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05-15-1998

HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings 5498



To the Honorable Commissioner of Patents

100711133

checked original documents or copy thereof.

1. Name of conveying party(ies):

Automatic Systems, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ 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: March 31, 1998

2. Name and address of receiving party(ies)

Name: Fleet National Bank, as
Administrative Agent

Internal Address:

Street Address: 10 Fountain Plaza

City: Buffalo State: NY ZIP: 14202

- ☐ Individual(s) citizenship
☒ Association National Banking
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☐ 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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Laura Konrath

Internal Address: Winston & Strawn
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

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

8. Deposit account number:

N/A

(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.

Laura Konrath

Name of Person Signing

Laura Konrath
Signature

4/17/98

Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK
SERIAL: 0720

Intellectual Property Security Agreement
Schedule II
Trademark Registrations and Applications
EXHIBIT D

Continuation
Item 4

TRADEMARKS

AUTOMATIC SYSTEMS, INC.

UNITED STATES

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
1,195,879	ASI - Word and Illustration Class 37	05/18/1982
1,351,344	AXIALVEYOR Class 7	07/30/1985
2,050,051	AUTOSHOCK Class 7	04/01/1997
2,067,799	AUTO FLEX Class 7	06/03/1997
2,081,073	ASI - Word and Illustration Class 7	07/22/1997

Rev. March 27, 1998

INTELLECTUAL PROPERTY SECURITY AGREEMENT

March 31, 1998

from

COLUMBUS MCKINNON CORPORATION AND
THE SUBSIDIARY GRANTORS,

as Grantors,

to

FLEET NATIONAL BANK,

as Administrative Agent

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT dated March 31, 1998 made by COLUMBUS MCKINNON CORPORATION, a New York corporation with an office at 140 John James Audubon Parkway, Amherst, New York 14228 (the "Borrower"), each of the direct and indirect Subsidiaries of the Borrower listed on the signature pages hereof and each of the Additional Grantors (as defined in Section 13(c)) (such Persons so listed and the Additional Grantors being, collectively, the "Subsidiary Grantors" and, together with the Borrower, the "Grantors") to FLEET NATIONAL BANK as administrative agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

PRELIMINARY STATEMENTS:

(1) The Borrower has entered into a Credit Agreement, dated as of March __, 1998 (said Agreement, as it may hereafter be amended, restated or otherwise modified from time to time, being the "Credit Agreement"; the terms defined therein and not otherwise defined herein being used herein as therein defined) with the banks, financial institutions and other institutional lenders party thereto (the "Lenders"), Fleet National Bank, as the Swing Line Bank, Fleet National Bank, as the Issuing Bank, and Fleet National Bank, as the Administrative Agent.

(2) It is a condition precedent to the making of Advances by the Lenders and the issuance of Letters of Credit and Alternative Currency Letters of Credit by the Issuing Bank under the Credit Agreement that the Grantors shall have granted the assignment and security interest and made the pledge and assignment contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce the Lender Parties to make Advances under the Credit Agreement and the Issuing Bank to issue Letters of Credit and Alternative Currency Letters of Credit under the Credit Agreement, each of the Grantors hereby agrees with the Administrative Agent for its benefit and the ratable benefit of the Secured Parties as follows:

SECTION 1. Grant of Security. Each of the Grantors hereby assigns and pledges to the Administrative Agent for its benefit and the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent for its benefit and the ratable benefit of the Secured Parties a security interest in the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by such Grantor, and whether now or hereafter existing (collectively, the "Intellectual Property Collateral"):

(a) all patents, patent applications and patentable inventions, including, without limitation, each patent identified in such Schedule I attached hereto and made a part hereof and each patent application identified in such Schedule I, and including, without limitation, (i) all inventions and improvements described and claimed therein and the right to make, use or sell the same, (ii) the right to sue or otherwise recover for any

misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past and future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of each Grantor accruing thereunder or pertaining thereto (the "Patents");

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule II attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (the "Trademarks");

(c) all copyrights, whether statutory or common law, and whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each copyright registration and copyright application identified in Schedule III attached hereto and made a part hereof, and including, without limitation, (i) the right to reproduce, prepare derivative works, distribute copies, perform or display any of the foregoing, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (the "Copyrights"); and

(d) all license agreements with any other Person in connection with any of the Patents, Trademarks or Copyrights, or such other Person's patents, trade names, trademarks, service marks, copyrights or works of authorship, or other intellectual property, whether such Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule IV attached hereto and made a

part hereof, and any right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Security Agreement) now or hereafter owned by the Grantor and now or hereafter covered by any such licenses (the "Licenses").

SECTION 2. Security for Obligations. This Agreement secures the payment of all Obligations of each Grantor now or hereafter existing under the Loan Documents, whether for principal, interest, fees, expenses or otherwise (all such Obligations secured being the "Secured Obligations").

SECTION 3. Grantors Remain Liable. Anything herein to the contrary notwithstanding, (a) each Grantor shall remain liable under the contracts and agreements included in the Intellectual Property Collateral to which it is a party to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Administrative Agent of any of the rights or remedies hereunder shall not release any Grantor from any of its duties or obligations under any of the contracts and agreements included in the Intellectual Property Collateral, and (c) neither the Administrative Agent nor any Secured Party shall have any obligation or liability under any of the contracts and agreements included in the Intellectual Property Collateral by reason of this Agreement, nor shall the Administrative Agent or any Secured Party be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 4. Representations and Warranties. The Grantors jointly and severally represent and warrant as follows:

(a) Each Grantor is the legal and beneficial owner of the Intellectual Property Collateral pledged by such Grantor free and clear of any Lien, claim, option or right of others, except for the liens and security interests created under this Agreement or permitted under the Loan Documents (including, without limitation, any Liens disclosed on Schedule 5.02(a)(iii) to the Credit Agreement). No effective financing statement or other instrument similar in effect covering all of any part of the Intellectual Property Collateral or listing any Grantor or any of its Subsidiaries or any trade name of any Grantor or any of its Subsidiaries as debtor is on file in any recording office (including, without limitation, the United States Patent and Trademark Office and the United States Copyright Office), except such as may have been filed in favor of the Administrative Agent relating to this Agreement or one of the other Loan Documents.

(b) Set forth in Schedule I is a complete and accurate list of all patents owned by each Grantor. Set forth in Schedule II is a complete and accurate list of all trademark and service mark registrations and all trademark and service mark applications owned by each Grantor. Set forth in Schedule III is a complete and accurate list of all copyright registrations and copyright applications owned by each Grantor. Set forth in Schedule IV is a complete and accurate list of all Licenses in which each Grantor is (i) a

licensor with respect to any of the Patents, Trademarks, or Copyrights or (ii) a licensee of any other Person's patents, trade names, trademarks, service marks, copyrights or works of authorship. Set forth in a certain Agreement on Patent Applications dated as of the date hereof by and between the Grantors and the Administrative Agent (the "Agreement on Patent Applications") is a complete and accurate list of all confidential patent applications owned by such Grantor. Such Grantor has made all necessary filings and recordations to protect and maintain its interest in the patents, patent applications, trademark and service mark registrations, trademark and service mark applications, copyright registrations and copyright applications and Licenses set forth in Schedules I, II, III and IV hereto.

(c) Each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, and copyright application of each Grantor set forth in Schedule I, II or III hereto is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and is valid, registrable and enforceable. Each License of each Grantor identified in Schedule IV is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and is valid and enforceable. No Grantor is aware of any uses of any item of Intellectual Property Collateral which would be expected to lead to such item becoming invalid or unenforceable, including unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such Intellectual Property Collateral.

(d) No Grantor has made any previous assignment, transfer or agreement constituting a present or future assignment, transfer or encumbrance of any of the Intellectual Property Collateral. No Grantor has granted any license (other than those listed on Schedule IV hereto), release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Intellectual Property Collateral.

(e) Each Grantor has used proper statutory notice in connection with its use of each patent, each registered trademark and service mark and each copyright contained in Schedule I, II or III.

(f) This Agreement creates in favor of the Administrative Agent, on behalf of itself and the Secured Parties, a valid and perfected first and only priority security interest in the Intellectual Property Collateral of each Grantor, securing the payment of the Secured Obligations, and all filings and other actions necessary or desirable to perfect and protect such security interest have been duly taken.

(g) No consent of any Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is required (i) for the grant by any Grantor of the assignment and security interest granted hereby, for the pledge by any Grantor of the Intellectual Property Collateral pursuant hereto, or for the execution, delivery or performance of this Agreement by each Grantor, (ii) for the perfection or maintenance of the pledge, assignment and security interest created hereby (including the first and only priority nature of such pledge, assignment and

security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code, which financing statements have been duly filed, and the filing and recording of this Agreement in the United States Patent and Trademark Office and the United States Copyright Office against each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, and copyright application of each Grantor set forth in Schedule I, II or III hereto, or (iii) for the exercise by the Administrative Agent of its rights provided for in this Agreement or the remedies in respect of the Intellectual Property Collateral pursuant to this Agreement.

(h) There are no claims by any third party relating to any item of Intellectual Property Collateral.

(i) No claim has been made and is continuing or threatened that any item of Intellectual Property Collateral is invalid or unenforceable or that the use by any Grantor of any Intellectual Property Collateral does or may violate the rights of any Person. To the best of each Grantor's knowledge, there is currently no infringement or unauthorized use of any item of Intellectual Property Collateral.

(j) Each Grantor has taken all necessary steps to use consistent standards of quality in the manufacture, distribution and sale of all products sold and the provision of all services provided under or in connection with any of the Intellectual Property Collateral and has taken all necessary steps to ensure that all licensed users of any of the Intellectual Property Collateral use such consistent standards of quality.

(k) There are no conditions precedent to the effectiveness of this Agreement that have not been satisfied or have not been waived.

SECTION 5. Further Assurances. (a) Each of the Grantors jointly and severally agrees that from time to time, at the expense of the Borrower, such Grantor shall promptly execute and deliver all further instruments and documents, and take all further action, that the Administrative Agent believes may be necessary or reasonably desirable, or that the Administrative Agent may reasonably request, in order to perfect and protect any pledge, assignment or security interest granted or purported to be granted hereby or to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Intellectual Property Collateral. Without limiting the generality of the foregoing, each Grantor will, upon the reasonable request of the Administrative Agent, with respect to the Intellectual Property Collateral owned by such Grantor, execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Administrative Agent may reasonably request, in order to perfect and preserve the pledge, assignment and security interest granted or purported to be granted hereby.

(b) Each Grantor hereby authorizes the Administrative Agent to file one or more financing or continuation statements, and amendments thereto, relating to all or any

part of the Intellectual Property Collateral without the signature of such Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Intellectual Property Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

(c) Each Grantor will furnish to the Administrative Agent from time to time statements and schedules further identifying and describing the Intellectual Property Collateral and such other reports in connection with the Intellectual Property Collateral as the Administrative Agent may reasonably request, all in reasonable detail.

(d) Each Grantor agrees that, should it obtain an ownership interest in any patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, other indicia of trade origin, trademark or service mark registration, trademark or service mark application, copyright, copyright registration, copyright application, work of authorship or License, which is not now a part of the Intellectual Property Collateral, (i) the provisions of Section 1 will automatically apply thereto, and (ii) any such patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, indicia of trade origin, trademark or service mark registration, trademark or service mark application (together with the goodwill of the business connected with the use of same and symbolized by same), copyright, copyright registration, copyright application, work of authorship or License will automatically become part of the Intellectual Property Collateral. Each Grantor further agrees that it shall deliver to the Administrative Agent a written report, in reasonable detail, on a semi-annual basis (starting, for this year, on June 30, 1998, and on December 31, 1998 and, thereafter, on June 30 and December 31 of each succeeding year), setting forth each new patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, copyright application or license that such Grantor has filed, acquired or otherwise obtained in the preceding six month reporting period. Such Grantor authorizes the Administrative Agent to modify this Agreement by amending Schedules I, II, III and IV hereto (and shall cooperate with the Administrative Agent in effecting any such amendment) to include any patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, copyright application or License which becomes part of the Intellectual Property Collateral.

