FORM PTO-1591
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
Tab settings 10-19-98

03-03-1999

100919164

ER SHEET
ILY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner

he attached original documents or copy thereof.

1. Name of conveying party(ies):

HK Systems, Inc.
2855 South James Drive
New Berlin, WI 53151

MRD
10-19-98

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State - Wisconsin
☐ Other

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

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank, as Agent

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60690

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Illinois Banking Corp.
☐ Other

If assignee is not domiciled in the United States, a domestic represetative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Trademark Collateral Agreement

40

Execution Date: October 9, 1998

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

A. Trademark Application No.(s)

See attached

TM

B. Trademark Registration No.(s)

See attached

Additional numbers attached? ☐ Yes ☐ No

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

Name: Federal Research Corp

Internal Address:

Street Address: 400 Seventh St NW
Suite 101

City: Washington State: DC ZIP: 20004

10/20/1998 BNGUYEN 00000400 73471391

6. Total number of applications and registrations involved: 30

7. Total fee (37 CFR 3.41).....$ 765

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481 40.00 DP
02 FC:482 725.00 DP

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.

Nancy A. Zarazua
Name of Person Signing

Nancy A. Zarazua
Signature

10/15/98
Date

Total number of pages including cover sheet, attachments, and document: 12

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

SCHEDULE B
TO TRADEMARK COLLATERAL AGREEMENT

Trademark Registrations and Applications

Code 5	*Country*	*Reg. No./ Issue Date*	*Serial No./ Filing Date*	*Mark*	*Class*	*§§8 & 15 Affidavit*	*Next Renewal Due*
1	USA	1,373,426 12-03-85	73/471,391 03-21-84	Accumaflow	7		12-03-05
2	USA	1,369,805 11-12-85	73/473,009 03-30-84	Accumaflow-ZP	7		11-12-05
3	USA	1,943,809 12-26-95	74/588,856 10-21-94	AUTOMOVE	9		12-26-05
4 103	USA	1,695,770 06-23-92	74/125,095	CENTURY SYSTEMS		06-23-98	06-23-02
	~~Argentina~~	~~1,454,031~~ ~~07-30-93~~	~~1,800,408~~		~~7~~		~~07-30-03~~
	Argentina	1,454,032 07-30-93	1,800,409		9		07-30-03
	Brazil	816138613 11-10-92	816138613		07.50		11-10-02
	Brazil	816138621 01-05-93	816138621		09.20; 09.55		01-05-03
	~~Canada~~	~~443,539~~ ~~06-09-95~~	~~677,361~~				~~06-09-10~~
	Canada	448,624 10-06-95	756,536				10-06-10
	France	92409325 03-09-92	92409325				03-09-02
	Great Britain	1490753 02-07-92	1490753		7		02-07-99

TRADEMARK
REEL: 1815 FRAME: 0902

Code 5	*Country*	*Reg. No./ Issue Date*	*Serial No./ Filing Date*	*Mark*	*Class*	*§§8 & 15 Affidavit*	*Next Renewal Due*
	Great Britain	1,490,754 02-07-92	1490754		9		02-07-99
	South Korea	240096 06-05-92	1991-09272		39		06-05-02
	South Korea	253415 11-02-92	1991-09270		37		11-02-02
077	Taiwan		86-010040 03-04-97		7		
5	USA	620,320 01-31-56	683,017 01-31-56	Chainveyor	7		01-31-06
	Japan	1,369,722 01-27-89	214754/88				07-31/10-30-98
6	USA	1,619,453 10-30-90	74/014,315	EXCELL		10-30-96	10-30-00
				FASTMOVE RF			common law
7 105	USA		75/522,972 07-21-98	FORMULA VG *(ITU)*	7		
8 008	USA	2,076,103 07-01-97	74/632,008 02-09-95	HK SYSTEMS	7	07-01-03	07-01-07
9 008	USA	2,076,102 07-01-97	74/632,007 02-09-95	HK SYSTEMS (& Design)	7	07-01-03	07-01-07
	~~USA~~	~~1,070,012 07-19-77~~	~~72/455,584~~	~~K (& Design)~~	~~7~~		~~07-19-97~~
10	USA	998,177 11-12-74	72/464,018	KENWAY			Renewed 11-12-94 Next Due 11-12-04
	Great Britain	B1297234 01-07-87	1297234				Renewed 01-07-94 Next Due 01-07-08

