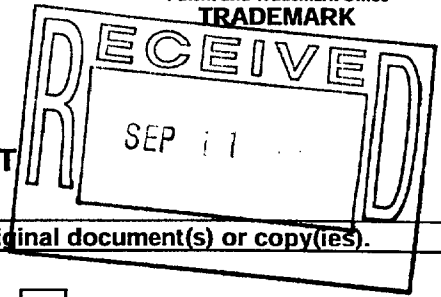


09-16-1998



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9-11-98

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type

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

Conveyance Type

- Assignment
 - Security Agreement
 - Merger
 - Change of Name
 - Other
 - License
 - Nunc Pro Tunc Assignment
- Effective Date
Month Day Year
 12 2 96

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
12 2 96

Name

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

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

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

FOR OFFICE USE ONLY

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

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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1787 FRAME: 0345

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1854436"/>	<input type="text" value="1622051"/>	<input type="text" value="941421"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2727033"/>	<input type="text" value="1174088"/>	<input type="text" value="941420"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1727032"/>	<input type="text" value="966947"/>	<input type="text" value="1426293"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

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

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

JANET A. STIVEN

9/10/98

Name of Person Signing

Signature

Date Signed

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
TRAVELHOE	1,854,436	9/20/94
WASTE WATCHERS TEAM	2,727,033	10/27/92
WWT	1,727,032	10/27/92
WHERE SERVICE IS GOLDEN	1,622,051	11/13/90
MI-JACK	1,426,293	2/27/87
STRAD	1,174,088	10/20/81
PORT PACKER	966,947	8/28/73
TRAVELIFT (DESIGN)	941,421	8/22/72
TRAVELIFT	941,420	8/22/72

#4

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (U.S. REGISTRY)

WHEREAS, Mi-Jack Products Inc., an Illinois corporation ("Debtor"), owns, has adopted, used and is using a certain mark or certain marks registered in the United States Patent and Trademark Office, or with respect to which applications for registration are pending, as more fully described on Exhibit A attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, the good will of the business symbolized thereby and all registrations thereof, called the "Trademark Rights"); and

WHEREAS, LASALLE NATIONAL BANK, a national banking association ("Bank"), intends to extend certain financial accommodations to Borrower pursuant to a certain Amended and Restated Loan and Security Agreement dated as of December 2, 1996 (the "Loan Agreement"); and

WHEREAS, in connection with the extension of such financial accommodations pursuant to the Loan Agreement, Bank is desirous of acquiring said Trademark Rights, subject to the terms and conditions set forth hereinbelow;

NOW, THEREFORE, in order to induce Bank to consummate the financial accommodations provided for in the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby agree with Bank as follows:

1. Debtor hereby assigns and grants a security interest to Bank, its successors and assigns, in the entire right, title, and interest of Debtor in and to the Trademark Rights, subject to termination only if: (i) all "Obligations" (as defined in the Loan Agreement) of Debtor are satisfied and paid as and when due and (ii) there shall have been terminated in writing, without further obligation or liability, all commitments of Bank to any party arising under the Loan Agreement; otherwise, the same shall remain in full force and effect, it being intended by Debtor and Bank that the Trademark Rights shall serve as collateral security to Bank for the payment and performance of such "Obligations" and, accordingly, that this instrument shall be subject to the terms of the Loan Agreement and all related security agreements with respect to the "Collateral" (as defined in the Loan Agreement), which terms are herein incorporated by reference and made a part hereof.

2. Notwithstanding the foregoing, unless and until Bank exercises the rights and remedies accorded to it under the Loan Agreement and by law with respect to the realization upon its

security interest in the Trademark Rights, Debtor shall continue to own, and may use and enjoy, the Trademark Rights in connection with its business operations, but only in a manner consistent with the preservation of their current substance, validity, registration and the collateral assignment herein contained.

IN WITNESS WHEREOF, Debtor has caused this document to be executed as of the 2nd day of December, 1996.

MI-JACK PRODUCTS INC.

By: _____

Title: SECRETARY

Address of Debtor (Assignor):

3111 W. 167th Street
Hazel Crest, Illinois 60429

Address of Bank (Assignee):

135 South LaSalle Street
Chicago, Illinois 60603
Attn: Metropolitan Division