(e) With respect to each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration and copyright application set forth in Schedule I, II or III hereto, each Grantor agrees to take all necessary or desirable steps, including, without limitation, in the United States Patent and Trademark Office and the United States Copyright Office or in any court, to (i) maintain each such patent, trademark or service mark registration, and copyright registration, and (ii) pursue each such patent application, trademark or service mark application and copyright application now or hereafter included in the Intellectual Property Collateral, including, without limitation, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of affidavits under Sections 8 and 15 of the United States

Trademark Act, the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for re-issue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. Each Grantor agrees to take corresponding steps with respect to each new or acquired patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, or copyright application to which it is now or later becomes entitled. Any and all expenses incurred in connection with such activities will be borne by such Grantor. No Grantor shall discontinue use of or otherwise abandon any patent, patent application, trademark or service mark, trademark or service mark registration, trademark or service mark application, copyright registration, or copyright application now or hereafter included in the Intellectual Property Collateral, unless the relevant Grantor shall have first determined in its sound and reasonable business judgment that such use or pursuit or maintenance of same is no longer desirable in the conduct of such Grantor's business, in which case, such Grantor shall give written notice of any such abandonment or discontinuance to the Administrative Agent pursuant to the semi-annual reporting requirement contained in Section 5(d) above.

(f) Each Grantor agrees to notify the Administrative Agent promptly and in writing if it learns (i) that any item of the Intellectual Property Collateral has been determined to have become abandoned or dedicated to the public, (ii) of the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any item of the Intellectual Property Collateral, or (iii) of any adverse determination.

(g) In the event that a Grantor makes a determination in its reasonable business judgment that any item of the Intellectual Property Collateral is infringed or misappropriated by a third party, such Grantor shall promptly notify the Administrative Agent and will take such actions as such Grantor or the Administrative Agent deems reasonable and appropriate under the circumstances to protect such Intellectual Property Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense incurred in connection with such activities will be borne by such Grantor.

(h) Each Grantor shall continue to use proper statutory notice in connection with its use of each of its patents, registered trademarks and service marks, and copyrights contained in Schedule I, II or III.

(i) Each Grantor shall take all steps which it or the Administrative Agent deems reasonable and appropriate under the circumstances to preserve and protect its Intellectual Property Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Intellectual Property Collateral, consistent with the quality of the products and services as of the date

hereof, and taking all steps necessary to ensure that all licensed users of any of the Intellectual Property Collateral use such consistent standards of quality.

SECTION 6. Transfers and Other Liens. Each of the Grantors agrees that it shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Intellectual Property Collateral, or (ii) create or suffer to exist any Lien upon or with respect to any of the Intellectual Property Collateral except for the pledge, assignment and security interest created by this Agreement.

SECTION 7. Administrative Agent Appointed Attorney-in-Fact. Each of the Grantors hereby irrevocably appoints the Administrative Agent such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of the Grantor or otherwise, upon the occurrence of an Event of Default and upon notice to such Grantor to take any action and to execute any instrument that the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Intellectual Property Collateral;

(b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above; and

(c) to file any claims or take any action or institute any proceedings that the Administrative Agent may deem necessary or desirable to enforce the rights of the Administrative Agent with respect to any of the Intellectual Property Collateral.

SECTION 8. Administrative Agent May Perform. If any of the Grantors fails to perform any agreement contained herein, the Administrative Agent may itself, upon fifteen (15) days' notice to such Grantor, perform, or cause performance of, such agreement, and the reasonable expenses of the Administrative Agent incurred in connection therewith shall be borne by such Grantor.

SECTION 9. The Administrative Agent's Duties. The powers conferred on the Administrative Agent hereunder are solely to protect its interest in the Intellectual Property Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Intellectual Property Collateral in its possession and the accounting for moneys actually received by it hereunder, the Administrative Agent shall have no duty as to any Intellectual Property Collateral, whether or not the Administrative Agent or any other Secured Party has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Intellectual Property Collateral. The Administrative Agent shall exercise reasonable care in the custody and preservation of any Intellectual Property Collateral in its

possession and shall accord such Intellectual Property Collateral treatment equal to that which the Administrative Agent accords its own property.

SECTION 10. Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Administrative Agent may exercise in respect of the Intellectual Property Collateral, in addition to other rights and remedies provided for herein or in any other Loan Document or otherwise available to it, all the rights and remedies of a secured party upon default under the New York Uniform Commercial Code in effect in the State of New York at such time (the "N.Y. Uniform Commercial Code") (whether or not the N.Y. Uniform Commercial Code applies to the affected Intellectual Property Collateral) and also may (i) require any and all of the Grantors to, and each Grantor hereby agrees that it will at its expense and upon request of the Administrative Agent forthwith, assemble all or part of the documents and things embodying any part of the Intellectual Property Collateral as directed by the Administrative Agent and make them available to the Administrative Agent at a place and time to be designated by the Administrative Agent; (ii) without notice except as specified below and as required by law, sell the Intellectual Property Collateral or any part thereof in one or more parcels at public or private sale, at any of the Administrative Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Administrative Agent may deem commercially reasonable; and (iii) occupy any premises owned or leased by any Grantor where documents and things embodying the Intellectual Property Collateral or any part thereof are assembled or located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to such Grantor in respect of such occupation. In the event of any sale, assignment, or other disposition of any of the Intellectual Property Collateral, the goodwill of the business connected with and symbolized by any of the Intellectual Property Collateral subject to such disposition will be included, and such Grantor will supply to the Administrative Agent or its designee such Grantor's know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Intellectual Property Collateral subject to such disposition and, including, but not limited to, such Grantor's customer lists and other records and documents relating to such Intellectual Property Collateral and to the manufacture, distribution, advertising and sale of such products and services. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made will constitute reasonable notification. The Administrative Agent shall not be obligated to make any sale of Intellectual Property Collateral regardless of notice of sale having been given. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice except as required by law, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Administrative Agent in respect of any sale of, collection from, or other realization upon, all or any part of the Intellectual Property Collateral may, in the discretion of the Administrative Agent, be held by the Administrative Agent as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Administrative Agent pursuant to Section 11(b)), in whole or in part, by the Administrative Agent, for the ratable benefit of the Secured Parties against all or any part of the Secured Obligations in such order as the Loan Documents may require and otherwise as the Administrative Agent may elect. Any surplus of such cash or cash proceeds held by the Administrative Agent and remaining after payment in full of all of the Secured Obligations shall be paid over to the applicable Grantors or to whomever may be lawfully entitled to receive such surplus.

(c) The Administrative Agent may exercise any and all rights and remedies of any of the Grantors in respect of the Intellectual Property Collateral.

(d) All payments received by any Grantor in respect of the Intellectual Property Collateral shall be received in trust for the benefit of the Administrative Agent, shall be segregated from other funds of such Grantor and shall be forthwith paid over to the Administrative Agent in the same form as so received (with any necessary or desirable endorsement or assignment).

SECTION 11. Indemnity and Expenses. (a) Each of the Grantors hereby jointly or severally agrees to indemnify the Administrative Agent from and against any and all claims, losses and liabilities growing out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from the Administrative Agent's gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction.

(b) The Borrower will, upon demand, pay to the Administrative Agent the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that the Administrative Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use, or operation of, or the sale of, collection from or other realization upon, any of the Intellectual Property Collateral, (iii) the exercise or enforcement of any of the rights of the Administrative Agent or the Lender Parties hereunder or (iv) the failure by any Grantor to perform or observe any of the provisions hereof.

SECTION 12. Security Interest Absolute. The obligations of each Grantor under this Agreement are independent of the Secured Obligations, and a separate action or actions may be brought and prosecuted against any or all Grantors to enforce this Agreement, irrespective of whether any action is brought against the Borrower or whether the Borrower is joined in any such action or actions. All rights of the Administrative Agent and the pledge, assignment and security interest hereunder, and all obligations of each Grantor hereunder, shall be absolute and unconditional, irrespective of:

(a) any lack of validity or enforceability of any Loan Document or any other agreement, instrument or document relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations or any other amendment, restatement or other modification or waiver of or any consent to any departure from any Loan Document, including, without limitation, any increase in the Secured Obligations resulting from the extension of additional credit to the Borrower or any Guarantor or any of their Subsidiaries or otherwise;

(c) any taking, exchange, release or non-perfection of any other collateral, or any taking, release or amendment, restatement, other modification or waiver of or consent to any departure from any guaranty, for all or any of the Secured Obligations;

(d) any manner of application of collateral, or proceeds thereof, to all or any of the Secured Obligations, or any manner of sale or other disposition of any collateral for all or any of the Secured Obligations or any other assets of the Borrower, any Guarantor or any of their Subsidiaries;

(e) any change, restructuring or termination of the corporate structure or existence of the Borrower or any Guarantor or any of their Subsidiaries; or

(f) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor or a third party grantor of a security interest.

SECTION 13. Amendments; Waivers; Supplements; Etc. (a) No amendment or waiver of any provision of this Agreement, and no consent to any departure by any Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Administrative Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No failure on the part of the Administrative Agent to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

(c) Upon the execution and delivery by any Person of an intellectual property security agreement supplement, in each case in substantially the form of Exhibit A hereto (each an "Intellectual Property Security Agreement Supplement"), (i) such Person shall be referred to as an "Additional Grantor" and shall be and become a Grantor, and each reference in this Agreement to "Grantor" shall also mean and be a reference to such Additional Grantor and each reference in any other Loan Document to a "Grantor" or a "Loan Party" shall also mean and be a reference to such Additional Grantor, and (ii) the annexes attached to each Intellectual Property Security Agreement Supplement shall be

incorporated into and become a part of and supplement Schedules I, II, III and IV, as appropriate, hereto and the Administrative Agent may attach such annexes as supplements to such Schedules, and each reference to such Schedules shall mean and be a reference to such Schedules, as so supplemented.

SECTION 14. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication) and, mailed, telegraphed, telecopied, telexed or delivered, if to any Grantor, addressed to it at the address set forth below its name on the signature pages hereof; if to any Additional Grantor, addressed to it at the address set forth below its name on the signature page to the Intellectual Property Security Agreement Supplement executed and delivered by such Additional Grantor; if to the Administrative Agent, addressed to it at its address set forth in Section 8.02 of the Credit Agreement; or, as to each other party, at such other address as shall be designated by such party in a written notice to the Grantors and the Administrative Agent. All such notices and communications shall, when mailed by certified mail, return receipt requested, telegraphed, telecopied or telexed, be effective three (3) days after mailing, upon delivery to the telegraph company, upon transmission by telecopier or upon confirmation by telex answerback, respectively, addressed as aforesaid.

SECTION 15. Continuing Security Interest, Assignments. This Agreement shall create a continuing security interest in the Intellectual Property Collateral and shall (a) remain in full force and effect until the latest of (i) the indefeasible payment in full in cash of all of the Secured Obligations, (ii) the expiration, termination or cancellation of all of the Letters of Credit and Alternative Currency Letters of Credit and (iii) the date of termination in whole of all Commitments under the Credit Agreement, (b) be binding upon each Grantor, its successors and assigns and (c) inure, together with the rights and remedies of the Administrative Agent hereunder, to the benefit of the Lender Parties and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), any Lender may assign or otherwise transfer all or any portion of its rights and obligations under the Credit Agreement (including, without limitation, all or any portion of its Commitment, the Advances owing to it and the Note or Notes held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise, in each case as provided in Section 8.07 of the Credit Agreement).

SECTION 16. Release and Termination. (a) Upon any sale, lease, transfer or other disposition of any item of Intellectual Property Collateral in accordance with the terms of the Loan Documents (other than sales of Inventory in the ordinary course of business), the Administrative Agent will, at the Grantors' expense, execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence the release of such item of Intellectual Property Collateral from the assignment and security interest granted hereby; provided, however, that (i) at the time of such request and such release, no Default shall have occurred and be continuing, (ii) such Grantor shall have delivered to the Administrative Agent, at least fifteen (15) Business Days prior to the date of the proposed

release, a written request for release describing the item of Intellectual Property Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a form of release for execution by the Administrative Agent and a certification by such Grantor to the effect that the transaction is in compliance with the Loan Documents and as to such other matters as the Administrative Agent may request and (iii) the proceeds of any such sale, lease, transfer or other disposition required to be applied in accordance with Section 2.06 of the Credit Agreement shall be paid to, or in accordance with the instructions of, the Administrative Agent at the closing and (v) the Administrative Agent shall have approved such sale, lease, transfer or other disposition in writing.