TRADEMARK
REEL: 1815 FRAME: 0903

Code 5	Country	Reg. No./ Issue Date	Serial No./ Filing Date	Mark	Class	§§8 & 15 Affidavit	Next Renewal Due
				Line Flow			common law
11 075	USA	1,641,706 04-16-91	74/025,562 02-05-90	Lo Pal	7	Accepted 06-16-97	04-16-01
				LOAD BUILDER			common law
12	USA		75/053,867 02-06-96	MASTERMOVE	9		
13	USA	1,690,715 06-02-92	74/026,510 02-06-90	Merg-A-Sort	7	06-02-98	06-02-02
	~~USA~~	~~1,264,721~~ ~~01-24-84~~	~~73/373,791~~	~~MINI-PIK~~			~~01-24-04~~
14	USA	1,042,702		The Mole			common law expired 07-06-96
15	USA	1,107,785 12-05-78	73/132,127 06-27-77	Molift	7		12-05-98
16	USA	1,897,166 05-30-95	74/407,718	MOVR		05-30-01	05-30-05
				Newswrap			common law
				Omniload			common law
17	USA		74/473,373 12-27-93	PLANTMASTER			@ Quarles & Brady
				Premier			common law
	~~USA~~	~~1,887,670~~ ~~04-04-95~~	~~74/350,492~~	~~QUE MASTER~~		File transferred to HK 9/97	
	~~USA~~	~~1,902,392~~ ~~07-04-95~~	~~74/516,605~~	~~QUE MASTER (Stylized)~~		File transferred to HK 9/97	

TRADEMARK
REEL: 1815 FRAME: 0904

Code 5	Country	Reg. No./ Issue Date	Serial No./ Filing Date	Mark	Class	§§8 & 15 Affidavit	Next Renewal Due
18	USA	1,984,172 07-02-96	74/706,483 07-27-95	Quik-Est	9	07-02-02	07-02-06
				SmartBelt			common law
067	USA			SMARTCHAIN	7		
19	USA	1,818,743 02-01-94	74/362,778 03-01-93	Smartque	7	02-01-00	02-01-14
20	USA	1,352,461 08-06-85	73/516,444	SMARTRAK			08-06-05
				SmartSensor			common law
21 096	USA	1,682,352 04-07-92	74/070,866 06-19-90	STOCKMASTER	9	Accepted 05-12-98	04-07-02
22	USA	1,994,699 08-20-96	74/633,507 02-13-95	Taylor	7	08-20-02	08-20-06
				Totestacker			common law
23	USA	1,844,127 07-12-94	74/443,594 10-04-93	Tramex	7	07-12-00	07-12-14
	Italy	443,576 12-17-81			7		12-17-01
	Spain	1,004,477 07-10-84			7		07-10-04
				Tramexsort			common law
				Translide			common law
067	USA			TRANSLIDE	7		
030 24	USA	2,109,082 10-28-97	75/193,539 11-05-96	Transort *(previously Reg. No. 1,042,702, expired 7-6-96)*	7	10-28-03	10-28-07

