREME	1245200	12JL1983
Tenneco Automotive Inc.	RANCHO SUSPENSION & DESIGN	1592912	24AP1990
Tenneco Automotive Inc.	RANCHO RS 9000 5-SPEED	1793593	21SE1993
Tenneco Automotive Inc.	RANCHO SUSPENSION	1431882	10MR1987
Tenneco Automotive Inc.	RANCHO	2083927	29JL1997
Tenneco Automotive Inc.	RED BULLET & DESIGN	1425688	20JA1987
Tenneco Automotive Inc.	RED LINE Z	1157217	09JE1981
Tenneco Automotive Inc.	ROAD SENSING ONE (THE)	1797725	12OC1993

SCHEDULE A - U.S. TRADEMARKS

**REGISTERED TRADEMARKS
TENNECO AUTOMOTIVE INC.**

<u>Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Tenneco Automotive Inc.	ROYAL SCOT	797151	05OC1965
Tenneco Automotive Inc.	ROYAL SCOT FIGURE DESIGN	790675	08JE1965
Tenneco Automotive Inc.	SENSA-TRAC	1672986	21JA1992
Tenneco Automotive Inc.	SENSA-TRAC	1949008	16JA1996
Tenneco Automotive Inc.	SHOCK SOX	1755189	02MR1993
Tenneco Automotive Inc.	SONIC TURBO & DESIGN	1322047	26FE1985
Tenneco Automotive Inc.	SONIC TURBO	1320582	19FE1985
Tenneco Automotive Inc.	STRUT-MATE	1510877	01NO1988
Tenneco Automotive Inc.	SUPER STRUT	1326444	19MR1985
Tenneco Automotive Inc.	SUPER "500"	745345	19FE1963
Tenneco Automotive Inc.	SUPER KWICK & DESIGN	778379	13OC1964
Tenneco Automotive Inc.	THE ROAD SENSING ONE (LOGO)	1807372	30NO1993
Tenneco Automotive Inc.	THE MUFFLER BAY (STYLIZED)	1345059	25JE1985
Tenneco Automotive Inc.	THE MUFFLER BAY	1379553	21JA1986
Tenneco Automotive Inc.	THRUSH	839099	21NO1967
Tenneco Automotive Inc.	TRU FIT	772766	07JL1964
Tenneco Automotive Inc.	TURBO 400 & DESIGN	1421824	23DE1986
Tenneco Automotive Inc.	TURBOPOWER	1269121	06MR1984
Tenneco Automotive Inc.	ULTRA LIFT	1755188	02MR1993

SCHEDULE A - U.S. TRADEMARKS

**REGISTERED TRADEMARKS
TENNECO AUTOMOTIVE INC.**

<u>Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Tenneco Automotive Inc.	ULTRA	850495	11JE1968
Tenneco Automotive Inc.	WALKER & DESIGN	765014	18FE1964
Tenneco Automotive Inc.	WALKER ADVANTAGE	1394797	27MY1986
Tenneco Automotive Inc.	WALKER	759594	05NO1963
Tenneco Automotive Inc.	WALKER ADVANTAGE MUFFLER AND DESIGN	1393958	20MY1986
Tenneco Automotive Inc.	WALKER	775193	18AU1964
Tenneco Automotive Inc.	XT-60	1804334	16NO1993
Tenneco Automotive Inc.	Z PLUS	2237775	06AP1999
Tenneco Automotive Inc.	TENNECO	1250178	06SE1983
Tenneco Automotive Inc.	TENNECO	1251601	20SE1983
Tenneco Automotive Inc.	TENNECO	2080683	22JL1997
Tenneco Automotive Inc.	TENNECO HEAVY DUTY BRAKE LTD.	1810661	14DE1993
Tenneco Automotive Inc.	TENNECO & DESIGN	2192498	29SE1998

SCHEDULE A - U.S. TRADEMARKS

TRADEMARK APPLICATIONS
TENNECO AUTOMOTIVE INC.

<u>Owner</u>	<u>Trademark</u>	<u>Application Number</u>	<u>Filing Date</u>
Tenneco Automotive Inc.	DYNOMAX & DESIGN	75/082340	02AP1996
Tenneco Automotive Inc.	RANCHO & DESIGN	75/643076	16FE1999
Tenneco Automotive Inc.	SURESHIFT & DESIGN (STYLIZED LETTERS)	75/541880	21AU1998

401362

SIMPSON THACHER & BARTLETT

425 LEXINGTON AVENUE
NEW YORK, N.Y. 10017-3954
(212) 455-2000

FACSIMILE: (212) 455-2502

DIRECT DIAL NUMBER

(212) 455-7227

E-MAIL ADDRESS

k_ahrend@stblaw.com

BY EXPRESS MAIL

October 2, 2000

Re: Recordation of Security Agreement

Commissioner of Patents and Trademarks
U.S. Patent and Trademark Office
Office of Public Records
Crystal Gateway 4, Room 335
Washington, D.C. 20231

Dear Madam or Sir:

Enclosed for recording please find a Conditional Assignment of and Security Interest in Trademark Rights in favor of The Chase Manhattan Bank, as Administrative Agent, covering 67 U.S. trademark registrations.

A check for \$1,690 is enclosed to cover the filing fee. Please return confirmation of this filing to me at my firm's address as listed above.

Thank you for your consideration.

Respectfully submitted,


Kristopher E. Ahrend

Enclosure

COLUMBUS

LOS ANGELES

PALO ALTO

LONDON

HONG KONG

TOKYO

SINGAPORE

RECORDED: 10/02/2000

TRADEMARK
REEL: 002155 FRAME: 0359