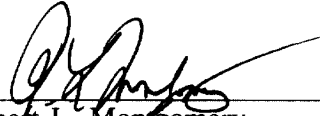
(b) Upon the latest of (i) the indefeasible payment in full in cash of the Secured Obligations, (ii) the expiration, termination or cancellation of all of the Letters of Credit and Alternative Currency Letters of Credit and (iii) the date of termination in whole of all Commitments under the Credit Agreement, the pledge, assignment and security interest granted by each of the Grantors hereby shall terminate and all rights to the Intellectual Property Collateral shall revert to the appropriate Grantor. Upon any such termination, the Administrative Agent will, upon receipt of a written request and at the Grantors' expense, execute and deliver to the appropriate Grantor such documents as such Grantor shall reasonably request to evidence such termination.

SECTION 17. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 18. Governing Law; Terms. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without giving effect to its conflicts of law principles), except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of the Intellectual Property Collateral are governed by the laws of a jurisdiction other than the State of New York. Unless otherwise defined herein or in the Credit Agreement, terms used in Article 9 of the N.Y. Uniform Commercial Code are used herein as therein defined.

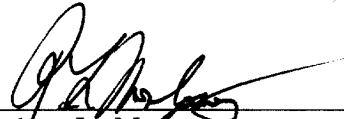
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer, thereunto duly authorized, as of the date fast above written.

COLUMBUS MCKINNON CORPORATION

By: 
Name: Robert L. Montgomery
Title: Executive Vice President


Address: 140 John James Audubon Parkway
Amherst, New York 14228

YALE INDUSTRIAL PRODUCTS, INC.

By: 
Name: Robert L. Montgomery
Title: Treasurer

Address: 140 John James Audubon Parkway
Amherst, New York 14228

MECHANICAL PRODUCTS, INC.

By: 
Name: Robert L. Montgomery
Title: Treasurer

Address: 140 John James Audubon Parkway
Amherst, New York 14228

MINITEC CORPORATION

By: 

Name: Robert L. Montgomery

Title: Treasurer

Address: 140 John James Audubon Parkway
Amherst, New York 14228

LICO, INC.

By: 

Name: Robert L. Montgomery

Title: Treasurer

Address: 140 John James Audubon Parkway
Amherst, New York 14228

AUTOMATIC SYSTEMS, INC.

By: 

Name: Robert L. Montgomery

Title: Treasurer

Address: 140 John James Audubon Parkway
Amherst, New York 14228

LICO STEEL, INC.

By: 


Name: Robert L. Montgomery

Title: Treasurer

Address: 140 John James Audubon Parkway
Amherst, New York 14228

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 30th day of March, 1998, before me personally came Robert L. Montgomery to me known, who, before me duly sworn, did depose and say that he is Executive Vice President of Columbus McKinnon Corporation, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

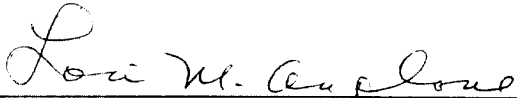

Notary Public

[Notarial Seal]

LORI M. ANGELONE
Notary Public, State of New York
No. 41-4693738
Qualified in Queens County
Certificate filed in New York County
Commission Expires Jan. 31, 2000

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 30th day of March, 1998, before me personally came Robert L. Montgomery to me known, who, before me duly sworn, did depose and say that he is Treasurer of Yale Industrial Products, Inc., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.



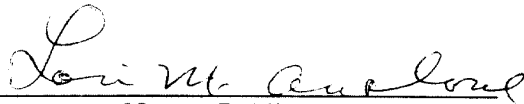
Notary Public

[Notarial Seal]

LORI M. ANGELONE
Notary Public, State of New York
No. 41-4693738
Qualified in Queens County
Certificate filed in New York County
Commission Expires Jan. 31, 2000

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 30th day of March, 1998, before me personally came Robert L. Montgomery to me known, who, before me duly sworn, did depose and say that he is Treasurer of Mechanical Products, Inc., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.




Notary Public

[Notarial Seal]

LORI M. ANGELONE
Notary Public, State of New York
No. 41-4893738
Qualified in Queens County
Certificate filed in New York County
Commission Expires Jan. 31, 2000

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 30th day of March, 1998, before me personally came Robert L. Montgomery to me known, who, before me duly sworn, did depose and say that he is Treasurer of Minitec Corporation, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

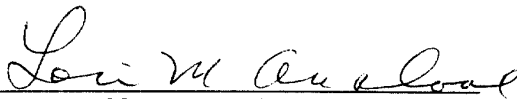

Notary Public

[Notarial Seal]

LORI M. ANGELONE
Notary Public, State of New York
No. 41-4683738
Qualified in Queens County
Certificate filed in New York County
Commission Expires Jan. 31, 2000

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 30th day of March, 1998, before me personally came Robert L. Montgomery to me known, who, before me duly sworn, did depose and say that he is Treasurer of LICO, Inc., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.



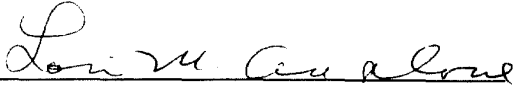
Notary Public

[Notarial Seal]

LORI M. ANGELONE
Notary Public, State of New York
No. 41-4693738
Qualified in Queens County
Certificate filed in New York County
Commission Expires Jan. 31, 2000

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 30th day of March, 1998, before me personally came Robert L. Montgomery to me known, who, before me duly sworn, did depose and say that he is Treasurer of Automatic Systems, Inc., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.



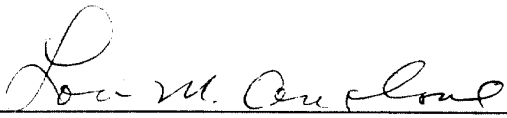
Notary Public

[Notarial Seal]

LORI M. ANGELONE
Notary Public, State of New York
No. 41-4693738
Qualified in Queens County
Certificate filed in New York County
Commission Expires Jan. 31, 2000

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 30th day of March, 1998, before me personally came Robert L. Montgomery to me known, who, before me duly sworn, did depose and say that he is Treasurer of LICO Steel, Inc., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.



Notary Public

[Notarial Seal]

LORI M. ANGELONE
Notary Public, State of New York
No. 41-4893738
Qualified in Queens County
Certificate filed in New York County
Commission Expires Jan. 31, 2000

Intellectual Property Security Agreement

Schedule I

Patents and Patent Applications

Grantor:

- Columbus McKinnon Corporation

See Exhibit A

- Yale Industrial Products, Inc.

See Exhibit B

- Mechanical Products, Inc.

See Exhibit C

- LICO, Inc.:

See Exhibit D

Intellectual Property Security AgreementSchedule IPatents and Patent ApplicationsEXHIBIT APATENTS ISSUEDCOLUMBUS MCKINNON CORPORATIONUNITED STATES

<u>Patent Number</u>	<u>Description</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Expiration Date</u>
4,198,174	Telescopic Load Binder and Method of Assembly	10/18/1978	04/15/1980	10/18/1998
4,222,293	Bi-Directional Wrench	10/18/1978	09/16/1980	10/18/1998
4,223,554	Hoist Test Stand	06/07/1979	09/23/1980	06/07/1999
4,236,456	Trolley Suspension	11/13/1978	12/02/1980	11/13/1998
4,257,638	Hook Load Pin Retention System	10/06/1975	03/24/1981	03/24/1998
4,265,181	Rolling Bearing Wheel and Hub Support Combination	11/13/1978	05/05/1981	11/13/1998
4,273,371	Claw Hook Assembly	06/20/1979	06/16/1981	06/20/1999
4,275,556	Clevis Type Connection Device	05/25/1979	06/30/1981	05/25/1999
4,330,990	Chain Claw Hook	05/27/1980	05/25/1982	05/27/2000
4,363,509	Chain Grab Hook Providing for a Flat Lay Cross-Over Link	02/09/1981	12/14/1982	12/14/1999
4,466,598	Load Limiting Apparatus for Hoists	06/03/1982	08/21/1984	06/03/2002

PATENTS ISSUED**COLUMBUS MCKINNON CORPORATION****UNITED STATES - Continued**

<u>Patent Number</u>	<u>Description</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Expiration Date</u>
4,509,620	Hoist or the Like	03/08/1982	04/09/1985	04/09/2002
4,527,938	Press-Loading Mechanism	06/19/1980	07/09/1985	07/09/2002
4,576,363	Lever-Operated Hoist or Puller	05/15/1985	03/18/1986	05/15/2005
4,636,962	Microprocessor-Controlled Hoist System	05/24/1983	01/13/1987	01/13/2004
4,684,070	Shredded Tire Oversize Scrap Return Elevator	09/20/1985	08/04/1987	09/20/2005
4,684,071	Unitized Machine for Shredding Waste Automotive Vehicle Etc.	10/21/1985	08/04/1987	10/21/2005
4,749,067	Solenoid and Spring Operated Brake	11/06/1986	06/07/1988	11/06/2006
4,828,077	Solenoid & Spring Operated Brake	02/22/1988	05/09/1989	02/22/2008
4,841,215	D. C. Solenoid Control Circuit	06/22/1987	06/20/1989	06/22/2007
4,854,508	Tire Shredding Machine	10/06/1988	08/08/1989	10/06/2008
4,977,646	CAM Assisted Load Binder	01/30/1990	12/18/1990	01/30/2010
5,140,247	Control System for Polyphase Induction Machines	02/05/1988	08/18/1992	08/18/2009
5,152,469	Machine for Shredding Rubber Tires and Other Solid Waste	07/01/1991	10/06/1992	07/01/2011

PATENTS ISSUED

COLUMBUS MCKINNON CORPORATION

UNITED STATES - Continued

<u>Patent Number</u>	<u>Description</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Expiration Date</u>
5,325,550	Apparatus for Use in Transporting a Disabled Person (Notice of Recordation and Assignment Document from R. C. Dearstyne to Columbus McKinnon Corporation dated June 2, 1995; Notice of Recordation and Assignment Document from Dr. Abir Mullick to The Research Foundation of State University of N.Y., dated June 7, 1993)	10/23/1992	07/05/1994	10/23/2012
5,330,300	Articulated Pivoting Tie-Down Device	11/16/1992	07/19/1994	11/16/2012
5,427,469	Cable Restraining Device (With Certificate of Correction dated 9/12/1995) (Piggyback Double Saddle Clamp) (Copy of License Agreement (Original in 3 A)	06/14/1993	06/27/1005	06/14/2013
5,439,200	Air Lifting and Balancing Unit	12/10/1993	08/08/1995	12/10/2013
5,452,679	Hoisting Device with Stressing Indicia	01/26/1994	09/26/1995	01/26/2014
5,517,821	Pneumatic Control Circuit for applying Constant Force Certificate of Correction dated September 10, 1996	04/13/1995	05/21/1996	12/10/2013
5,520,368	Air Lifting and Balancing Unit with Constant Force Pneumatic Circuit	04/13/1995	05/28/1996	12/10/2013
5,556,077	Air lifting and balancing unit	04/20/1995	09/17/1996	12/10/2013
5,564,766	Improved J-Hook for Towing Vehicles	01/09/1995	10/15/1996	01/09/2015
5,575,456	Lever Operated Hoist	06/12/1995	11/19/1996	06/12/2015
5,669,562	Telescoping Infeed Conveyor	02/28/1996	09/23/1997	02/28/2016

Rev. March 24, 1998

DESIGN PATENTS ISSUEDCOLUMBUS MCKINNON CORPORATIONUNITED STATES

<u>Patent Number</u>	<u>Description</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Expiration Date</u>
D-295,104	Lever-Operated Hoist or Puller	05/15/1985	04/05/1988	05/15/2005
D-309,854	Load Binder	06/26/1986	08/14/1990	08/14/2007