TRADEMARK
REEL: 1815 FRAME: 0905

Code 5	*Country*	*Reg. No./ Issue Date*	*Serial No./ Filing Date*	*Mark*	*Class*	*§§8 & 15 Affidavit*	*Next Renewal Due*
	Japan	2563708 08-31-93	103103/90 09-11-90		9		08-31-03
	Katakana	2563709 08-31-93	113772/90 10-08-90		9		08-31-03
25	USA	1,117,114 05-01-79	108,930 12-08-76	UHS	7		05-01-99
				Unit Handling Systems			common law
26	USA	997,006 10-29-74	72/464,923	UNIT LOAD			Renewed 10-29-94 Next Due 10-29-04
	Argentina	1,442,565 05-31-93	1,795,449		7		05-31-03
	Argentina	1,446,329 06-30-93	1,795,450		9		06-30-03
	Brazil	816153116 05-02-95	816153116				05-02-05
	Canada	434,379 10-14-94	677,359				10-14-09
	~~Indonesia~~	~~318,068~~ ~~11-30-94~~			~~12~~		~~06-01-01~~
	Indonesia	318,069 11-30-94			9		06-01-01
	South Korea	247648 08-21-92	1991-09271		37		08-21-02
	South Korea	248498 08-31-92	1991-09273		39		08-31-02
27	USA	1,939,422 12-05-95	74/548,102 07-01-94	VANTAGEWARE	42		12-05-05

TRADEMARK
REEL: 1815 FRAME: 0906

Code 5	*Country*	*Reg. No./ Issue Date*	*Serial No./ Filing Date*	*Mark*	*Class*	*§§8 & 15 Affidavit*	*Next Renewal Due*
				Vert-A-Cum			common law
28	USA	909,534 03-09-71	322,515 03-23-69	vonGal	7		03-09-01
29	USA	1,103,318 10-03-78	155,224 01-13-78	Z-PAC	7		10-03-98
30	USA	1,364,153 10-08-85	73/471,407 03-21-84	Z-PAL	7		10-08-05

TRADEMARK
REEL: 1815 FRAME: 0907

TRADEMARK COLLATERAL AGREEMENT

This 9th day of October, 1998, HK Systems, Inc., a Wisconsin corporation (*"Assignor"*) with its principal place of business and mailing address at 2855 South James Drive, New Berlin, Wisconsin 53151, in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation (*"Harris Bank"*) with its mailing address at 111 West Monroe Street, Chicago, Illinois 60690, acting as agent hereunder for the various lenders pursuant to that certain Credit Agreement dated as of even date herewith between the Assignor, Harris Bank, individually and as agent, and the lenders identified therein (said Harris Bank acting as such agent and any successor or successors to Harris Bank acting in such capacity being hereinafter referred to as the *"Assignee"*), and grants to Assignee a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule B hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Assignor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule B hereto or of any trademark licensed under a trademark license listed on Schedule B or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Assignor as set out in that certain Security Agreement Re: Intellectual Property bearing even date herewith by and between Assignor and Assignee (the *"Agreement"*).

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

Nothing contained in this Trademark Collateral Agreement, nor the execution, delivery and recordation thereof, shall in any manner impair any security interests on liens heretofore created in favor Assignee or any rights or remedies of Assignee with respect to such security interests and liens.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed as of the date and year first above written.

HK SYSTEMS, INC.

By _____

Its SENIOR VICE PRESIDENT

JOHN C. HINES

(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK

By _____

Its Vice President

ANDREW PETERSON

(Type or Print Name)

STATE OF Wisconsin)
) SS
COUNTY OF Milwaukee)

I, Margie E. Burkwald a Notary Public in and for said County, in the State aforesaid, do hereby certify that John C. Hines, Senior Vice President of HK Systems, Inc., a Wisconsin corporation, and _____, _____ Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and the said _____ Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 9th day of October, 1998.

(NOTARIAL SEAL)

Margie E. Burkwald
Notary Public

Margie E. Burkwald
(Type or Print Name)

My Commission Expires:

August 19, 2001

STATE OF Illinois)
) SS
COUNTY OF Cook)

I, Nancy A. Zarazua, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Andrew Peterson, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 9th day of October, 1998.

(NOTARIAL SEAL)

Nancy A. Zarazua
Notary Public

Nancy A. Zarazua
(Type or Print Name)

My Commission Expires:

OFFICIAL SEAL
NANCY A ZARAZUA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP MAR. 18,2001