Rev. March 24, 1998

PATENT APPLICATIONS PENDINGCOLUMBUS MCKINNON CORPORATIONUNITED STATES

<u>Serial Number</u>	<u>Description</u>	<u>Filing Date</u>
08/204,880	Apparatus for Securing Large Loads	
08/702,962	Hook Mounted Control Device (Assignment of above patent application to Columbus McKinnon Corporation as of August 22, 1996)	08/26/1996
08/709,230	Overload Prevention Cluth Assembly (Assignment of above patent application to Columbus McKinnon Corporation as of August 26, 1996)	09/03/1996

Rev. March 24, 1998

FOREIGN PATENTS ISSUEDCOLUMBUS MCKINNON CORPORATIONCANADA

<u>Patent Number</u>	<u>Description</u>	<u>Expiration Date</u>
1102363	Hoist System	06/02/1998
1102731	Rolling Trolley	06/09/1998
1103189	Rolling Bearing Wheel and Hub Support Combination	06/16/1998
1104325	Hook Load Pin Retention System	07/07/1998
1104326	Load Pin Retention System	07/07/1998
1106654	Bi-Directional Wrench	08/11/1998
1115935	Lay Cross-Over Link	01/12/1999
1117100	Portable Winch	01/26/1999
1119438	Telescopic Load Binder and Method of Assembly	03/09/1999
1123821	Load Chain End Stop	05/22/2000
1147835	Precise Load Positioner	06/07/2000
1151849	Chain Claw Hook	08/16/2000
1155778	Clutch/Brake Mechanism	
1275435	D.C. Solenoid Control Circuit	

Rev. March 24, 1998

FOREIGN PATENTS ISSUEDCOLUMBUS MCKINNON CORPORATIONJAPAN

<u>Patent Number</u>	<u>Description</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Expiration Date</u>
2,511,957	A Solenoid and Spring Operated Brake (20 years)	04/22/1987	04/16/1996	04/22/2007
2,627,146	Hand Operated Hoist (Corresponds to U.S. Serial No. 08/330,547)	12/11/1996	April 1997	06/26/2015
2,668,203	Lever Operated Hoist (Corresponds to U.S. Serial No. 08/489,532)	06/10/1996	07/04/1997	06/10/2016

SOUTH AFRICA

<u>Patent Number</u>	<u>Description</u>	<u>Expiration Date</u>
94/4197	Double Saddle Clamp (Piggyback)	06/14/2014

Rev. March 24, 1998

FOREIGN PATENT APPLICATIONS PENDINGCOLUMBUS MCKINNON CORPORATIONCANADA

<u>Serial Number</u>	<u>Description</u>	<u>Filing Date</u>
2106945	Double Saddle Clamp	09/24/1993
2109012	Apparatus for Use in Transporting a Disabled Person Assignments from Dearstyne and Mullick recorded	
2140086	Hand Operated Hoist (Corresponds to U.S. Serial No. 08/330,547)	01/12/1995
2150761	Improved J-Hook for Towing Vehicles (Corresponds to U.S. Serial No. 08/370,098) (Assignment of above patent application to Columbus McKinnon Corporation recorded 2/1/96 under Reg. No. 1,441,825)	05/31/1995
2,165,258	Lever Operated Hoist (Corresponds to U.S. Serial No. 08/489,532) (Assignment of above patent application to Columbus McKinnon Corporation recorded 7/4/96 under Reg. No. 1,456,410)	06/12/1995
2,176,026	Air Lifting and balancing unit (Corresponds to U.S. Serial No. 08/165,701) (Assignment of above patent application to Columbus McKinnon Corporation recorded January 19 and 26, 1994)	12/08/1994

Rev. March 24, 1998

FOREIGN PATENT APPLICATIONS PENDINGCOLUMBUS MCKINNON CORPORATIONCHINA (PRC)

<u>Serial Number</u>	<u>Description</u>	<u>Filing Date</u>
96, 108,819.2	Lever Operated Hoist (Corresponds to U.S. Serial No. 08/489,532)	06/12/1995
94, 190,613.2	Double Saddle Clamp	04/04/1995

INDIA

<u>Serial Number</u>	<u>Description</u>	<u>Filing Date</u>
1055CAL94	Double Saddle Clamp	12/19/1994

GERMANY

<u>Serial Number</u>	<u>Description</u>	<u>Filing Date</u>
195 02 233.5	Hand Operated Hoist (Corresponds to U.S. Serial No. 08/330,547)	01/25/1995
195 45 128.7	Lever Operated Hoist (Corresponds to U.S. Serial No. 08/489,532)	12/04/1995

JAPAN

<u>Serial Number</u>	<u>Description</u>	<u>Filing Date</u>
5-263611	Apparatus for use in Transporting a Disabled Person	06/10/1996

Rev. March 24, 1998

FOREIGN PATENT APPLICATIONS PENDINGCOLUMBEUS MCKINNON CORPORATIONKOREA

<u>Serial Number</u>	<u>Description</u>	<u>Filing Date</u>
4469/1995	Hand Operated Hoist (Corresponds to U.S. Serial No. 08/330,547)	03/06/1995
12467/1996	Lever Operated Hoist (Corresponds to U.S. Serial No. 08/489,532)	06/12/1995

MEXICO

<u>Serial Number</u>	<u>Description</u>	<u>Filing Date</u>
944501	Double Saddle Clamp (File No. 38123/9003)	6/14/1994
954467	Hand Operated Hoist (Corresponds to U.S. Serial No. 08/330,547)	10/28/1994
955356	Lever Operated Hoist (Corresponds to U.S. Serial No. 08/489,532)	12/15/1995

TAIWAN

<u>Serial Number</u>	<u>Description</u>	<u>Filing Date</u>
83105359	Double Saddle Clamp (File No. 38123/9007)	06/14/1994
84100448	Hand Operated Hoist (Corresponds to U.S. Serial No. 08/330,547)	01/19/1995
84108141	Lever Operated Hoist (Corresponds to U.S. Serial No. 08/489,532)	08/04/1995

Rev. March 24, 1998

FOREIGN PATENT APPLICATIONS PENDING
COLUMBUS MCKINNON CORPORATION
UNITED KINGDOM

<u>Serial Number</u>	<u>Description</u>	<u>Filing Date</u>
2,197,041	Solenoid and Spring Operating Brake	

Rev. March 24, 1998

FOREIGN PATENT APPLICATIONS PENDING
under PATENT COOPERATION TREATY (PCT)
COLUMBUS MCKINNON CORPORATION

<u>Serial Number</u>	<u>Description</u>	<u>Filing Date</u>
PCT/US94/14128	Air Lifting and Balancing Unit (Corresponds to U.S. Serial No. 08/165,701)	12/08/1994
European Patent Application No. 95904295.3	European Patent Countries include: Austria, Belgium, Switzerland and Liechtenstein, Germany, Denmark, Spain, France, U.K., Greece, Ireland, Italy, Luxembourg, Monaco, Netherlands, Portugal, Sweden. National: Australia, Brazil, Canada, China, Czech Republic, Japan, North and South Korea	
93116935.3	Apparatus for Use in Transporting a Disabled Person	

Rev. March 24, 1998

Intellectual Property Security Agreement

Schedule I

Patents and Patent Applications

EXHIBIT B

1

PATENTS ISSUED

YALE INDUSTRIAL PRODUCTS, INC.

UNITED STATES

<u>Patent Number</u>	<u>Description</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Expiration Date</u>
4,235,074	Load Chain End Stop	06/13/1979	11/25/1980	06/13/1999
4,260,136	Suspension Hook Assembly	03/03/1980	04/07/2981	03/03/2000
4,325,470	Hoist Overload Clutch	02/15/1980	04/20/1982	02/15/2000

March 24, 1998

Intellectual Property Security Agreement

Schedule I

Patents and Patent Applications

EXHIBIT C

1

PATENTS ISSUED

MECHANICAL PRODUCTS, INC.,

UNITED STATES

<u>Patent Number</u>	<u>Description</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Expiration Date</u>
4,687,164	Snap-In Bushing	12/01/1983	08/18/1987	08/18/2004
4,688,512	Backlighted Trip Indicator	07/10/1986	08/25/1987	07/10/2006

March 24, 1998

DESIGN PATENTS ISSUED
MECHANICAL PRODUCTS, INC.
UNITED STATES

<u>Patent Number</u>	<u>Description</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Expiration Date</u>
D-320,596	Manual Operator for Circuit Breaker	03/15/1989	10/08/1991	10/08/2005

March 24, 1998

Intellectual Property Security Agreement

Schedule I

Patents and Patent Applications

EXHIBIT D

PATENTS ISSUED

LICO, INC.

UNITED STATES

<u>Patent Number</u>	<u>Description</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Expiration Date</u>
4,633,784	Clamping Device for High Speed Indexing	09/19/1984	01/06/1987	09/19/2004
4,718,810	High Speed Transporter for Multiple Station Production Line	12/06/1985	01/12/1988	12/06/2005
4,850,281	Traction Wheel Turn for Power and Free Conveyor	05/05/1988	07/25/1989	05/05/2008
5,472,503	Vertical Load Transferring Apparatus	06/25/1993	12/05/1995	06/25/2013
5,511,486	Shock Absorbing Tow Bar	09/16/1994	04/30/1996	09/16/2014
5,636,575	Conveyor Speed Retarder	11/14/1995	06/10/1997	11/14/2015
5,649,618	Motorcycle Clamping Fixture	07/28/1995	07/22/1997	07/28/2015
* 4,567,979	Cam Follower Assembly for Indexing Conveyors	10/02/1984	02/04/1986	10/02/2004
* 4,615,274	Indexing Conveyor for Robotic Production Operations	06/29/1982	10/07/1986	10/07/2003
* 4,635,558	Long Span Conveyor Track and Hanger	09/30/1983	01/13/1987	01/13/2004
* 5,400,717	Modular Conveyor Track Connection	09/17/1993	03/28/1995	09/17/2013

* These patents are in the process of being assigned to LICO, Inc.

Rev. March 27, 1998

FOREIGN PATENTS ISSUEDLICO, INC.CANADA

<u>Patent Number</u>	<u>Description</u>	<u>Issue Date</u>
* 1,216,537	Long Span Conveyor Track and Hanger	01/13/1987
* 1,248,904	Cam Follower Assembly for Indexing Conveyor	01/17/1989
* 1,260,424	Indexing Conveyor for Robotic Production Operations	09/26/1989

MEXICO

<u>Patent Number</u>	<u>Description</u>	<u>Issue Date</u>
* 187221	Modular Conveyor Track Connection	12/01/1997
187556	Shock Absorbing Tow Bar	12/18/1997

* These patents are in the process of being assigned to LICO, Inc.

Rev. March 27, 1998

PENDING FOREIGN PATENT APPLICATIONSLICO, INC.AUSTRALIA

<u>Serial Number</u>	<u>Description</u>	<u>Filing Date</u>
34262/95	Shock Absorbing Tow Bar	10/17/1995

CANADA

<u>Serial Number</u>	<u>Description</u>	<u>Filing Date</u>
* 2,131,343	Modular Conveyor Track Connection	09/01/1994
2,139,913	Shock Absorbing Tow Bar	01/10/1995

CHINA - Peoples Republic of

<u>Serial Number</u>	<u>Description</u>	<u>Filing Date</u>
* 94115146.8	Modular Conveyor Track Connection	09/12/1994

UNITED KINGDOM

<u>Serial Number</u>	<u>Description</u>	<u>Filing Date</u>
9521365.8	Shock Absorbing Tow Bar	10/17/1995

* These patents are in the process of being assigned to LICO, Inc.

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Intellectual Property Security Agreement

Schedule II

Trademark Registrations and Applications

Grantor:

- Columbus McKinnon Corporation

See Exhibit A

- Yale Industrial Products, Inc.

See Exhibit B

- Mechanical Products, Inc.

See Exhibit C

- LICO, Inc.:

None

- Automatic Systems, Inc.:

See Exhibit D

Intellectual Property Security Agreement

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EXHIBIT A

Schedule II

Trademark Registrations and Applications

TRADEMARKS

COLUMBEUS MCKINNON CORPORATION

UNITED STATES

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
65,207	Cyclone Class 7 Renewals 09/10/1927, 09/10/1947, 09/10/1967 and 09/10/1987 (good for 20 years - until 2007)	09/10/1907
340,420	Herc Alloy U.S. Class 13 - International Class 6 Renewals 11/19/1956, 11/19/1976 & 11/19/1996	11/10/1936
412,025	TUGIT Class 7 Renewals 02/13/1965 & 02/13/1985 (good for 20 years - until 2005)	02/13/1945
442,294	CM Class 7 Renewals 03/22/1969 & 03/22/1989 (good for 20 years - until 2009)	03/22/1949
525,879	Budgit Class 7 Renewals 06/06/1970 & 06/06/1990 (next renewal 06/06/2000)	06/06/1950
530,779	BUDGIT Class 7 Renewals 09/19/1970 & 09/19/1990 (next renewal 09/19/2000)	09/19/1950
620,753	Lodestar Class 7 Renewals 02/07/1976 & 02/07/1996 (next renewal 02/07/2006) (assigned 03/13/1976) (Registration includes amendment grant from stencil form to block form.)	02/07/1956
629,381	Hammerlok Class 6 Renewals 06/26/1976 & 06/26/1996 (next renewal 06/26/2006)	06/26/1956
634,353	Red-D-Grab Class 8 Renewals 09/11/1976 & 09/11/1996 (next renewal 09/11/2006)	09/11/1956
639,623	"HI-CAP" Class 7 Renewals 01/08/1977 & 01/08/1997 (next renewal 01/08/2007)	01/08/1957

TRADEMARKS

COLUMBUS MCKINNON CORPORATION

UNITED STATES - Continued

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
645,721	BUDGIT Class 7 Renewals 05/21/1977 and 05/21/1997 (next renewal 05/21/2007)	05/21/1957
679,479	CM Class 6 Renewal 06/02/1979 (next renewal 06/01/1999)	06/02/1959
684,708	Shaw-Matic Class 7 Renewal 09/08/1979 (next renewal 09/06/1999)	09/08/1959
685,098	HI-HOOK Class 7 Renewal 09/15/1979 (next renewal 09/15/1999)	09/15/1959
686,606	MONOFLEX Class 9 Renewal 10/13/1979 (next renewal 10/13/1999)	10/13/1959
695,992	POWER-FLEX Class 7 Renewal 04/12/1980 (next renewal 04/12/2000)	04/12/1960
707,444	TELEMATIC Class 9 Renewal 11/22/1980 (next renewal 11/22/2000)	11/22/1960
779,400	Load Limiter Class 7 Renewal 11/03/1984 (next renewal 11/03/2004)	11/03/1964
793,956	SHAW-BOX Class 9 Renewal 08/10/1985 (next renewal 08/10/2005)	08/10/1965
793,983	SHAW-BOX Class 7 Renewal 08/10/1985 (next renewal 08/10/2005)	08/10/1965
825,669	Balance Master Class 7 Renewal 03/14/1987 (next renewal 03/14/2007) (Assigned to Columbus McKinnon Corporation from McGill Industries U.S., Canada, and U.K. execution date 7/31/1995.)	03/14/1967

TRADEMARKS

COLUMBUS MCKINNON CORPORATION

UNITED STATES - Continued

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
863,851	LOAD LIFTER Class 7 Renewal 01/21/1989 (next renewal 01/21/2009)	01/21/1969
924,085	Big Orange Class 6 Renewal 11/23/1991 (next renewal 11/23/2001)	11/23/1971
972,316	Red-D-Rod Class 8 Renewal 11/06/1993 (next renewal 11/06/2003)	11/06/1973
985,302	"di" (Dixie Industries Div. logo) Classes 6 & 8 Renewal 06/04/1994 (next renewal 06/04/2004)	06/04/1974
987,315	REDLINE Class 7 Renewal 07/02/1994 (next renewal 07/02/2004)	07/02/1974
994,980	Hoistaloy Class 6 Renewal 10/08/1994 (next renewal 10/08/2004)	10/08/1974
997,914	Load Sentry Class 8 Renewal 11/12/1994 (next renewal 11/12/2004)	11/12/1974
1,001,437	Anchor Sling Class 6 Renewal 01/14/1995 (next renewal 01/14/2005)	01/14/1975
1,016,692	Triangle Design (Chain) Class 6 Renewal 07/29/1995 (next renewal 07/29/2005)	07/29/1975
1,032,784	Herc-Alloy 800 Class 6 Renewal 02/10/1996 (next renewal 02/10/2006)	02/10/1976
1,043,969	BUDGIT Class 7 Renewal 07/20/1996 (next renewal 07/20/2006)	07/20/1976

TRADEMARK

REEL: 1725 FRAME: 0768

TRADEMARKSCOLUMBUS MCKINNON CORPORATIONUNITED STATES - Continued

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
1,088,515	Cradle Grab Class 6 Renew by 04/04/1998	04/04/1978
1,108,404	Taurus Class 7 (Positech Corp.) (Renewal due by 12/12/1998) Recorded in name of Columbus McKinnon 1/24/1996	12/12/1978
1,132,998	MAN-GUARD Class 7 (Renewal due by 04/15/2000)	04/15/1980
1,212,172	Probot Class 7 (Positech Corp.) (Renewal due by 10/12/2002) Recorded in name of Columbus McKinnon 1/24/1996	10/12/1982
1,212,955	Red-D-Puller Class 7 (Renewal due by 10/19/2002)	10/19/1982
1,229,259	"dd" Classes 6, 7, 8, 12 & 17 (Renewal due by 03/08/2003)	03/08/1983
1,376,914	TUGIT Class 7 (Renewal due by 01/07/2006)	01/07/1986
1,570,655	LIFTTECH LTI Class 7	12/12/1989
1,572,950	AEROSAFE Class 7	12/26/1989
1,711,205	Valustar Class 7	09/01/1992
1,711,206	Powerstar Class 7	09/01/1992
1,715,051	Meteor Class 7 (No longer in manufacture - DO NOT renew in 2002)	09/15/1992
1,753,607	Techstar Class 7 (No longer in manufacture - DO NOT renew in 2003)	02/23/1993
1,803,048	Clevlok Class 6	11/09/1993
1,809,912	Railstar Class 7	12/07/1993

TRADEMARKSCOLUMBUS MCKINNON CORPORATIONUNITED STATES - Continued

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
1,821,012	Rigger Class 7	02/15/1994
1,829,208	E-Z Pro Class 7	04/05/1994
1,830,144	Latchlok Class 6	04/12/1994
1,939,045	Polaris Class 7	11/28/1995
1,946,461	Apollo Class 7	01/09/1996
1,954,488	CM Classes 6,7,8,10 & 12 [block letters]	02/06/1996
1,960,066	Duo-Leg Class 10	03/05/1996
1,966,222	Big Orange Classes 6 & 8	04/09/1996
2,058,472	PIGGY-BACK Class 6	04/29/1997
2,061,905	CADY Class 7	05/13/1997
2,080,570	CONCO Class 7	07/22/1997
2,104,108	AIRSTAR Class 7	10/07/1997
2,111,470	ReactionArm Class 7	11/04/1997
2,112,766	LOADMAX Class 7	11/11/1997
2,123,597	BOSSMAN Class 7	12/23/1997
2,129,385	FLEXI-FIT Class 9	01/13/1998

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TRADEMARKSCOLUMBUS MCKINNON CORPORATIONSTATE OF OHIO

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
11,369	"Big Orange" and Design Renewal 04/29/1996	04/29/1986

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PENDING TRADEMARK APPLICATIONSCOLUMBUS MCKINNON CORPORATIONUNITED STATES

<u>Serial Number</u>	<u>Description</u>	<u>Date Filed</u>
75/073,780	Chainset Class 6	03/18/1996
75/106,458	CAN LIFT Classes 6 & 7	05/20/1996
75/166,340	SHOPSTAR Class 7	09/16/1996
75/207,300	PROSTAR Class 7	06/12/1997
75/226,903	CRANE MART Class 35	01/17/1997
75/226,911	DixiLoc Class 8	01/17/1997
75/230,332	POWER-MASTER Class 7 Opposition #109,251 filed 2/19/1998	01/23/1997
75/266,315	TRAC-MASTER Class 7	03/31/1997
75/281,025	AgWorks in Class 6	04/25/1997
75/411,944	ROTARY UNION Class 6	12/29/1997

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FOREIGN TRADEMARKSCOLUMBUS MCKINNON CORPORATIONAUSTRALIA

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
B165570	"CM" (Chain) Class 6 Assigned from Columbus McKinnon Ltd. Renewal 7/15/94 - Registered 5/5/95 Renewal (10 years) PWB recorded as authorized user	03/10/1961 03/10/1968 03/10/1982 03/10/1996 05/05/1995
B165571	"CM" (Hoist) Class 7 Assigned from Columbus McKinnon Ltd. Renewal 7/15/94 - Registered 5/5/95 Renewal (10 years) PWB recorded as authorized user	03/10/1961 03/10/1968 03/10/1982 03/10/1996 05/05/1995
171612	"Hammerlok" Assigned from Columbus McKinnon Ltd. Renewal 4/29/87 - Registered 7/2/90 Renewal PWB recorded as authorized user Renewal (10 years)	01/15/1962 10/21/1968 10/21/1983 05/05/1995 01/15/1997
A171613	"Herc-Alloy" Assigned from Columbus McKinnon Ltd. Renewal 4/29/87 - Registered 7/2/90 Renewal PWB recorded as authorized user Renewal (10 years)	01/15/1962 10/21/1968 10/21/1983 05/05/1995 01/15/1997
B272488	"CM Latchlok" Assigned from Columbus McKinnon Ltd. Renewal 7/15/94 - Registered 5/5/95 Renewal (14 years) PWB recorded as authorized user	09/25/1973 09/25/1980 09/25/1994 05/05/1995
675,918	"CM Rigger" Class 7 Assigned from Columbus McKinnon Ltd. Renewal (10 years) 7/15/94 - Registered 5/5/95 PWB recorded as authorized user	10/23/1995

FOREIGN TRADEMARKSCOLUMBUS MCKINNON CORPORATIONAUSTRALIA - Continued

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
A467,429	Lodestar (7 years) Renewal (14 years) PWB recorded as authorized user	06/22/1987 06/22/1994 05/05/1995
B467,430	Puller (7 years) Renewal (14 years) PWB recorded as authorized user	06/22/1987 06/22/1994 05/05/1995
A467,431	Cyclone (7 years) Renewal (14 years) PWB recorded as authorized user	06/22/1987 06/22/1994 05/05/1995
636,849	CM (Class 6) (10 years)	08/05/1994
680,061	CM (Script Form - Class 7)	12/07/1995

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FOREIGN TRADEMARKSCOLUMBUS MCKINNON CORPORATIONBRAZIL

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
006996140	Hammerlok Renewal (Formerly No. 1232/699614)	07/25/1979 07/25/1989
007214545	Herc-Alloy Renewal (Formerly 1232/0721454)	08/25/1980 08/25/1990

CANADA

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
112,101	HI-CAP Renewed 11/7/1988	Unknown
118,403	"Budgit" Renewed 6/10/1990	06/10/1975
120,504	SHAW-BOX (Renewed 12/23/1990)	Unknown
136,996	"Tipit" Renewed 8/21/1994	08/21/1979
151,980	Balance Master (Assigned to CM July 31, 1995 from McGill Industries)	Unknown
152,823	ROTARY UNION (15 years)	09/01/1997
263,375	CM Logo (15 years) Renewal (15 years)	11/03/1981 10/11/1996
346,941	TUGIT (Expires 10/26/2003)	Unknown
357,549	CM Logo with Maple Leaf	06/23/1989
375,711	LIFTECH LTI (Expires 11/16/2005)	11/16/1990

FOREIGN TRADEMARKSCOLUMBEUS MCKINNON CORPORATIONCANADA - Continued

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
477,392	BIG ORANGE (Classes 6 & 8) (15 years)	06/09/1997
707,422	CONCO & DESIGN (Assigned to CM July 31, 1995 from McGill Industries)	Unknown
138/35397	Cyclone Renewals 12/27/1964, 12/27/1979 & 12/27/1994	12/27/1949
13835399	Meteor Renewal Renewal Renewal (15 years)	12/27/1949 12/27/1964 12/27/1979 12/27/1994
13835474	CM Puller Renewal Renewal Renewal (15 years)	12/27/1949 12/27/1964 12/27/1979 12/27/1994
15439499	Herc-Alloy Renewal Renewal Renewal	12/27/1949 12/27/1964 12/27/1979 12/27/1994
NS559/15723	BUDGET - Renewed 05/19/1986 (Expires 05/19/2001)	05/19/1986

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FOREIGN TRADEMARKSCOLUMBUS MCKINNON CORPORATIONDENMARK

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
3797/1964	Herc-Alloy Renewal (10 years) Renewal (10 years) Renewal (10 years)	12/19/1964 12/19/1974 12/19/1984 12/19/1994

368/1965	Hammerlok Renewal (10 years) Renewal (10 years) Renewal (10 years)	02/06/1965 02/06/1975 02/06/1985 02/06/1995
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(Assigned from CM Limited to CM Corporation dated 11/17/94)

2503/1968	CM Renewal (10 years) Renewal (10 years)	09/20/1968 09/20/1978 09/20/1988
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(Assigned from CM Limited to CM Corporation dated 11/17/94)

FRANCE

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
79,141	Hammerlok in Classes 6 & 12	01/28/1998
79,142	Herc-Alloy in Classes 6 & 12	01/27/1998
1,418,799	CM (Script) Class 7 Renewals 02/11/1987 & 02/11/1997	02/11/1977

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FOREIGN TRADEMARKSCOLUMBUS MCKINNON CORPORATIONGERMANY

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
769,600	HAMMERLOK	06/02/1996
772,789	HERC-ALLOY	06/02/1996
775,371	CM 06/02/1996	Unknown
396 19 508.3	Loadmax (10 years)	04/19/1996

Reg. Nos. 769,600; 772,789 and 775,371 assigned to Columbus McKinnon Corporation by Columbus McKinnon Limited.

JAPAN

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
622,544	Hammerlok Renewal Renewal Renewal (10 years)	08/07/1963 08/07/1973 08/07/1983 08/07/1993
	(Certificates of Recordal of Change of Address of CM Limited and transfer of ownership assigned to Columbus McKinnon Corporation, effective 3/7/94.)	
632,854	Herc-Alloy Renewal Renewal Renewal (10 years)	12/23/1963 12/23/1973 12/23/1983 12/23/1993

(Certificates of Recordal of Change of Address of
CM Limited and transfer of ownership assigned to
Columbus McKinnon Corporation, effective 3/7/94.)

FOREIGN TRADEMARKSCOLUMBUS MCKINNON CORPORATIONJAPAN - Continued

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
3,214,471	CM Logo Class 10 (10 years)	10/31/1996
3,366,324	CM Logo Class 6 (10 years)	12/12/1997
4,004,578	CM Logo Class 7 (10 years)	05/30/1997
4,096,110	LOADMAX Class 7 (10 years)	12/19/1997

(The trademark lists a renewal date of three months prior to actual renewal date.)

MEXICO

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
54,217	BUDGIT Renewals 04/09/1987 & 04/09/1992	04/19/1987
56,942	BUDGIT Renewals 04/09/1987 & 04/09/1992	04/10/1987
89,245	SHAW-BOX Renewals 04/09/1987 & 04/09/1992	Unknown
89,930	SHAW-BOX Renewals 04/09/1987 & 04/09/1992	Unknown
144,793	CM (Monogram in rectangle) Class 13 Renewals 06/03/1978, 06/03/1988 and Renewal (for ten years - 2003) (Previously in name of CM Limited - Assignment in vault with trademark registration)	06/03/1988 06/03/1993
278,185	TUGIT (Class 7) (Filed 10/29/1996)	Unknown
364,284	LIFTTECH LTI Renewal 02/22/1994	Unknown
478,501	Big Orange (Class 6) (for ten years - 2004)	09/08/1994
478,508	Big Orange (Class 8) (for ten years - 2004)	09/08/1994
549,425	CM (Class 7)	05/28/1997

FOREIGN TRADEMARKSCOLUMBUS MCKINNON CORPORATIONNEW ZEALAND

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
239,573	Hammerlok (7 years)	08/04/1994
239,576	Puller (7 years)	08/04/1994
239,577	Cyclone (Class 7) (7 years)	08/04/1994
240,507	CM (Class 6) (7 years)	08/31/1994

PERU

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
90143/91	CM (stylized) Class 7 Renewal (10 years)	03/26/1991 03/26/1996
022,895	CM (in Cl. 6) (10 years)	01/25/1996

SOUTH AFRICA

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
681,867	Lodestar Class 7 Renewal 05/06/1978 (Assigned to Columbus McKinnon Corp. effective 01/06/1998) (Registered User Agreement - McKinnon Chain (Pty.) Limited, User)	05/06/1968
681,868	Cyclone Class 7 Renewal 05/06/1978 (Assigned to Columbus McKinnon Corp. effective 01/06/1998) (Registered User Agreement - McKinnon Chain (Pty.) Limited, User)	05/06/1968
B681,869	Puller Class 7 Renewal 05/06/1978 (Assigned to Columbus McKinnon Corp. effective 01/06/1998) (Registered User Agreement - McKinnon Chain (Pty.) Limited, User)	05/06/1968
62/0065	Herc-Alloy Class 6 Renewals 01/11/1976, 01/11/1986 & 01/11/1996 (Registered User Agreement - McKinnon Chain (Pty.) Limited, User)	01/11/1962

FOREIGN TRADEMARKSCOLUMBUS MCKINNON CORPORATIONSOUTH AFRICA - Continued

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
62/0066	Hammerlok Class 6 Renewals 01/11/1976, 01/11/1986 & 01/11/1996 (Registered User Agreement - McKinnon Chain (Pty.) Limited, User)	01/11/1962
87/7301	Inswell Class 6	09/21/1987
87/7300	Clevlok Class 6 (Registered User Agreement - McKinnon Chain (Pty.) Limited, User)	09/21/1987
88/7190	Cradle Grab Class 6 (Registered User Agreement - McKinnon Chain (Pty.) Limited, User)	08/19/1988
62/2672/1	CM Logo Class 6	08/09/1906
62/2672/2	CM Logo Class 8	08/09/1906

BOTSWANA

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
S.A. 10821	Herc-Alloy (Registered User Agreement - McKinnon Chain (Pty.) Limited), User Renewed (10 years - until 1/11/2006)	09/18/1989
S.A. 10822	Hammerlok (Registered User Agreement - McKinnon Chain (Pty.) Limited), User Renewed (10 years - until 1/11/2006)	01/11/1996
S.A. 11847	Cradle Grab (Registered User Agreement - McKinnon Chain (Pty.) Limited), User	09/18/1989
		01/11/1996
		02/27/1992

FOREIGN TRADEMARKSCOLUMBUS MCKINNON CORPORATIONSWAZILAND

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
301/1989/(SA)	Herc-Alloy (Registered User Agreement - McKinnon Chain (Pty.) Limited), User Renewal (10 years - until 1/11/2006)	08/03/1989 01/11/1996
302/1989/(SA)	Hammerlok (Registered User Agreement - McKinnon Chain (Pty.) Limited), User Renewal (10 years - until 1/11/2006)	08/03/1989 01/11/1996
118/1991/(SA)	Cradle Grab (Registered User Agreement - McKinnon Chain (Pty.) Limited), User	08/19/1988

The above registrations (Botswana and Swaziland) were filed on Columbus McKinnon's behalf by McKinnon Chain (Pty.) Limited.

NAMIBIA (PREVIOUSLY SOUTH WEST AFRICA)

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
860,081 (SWA)	Herc-Alloy (South West Africa) (10 years) Renewal (10 years)	02/07/1986 02/07/1996
860,082 (SWA)	Hammerlok (South West Africa) (10 years) Renewal (10 years)	02/07/1986 02/07/1996

BOPHUTHATSWANA

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
62/0065	Herc-Alloy (10 years)	01/14/1986
62/0066	Hammerlok (10 years)	01/14/1986
88/1149	Cradle Grab (10 years)	07/05/1991

See copy of fax from Chris Bester of McKinnon Chain to Adams & Adams re renewals of 62/0065 and 62/0066. Transkei, Bophuthatswana and Venda have lost their independent status.

FOREIGN TRADEMARKSCOLUMBUS MCKINNON CORPORATIONTRANSKEI

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
62/0065	Herc-Alloy (10 years)	01/14/1986
62/0066	Hammerlok (10 years)	01/14/1986
88/1105	Clevlok (10 years)	01/16/1990
88/1106	Cradle Grab (10 years)	06/07/1991

Per Chris Bester's letter of November 7, 1995, McKinnon Chain cannot locate any certificates of registration or renewal for Herc-Alloy and Hammerlok.

See copy of fax from Chris Bester of McKinnon Chain to Adams & Adams re renewals of 62/0065 and 62/0066. Transkei, Bophuthatswana and Venda have lost their independent status.

VENDA

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
62/0065	Herc-Alloy (10 years)	01/15/1986
62/0066	Hammerlok (10 years)	01/15/1986
88/0941	Cradle Grab (10 years)	08/23/1988

See copy of fax from Chris Bester of McKinnon Chain to Adams & Adams re renewals of 62/0065 and 62/0066. Transkei, Bophuthatswana and Venda have lost their independent status.

Rev. March 24, 1998

FOREIGN TRADEMARKSCOLUMBUS MCKINNON CORPORATIONSPAIN

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
496,124	CM Renewal 02/12/1988	02/13/1968
496,645	CM Renewal 07/17/1988	07/17/1968
496,647	CM Renewal 10/21/1988	10/21/1968
496,816	Puller Renewal 02/01/1988	02/01/1968
502,480	Herc-Alloy Renewal 10/11/1987	10/11/1967
502,481	Lodestar Renewal 03/12/1988	03/12/1968
509,984	Hammerlok Renewal 03/08/1988	03/08/1968

TAIWAN

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
230,986	CM Renewal 12/16/1993 Be sure to advise Trademark counsel if this registration is to be involved in any license or assignment.	12/16/1983
480,957	CM Logo for Hoists	05/01/1990
700,100	Hammerlok (10 years)	12/16/1995
759,642	Herc-Alloy 800 (10 years)	05/01/1997

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FOREIGN TRADEMARKSCOLUMBUS MCKINNON CORPORATIONUNITED KINGDOM

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
672,651	Budgit Class 7 (10 years)	09/14/1997
672,652	TUGIT Class 7 (10 years)	09/14/1997
B821,559	CM (interlaced) Class 6 Renewals 06/05/1968, 06/05/1982 & 06/05/1996 (10 years)	06/05/1961
B821,560	CM (Material Handling Equipment) Class 7	06/05/1961
B893,041	BALANCE MASTER (Transferred to Columbus McKinnon Corp. from McGill Industries 07/31/1995)	
B914,869	Lodestar Renewals 09/22/1974 & 09/22/1988	09/22/1967
B914,870	CM Puller Renewals 09/22/1974 & 09/22/1988	09/22/1967
B914,871	Inswell Renewals 09/22/1974 & 09/22/1988	09/22/1967
B974,211	Hammerlok Renewals 04/27/1978 & 04/27/1992 (Associated with B829,684 which was not renewed.)	04/27/1971
B996,577	CM Rigger Renewals 08/08/1979 & 08/08/1993 (14 years)	08/08/1972
1,308,541	Herc-Alloy (plain block type) Class 6 Renewal 04/28/1994 (14 years)	04/28/1987
2,011,421	CM Monogram Class 7 (Material Handling Equipment) (10 years)	02/17/1995
2,069,265	Loadmax Class 7 (10 years)	04/19/1996

Reg. Nos. 821,559; 914,869; 914,870; 914,871; 974,211; 996,577 and 2,011,421 assigned to Columbus McKinnon Corporation by Columbus McKinnon Limited 11/25/94.
Rev. March 24, 1998

FOREIGN TRADEMARKSCOLUMBUS MCKINNON CORPORATIONVIETNAM

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
15954	Herc-Alloy (10 years)	08/02/1994
15955	Lodestar (10 years)	08/02/1994
15956	Hammerlok (10 years)	08/02/1994
16082	CM Classes 6 & 7 (Script Form)	08/10/1994

MALAWI

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
B.728/62	CM Monogram interlaced Class 6 Renewed (14 years)	07/21/1997
B.729/62	CM Monogram interlaced Class 7 Renewed (14 years)	7/21/1997
1450/63	Herc-Alloy (7 years) Renewed (14 years) 12/30/1970 & Renewed (14 years) 12/30/1984	12/30/1963
1451/63	Hammerlok (7 years) Renewed (14 years) 12/30/1970 & Renewed (14 years) 12/30/1984	12/30/1963

ZIMBABWE

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
B613/93	CM (For 10 years) International Class 6 - Chain Registered user agreement for above registration (CM Zimbabwe [Pvt.] Limited	07/16/1993
B614/93	CM (For 10 years) International Class 7 - Hoist Registered user agreement for above registration (CM Zimbabwe [Pvt.] Limited	07/16/1993

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FOREIGN TRADEMARKSCOLUMBUS MCKINNON CORPORATIONZIMBABWE - Continued

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
1450/63	Herc-Alloy (7 years) Renewed (14 years) 12/30/1970 Renewed (10 years) 12/30/1984 & Renewed (10 years) 12/30/1994 Registered user agreement for above registration (CM Zimbabwe [Pvt.] Limited)	12/30/1963
1451/63	Hammerlok (7 years) Renewed (14 years) 12/30/1970 Renewed (10 years) 12/30/1984 & Renewed (10 years) 12/30/1994 Registered user agreement for above registration (CM Zimbabwe [Pvt.] Limited)	12/30/1963

Copy of Certificate of Change of Name from Columbus McKinnon Rhodesia (Private) Limited to Columbus McKinnon (Private) Limited dated July 16, 1979.

Official notice recording change of name to Columbus McKinnon (Private) Limited for Zimbabwean Trademark Reg. Nos. 1450/63; 1451/63; and B613/93.

ZAMBIA

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
B728/62	CM (monogram interlaced) (Cl. 6)	07/21/1997
B729/62	CM (monogram interlaced) (Cl. 7)	07/21/1997

PENDING FOREIGN TRADEMARK APPLICATIONS

24

COLUMBUS MCKINNON CORPORATION

AUSTRALIA

<u>Serial Number</u>	<u>Description</u>	<u>Date Filed</u>
634,779	Big Orange (Class 6)	February 1998
634,780	Big Orange (Class 8)	February 1998

PENDING FOREIGN TRADEMARK APPLICATIONSCOLUMBUS MCKINNON CORPORATIONBRAZIL

<u>Serial Number</u>	<u>Description</u>	<u>Date Filed</u>
818840226	CM (Class 8)	10/16/1995
818840218	CM (Class 7)	10/16/1995
818840200	Lodestar	10/16/1995
819008214	Cady	01/17/1996
819008206	Rigger	01/17/1996
819008192	CM Puller	01/17/1996
819008184	Cyclone	01/17/1996
819008176	Apollo	01/17/1996
819008168	Polaris	01/17/1996
819008150	Meteor	01/17/1996
819008222	Railstar	01/17/1996
819008133	Powerstar	01/17/1996
819008141	Valustar	01/17/1996
819110094	Lodestar XL	01/17/1996
819110108	Buffalo	01/17/1996
819110060	Series 633	01/17/1996
819110051	Series 639	01/17/1996
819110086	Series 630	01/17/1996
819110078	Series 632	01/17/1996
819121231	Series 637	02/13/1996
819205400	CM Max	05/17/1996

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PENDING FOREIGN TRADEMARK APPLICATIONSCOLUMBUS MCKINNON CORPORATIONCANADA

<u>Serial Number</u>	<u>Description</u>	<u>Date Filed</u>
763,686	Big Orange (Classes 6 & 8)	09/13/1994
810,519	LOADMAX	04/17/1996
811,090	LOADLIFTER	04/10/1996
819,853	CAN LIFT	08/06/1996

EUROPEAN COMMUNITY

<u>Serial Number</u>	<u>Description</u>	<u>Date Filed</u>
000272021	CM Classes 6, 7, 8 & 10	05/10/1996

GERMANY

<u>Serial Number</u>	<u>Description</u>	<u>Date Filed</u>
395 16 973.2	CM (block letters) (Classes 6, 7, 8)	04/20/1995

MEXICO

<u>Serial Number</u>	<u>Description</u>	<u>Date Filed</u>
236,711	CM (Class 8)	07/05/1995
236,719	CM (Class 6)	07/05/1995

PENDING FOREIGN TRADEMARK APPLICATIONSCOLUMBUS MCKINNON CORPORATIONNEW ZEALAND

<u>Serial Number</u>	<u>Description</u>	<u>Date Filed</u>
239,574	Herc-Alloy (Class 6)	08/04/1994
239,575	Lodestar (Class 7)	08/04/1994
256,743	CM (Script form) (Class 7)	12/07/1995

VIETNAM

<u>Serial Number</u>	<u>Description</u>	<u>Date Filed</u>
NH 2295/96	BUDGIT	12/06/1996
NH 2296/96	SHAW-BOX	12/06/1996
NH 2297/96	TUGIT	12/06/1996

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Intellectual Property Security Agreement

Schedule II

Trademark Registrations and Applications
TRADEMARKS

EXHIBIT B

1

YALE INDUSTRIAL PRODUCTS, INC.

UNITED STATES

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
48,949	BARRETT Class 7 Renewals 01/16/1926, 01/16/1946, 01/16/1966 & 01/16/1986	01/16/1906
421,489	DUFF-NORTON Class 7 Renewals 06/04/1966 & 06/04/1986	06/04/1946
582,744	MINI-BREAKER Renewals 11/24/1973 & 11/24/1993	11/24/1953
678,388	QUIK-LIFT	Unknown
710,849	YALE Class 9 Renewal 02/07/1981	02/07/1961
710,881	YALE Class 9 Renewal 02/07/1981	02/07/1961
713,020	YALE Class 6 Renewal 03/28/1981	03/28/1961
713,125	YALE Class 7 Renewal 03/28/1981	03/28/1961
717,799	YALE Class 12 Renewal 07/04/1981	07/04/1961
721,791	PSC Classes 6 & 7 Renewal 09/26/1981	09/26/1961

TRADEMARKSYALE INDUSTRIAL PRODUCTS, INC.UNITED STATES

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
728,544	YALE Class 17 Renewal 03/13/1982	03/13/1962
731,861	TABLEMATE Class 16 Renewal 05/22/1982	05/22/1962
744,062	PSC	Unknown
745,243	AIRCOIL Class 17 Renewal 02/19/1983	02/19/1963
760,599	RAM-PAC Class 7 Renewal 11/26/1983	11/26/1963
769,492	JACTUATOR Class 7 Renewal 05/12/1984	05/12/1964
877,850	SPRECKELS & DESIGN Renewal 09/30/1989	09/30/1969
895,453	LITTLE MULE Class 7 Renewal 07/28/1990	07/28/1970
935,309	TORK LIFT Class 7 Renewal 06/06/1992	06/06/1972
1,054,224	SUPEROID & DESIGN Class 7 Renewal 12/14/1996	12/14/1976

TRADEMARKS

YALE INDUSTRIAL PRODUCTS, INC.

UNITED STATES

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
1,077,743	COFFING Classes 7 & 8 Renewal 11/22/1997	11/22/1977
1,162,481	TRAVELIFT Class 7	07/28/1981
1,218,905	COFFING Classes 7 & 8	12/07/1982
1,276,720	DUFF LYNX & DESIGN Class 7	05/08/1984
1,662,201	STURDILIFT Class 7	10/29/1991
2,123,597	BOSSMAN Class 7	12/23/1997

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FOREIGN TRADEMARKS
YALE INDUSTRIAL PRODUCTS, INC.

ARGENTINA

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
1,415,513	DUFF-NORTON Class 7	09/17/1993
1,536,684	YALE	08/31/1994

AUSTRALIA

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
A29812	YALE	12/16/1990

AUSTRIA

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
10,377	YALE	02/28/1993

BENELUX

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
87,696	DUFF-NORTON Classes 7 & 8	12/24/1971
100,537	YALE Class 7 Renewal date 06/24/2001	Unknown

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FOREIGN TRADEMARKS

YALE INDUSTRIAL PRODUCTS, INC.

BOLIVIA

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
41,266-A	YALE	07/17/1990
41,267-A	YALE	07/17/1990

BOTSWANA

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
90/1488	DUFF-NORTON Class 7	12/10/1990

BRAZIL

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
818054751	DUFF-NORTON	12/10/1996

BULGARIA

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
12,846	YALE	11/21/1990

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FOREIGN TRADEMARKSYALE INDUSTRIAL PRODUCTS, INC.BURMA

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
1090/1984	YALE	05/06/1995

CANADA

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
UCA25048	DUFF-NORTON	08/22/1991
TMA29346	YALE	09/26/1986
152,823	ROTARY UNION	09/01/1980
164,992	JACTUATOR	07/06/1984
167,986	DN & DESIGN	03/06/1985
177,233	DUFF-NORTON	07/30/1986
TMA317,314	COFFING	08/15/1986
336,616	YALE	01/29/1988

CHILE

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
339,934	YALE	01/18/1989
340,810	DUFF NORTON & DESIGN Class 7	11/24/1978
368,875	COFFING Class 7	05/17/1991
368,876	DUFF-LYNX Class 7	05/17/1991
384,248	YALE	12/12/1991

FOREIGN TRADEMARKSYALE INDUSTRIAL PRODUCTS, INC.CHINA Peoples Republic of

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
958,216	COFFING Class 7	03/07/1997
958,238	LITTLE MULE & LOGO Class 7	03/07/1997
958,243	DUFF NORTON & DEVICE Class 7	03/07/1997
958,250	DUFF-LYNX & LOGO Class 7	03/07/1997

COLUMBIA

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
15,134A	YALE	12/17/1987

COSTA RICA

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
46,100	YALE	05/31/1988

CZECHOSLOVAKIA

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
90,841	YALE	12/29/1991

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FOREIGN TRADEMARKS

YALE INDUSTRIAL PRODUCTS, INC.

DENMARK

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
4594/1980	YALE	12/19/1990
VA04 595	ROTARY UNION Class 6	07/13/1990

DOMINICAN REPUBLIC

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
32,481	YALE	07/10/1981

EGYPT

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
1598	YALE (In Arabic Equivalent)	05/25/1990

EL SALVADOR

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
99/127	YALE	05/17/1990

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FOREIGN TRADEMARKSYALE INDUSTRIAL PRODUCTS, INC.FINLAND

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
84,369	YALE	02/21/1993
105,542	ROTARY UNION Class 6	11/06/1989

FRANCE

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
944,108	YALE	07/25/1988
1,024,448	DUFF-NORTON	08/05/1987
1,076,148	MINI-BREAKER	11/17/1978
1,419,783	DUFF-NORTON	07/23/1987
1,514,275	COFFING	02/14/1989
1,548,641	YALE	02/16/1990
1,655,182	YALE	01/11/1991

GERMANY

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
610,023	DUFF-NORTON Class 7	03/13/1990
634,731	YALE	11/30/1996
840,431	YALE	10/13/1996
847,147	DUFF-NORTON	12/12/1988
870,534	COFFING	10/08/1978

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FOREIGN TRADEMARKSYALE INDUSTRIAL PRODUCTS, INC.GREECE

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
11,739	YALE	07/10/1988

GUYANA

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
233A	YALE	05/21/1989

HONG KONG

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
27/1923	YALE	01/22/1991

HUNGARY

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
117,466	YALE	02/17/1995

INDIA

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
132,449	DUFF-NORTON	02/05/1984
239,422	YALE	12/13/1994

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FOREIGN TRADEMARKS

YALE INDUSTRIAL PRODUCTS, INC.,

INDONESIA

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
165,272	YALE	07/19/1992

ISRAEL

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
48,317	YALE	07/18/1986

ITALY

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
461,179	YALE	08/30/1984
474,643	ROTARY UNION Class 6	03/27/1987

JAMAICA

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
1285	YALE	05/15/1989

JAPAN

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
73,639	YALE	07/28/1995
316,756	YALE	02/22/1989
454,336	DUFF-NORTON Class 9	10/28/1994

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FOREIGN TRADEMARKS
YALE INDUSTRIAL PRODUCTS, INC.

<u>JORDAN</u>	
<u>Number</u>	<u>Description</u>
2543	YALE
	<u>Issue Date</u>
	11/28/1988
<u>KENYA</u>	
<u>Name</u>	<u>Description</u>
26,476	YALE Class 7
	<u>Issue Date</u>
	09/12/1979
<u>LEBANON</u>	
<u>Number</u>	<u>Description</u>
46,310	YALE
	<u>Issue Date</u>
	09/22/1984
<u>MALAYSIA</u>	
<u>Number</u>	<u>Description</u>
M/000719A	YALE Class 7
S/2/0365	YALE
	<u>Issue Date</u>
	10/21/1992
	07/16/1992
<u>MEXICO</u>	
<u>Number</u>	<u>Description</u>
43,914	YALE
43,915	YALE
56,915	DUFF-NORTON Class 23
227,314	DUFF-NORTON Class 23
	<u>Issue Date</u>
	10/25/1991
	10/24/1991
	11/25/1992
	Unknown

FOREIGN TRADEMARKS

YALE INDUSTRIAL PRODUCTS, INC.

MOROCCO

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
29,491	YALE	08/22/1979

NAMIBIA

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
90/1636	DUFF-NORTON Class 7	12/05/1990

NEPAL

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
3430/038	YALE	08/17/1981

NETHERLANDS ANTILLES

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
12,074	YALE	12/05/1990

NEW ZEALAND

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
9786	YALE	07/19/1995
65,024	YALE	11/12/1994

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FOREIGN TRADEMARKSYALE INDUSTRIAL PRODUCTS, INC.NORWAY

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
3,212	YALE	02/12/1995
1-5,542	ROTARY UNION	11/06/1989
138,595	ROTARY UNION Class 6	09/21/1989

PAKISTAN

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
624	YALE	09/27/1943

PANAMA

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
478	YALE	11/25/1989

PARAGUAY

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
126,969	YALE	03/14/1988
129,379	YALE	03/13/1988

PERU

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
60061	YALE	12/16/1996

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FOREIGN TRADEMARKS

YALE INDUSTRIAL PRODUCTS, INC.

PHILIPPINES

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
53,291	YALE	09/19/1992

PORTUGAL

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
137,873	YALE	09/20/1996

SINGAPORE

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
719	YALE	10/21/1992

SOUTH AFRICA

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
79/2730	YALE	05/25/1989
90/6260	DUFF-NORTON Class 7	07/26/1990

SPAIN

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
26,164	YALE	09/06/1985
1,189,683	ROTARY UNION Class 6	03/21/1988

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FOREIGN TRADEMARKS

YALE INDUSTRIAL PRODUCTS, INC.

SRI LANKA

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
40,360	YALE Class 6	08/01/1989

SURINAME

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
10,500	YALE	01/20/1981

SWEDEN

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
171,870	YALE	04/24/1990

SWITZERLAND

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
318,189	YALE	08/27/1981

SYRIA

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
11,350	YALE	12/20/1990

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FOREIGN TRADEMARKSYALE INDUSTRIAL PRODUCTS, INC.TAIWAN (Republic of China)

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
2569	YALE	05/14/1993

THAILAND

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
Kor41617	YALE	06/09/1995

TRINIDAD & TOBAGO

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
62/19	YALE	05/26/1979

TUNISIA

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
EE951596	YALE	07/12/1995

TRANSKEI, Republic of

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
90/1449	DUFF-NORTON Class 7	12/10/1990

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FOREIGN TRADEMARKSYALE INDUSTRIAL PRODUCTS, INC.UNITED KINGDOM

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
673,951A	YALE	10/29/1983
677,858	DUFF-NORTON Class 8	03/15/1984
711,300	MINI-BREAKER & DESIGN Class 9	10/13/1987
858,808	JACTUATOR	01/10/1985
918,951A	YALE	12/27/1988
982,672	YALE	11/04/1992

URUGUAY

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
177,428	YALE	06/22/1994
235,355	DUFF-NORTON & DESIGN Classes 7 & 8	11/04/1990

VENDA, Republic of

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
79/2730	YALE	05/25/1989
90/1413	DUFF-NORTON Class 7	12/11/1990

Rev. March 24, 1998

FOREIGN TRADEMARKS
YALE INDUSTRIAL PRODUCTS, INC.

<u>VENEZUELA</u>		
<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
23,822	YALE	11/27/1994
<u>YUGOSLAVIA</u>		
<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
Z105/81	YALE	02/15/1995
<u>ZAIRE</u>		
<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
6062	YALE Class 7	09/02/1987
<u>ZANZIBAR</u>		
<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
9/20	YALE	05/26/1993
<u>ZIMBABWE</u>		
<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
1346A	YALE	11/22/1992

Rev. March 24, 1998

PENDING FOREIGN TRADEMARK APPLICATIONSYALE INDUSTRIAL PRODUCTS, INC.CHINA - Peoples Republic of

<u>Serial Number</u>	<u>Description</u>	<u>Date Filed</u>
9507/6213	ROTARY UNION Class 7	06/01/1995
9507/6214	LITTLE MULE & DESIGN	06/01/1995
9507/6215	DUFF-NORTON & DESIGN	06/01/1995
9507/6217	DUFF-NORTON & DESIGN Class 7	06/01/1995

GUATEMALA

<u>Serial Number</u>	<u>Description</u>	<u>Date Filed</u>
3,228	YALE	05/09/1995

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Intellectual Property Security Agreement
Schedule II
Trademark Registrations and Applications
TRADEMARKS

EXHIBIT C

1

MECHANICAL PRODUCTS, INC.

UNITED STATES

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
1,115,970	MINI-BREAKER	04/03/1979
1,288,660	P.R. HOFFMAN & DESIGN	08/07/1984
1,420,864	AMLIT	12/16/1986

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FOREIGN TRADEMARKS
MECHANICAL PRODUCTS, INC.
CANADA

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
103,678	MINI-BREAKER	06/29/1986

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Intellectual Property Security Agreement

Schedule II

Trademark Registrations and Applications

EXHIBIT D

TRADEMARKS

AUTOMATIC SYSTEMS, INC.

UNITED STATES

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
1,195,879	ASI - Word and Illustration Class 37	05/18/1982
1,351,344	AXIALVEYOR Class 7	07/30/1985
2,050,051	AUTOSHOCK Class 7	04/01/1997
2,067,799	AUTO FLEX Class 7	06/03/1997
2,081,073	ASI - Word and Illustration Class 7	07/22/1997

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FOREIGN TRADEMARKS
AUTOMATIC SYSTEMS, INC.

CHINA

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
830,408	ASI and Design	04/14/1996

TAIWAN

<u>Number</u>	<u>Description</u>	<u>Issue Date</u>
680,258	ASI and Design	05/16/1995

Rev. March 27, 1998

PENDING FOREIGN TRADEMARK APPLICATIONS

AUTOMATIC SYSTEMS, INC.

CANADA

<u>Number</u>	<u>Description</u>	<u>Filing Date</u>
808,681	ASI and Design	07/11/1997

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Intellectual Property Security Agreement

Schedule III

Copyright Registrations and Applications

Grantor:

- Columbus McKinnon Corporation

None

- Yale Industrial Products, Inc.

See Exhibit A

- Mechanical Products, Inc.

None

- LICO, Inc.:

None

- Automatic Systems, Inc.:

None

Intellectual Property Security Agreement - Schedule III -
Copyright Registrations and Applications COPYRIGHTS

EXHIBIT A

<u>Title</u>	<u>Reg.</u>	<u>Reg. Date</u>
<u>YALE INDUSTRIAL PRODUCTS, INC.</u>		
Coffing lever hoists	A245833	1971
Coffing electric wire rope hoist	A245830	1970
Coffing hoist—the complete line	A245829	1970
Coffing hand chain hoists	A245828	1970
Coffing hoists —the complete line		
catalog 700	A245827	1970
Coffing electric chain hoists	A245826	1970
Coffing hoist trolleys—the complete		
line	A245825	1970
Take it easy how to pick the right		
coffing hoist	A532667	1974
A complete line of cofing lever hoists	A122229	1968
	A891158	1966
Coffing coil chain electric hoists	A27575	1968
Coffing load binders, hoist binders,		
hoists als, midget pullers	A8353186	1966
A complete line of coffing hoist	A860451	1966
trolleys	A942994	1967
A complete line of coffing porta-hoists	A881876	1966
A complete line of coffing power hoists	A891157	1966
Engineering data book for use with	A245834	1971
Duff-Norton Jactuator		
Duff-Norton mini-pac mechanical	A245832	1971
actuators		
Duff-Norton jack manual	A792290	1965
	A245824	1970
Duff-Norton the world's most	A245823	1970
complete line of lifting jacks		
Duff-Norton jactuator	A245822	1970
Duff-Norton mechanical jactuators	A778337	1965
Duff-Norton complete line of	A788803	1965
mechanical actuators	A881877	1966
Flexible couplings for use with	A860450	1966
Duff-Norton jactuators		
Catalog and preece list No. 607	A889818	1967
Duff-Norton jactuators	A930019	1967
	A942996	1967
Duff-Norton couplings	VA 121-150	1983
Coffing lever hoists	VA121-151	1983
Coffing hand chain hoists	VA121-152	1983
Rotary union rotary joints	VA121-153	1983
The Duff-Norton high press	VA133-081	1983
hydraulics handbook		
American hydraulic scissor lift	A89512	1969
service manual		
Stand 12' tall on the new 6-foot roll-	A74507	1969
a-fold work platform		
New American stainless steel	A74508	1969
air film tables		
American stocka pallet trucks	A167388	1970
operation, maintenance and		
spare parts list		
American gravity conveyors	A91475	1969
American patch cutters and routers	A74509	1969

Intellectual Property Security Agreement

Schedule IV

Licenses

Grantor:

Columbus McKinnon Corporation:

- License and Technical Assistance Agreement dated as of April 1, 1987, between Columbus McKinnon Corporation and C.M. Industries (Republic of South Africa), for a basic term of ten years, granting perpetual use of specified trademarks and, for the basic term and thereafter until terminated, exchange of technical know-how relating to chain products. All fees hereunder have been fully paid.
- Trademark License Agreement dated as of July 1, 1991 among Columbus McKinnon Corporation, Columbus McKinnon Limited, and PWB Anchor Holdings Limited and its Subsidiaries (Australia), granting perpetual use of specified trademarks. Royalty is One Dollar per year.
- Agreement dated September 26, 1995, between Columbus McKinnon Corporation and Koch Metalurgica S.A. (Brazil), Stage 1 of which grants exclusive market territory for various hoist and chain products.
- Research Agreement dated as of June 1, 1987, between Columbus McKinnon Corporation and The University at Buffalo Foundation covering the cooperative development of a medical patient transfer system.

Yale Industrial Products, Inc.:

- Agreement dated February 6, 1986 among Eaton Corporation, Yale Security, Inc., Yale Materials Handling Corporation, Inc., and Yale Industrial Products, Inc. which grants use of the trade name and trademark "Yale" to the parties only in connection with their respective products. Yale Industrial Products, Inc. has the right under this Agreement to use the "Yale" mark only in connection with certain hoisting equipment products, including hoists, winches, cranes, load balancers, trolleys and other components of such products.

LICO, Inc.:

- The Company licenses certain intellectual property from Jervis B. Webb Company pursuant to an Agreement dated January 1989.

Automatic Systems, Inc.

- Automatic Systems, Inc. granted Instalacoes Industriais, LTDA, pursuant to the contract disclosed in Schedule 3.14 of the Stock Purchase Agreement, a license to, exclusively, manufacture and sell certain products and use certain know-how, copyrights, and trademarks in Brazil and to do the same on a non-exclusive basis anywhere else with the prior consent of ASI.
- With respect to the joint bidding agreements between ASI and Ken Mec Mechanical Engineering Co., Material Handling Engineering Limited, Praja Mechanicals Pvt., Ltd., Hanwha Machinery Company, Ltd. and Chengde Overhead Conveyors Co., Ltd., disclosed in Schedule 3.14 of the Stock Purchase Agreement, ASI is a joint owner with such parties in certain intellectual property created or invented for projects obtained pursuant to these agreements.