

03-15-1999



100983045

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 3-11-99 <input type="checkbox"/> New <input type="checkbox"/> Resubmission (Non-Recordation) Document ID # <input type="text"/> <input type="checkbox"/> Correction of PTO Error Reel # <input type="text"/> Frame # <input type="text"/> <input type="checkbox"/> Corrective Document Reel # <input type="text"/> Frame # <input type="text"/>	Conveyance Type <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> License <input type="checkbox"/> Security Agreement <input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date Month Day Year <input type="text"/> <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Other <input type="text"/>
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Conveying Party Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

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.)

03/15/1999 DNGUYEN 00000064 2074881 FOR OFFICE USE ONLY **65E**

01 FC:481 40.00 OP
02 FC:482 25.00 OP

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

Mail documents to be recorded with required cover sheet(s) information to:
 Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
TRADEMARK
 REEL: 1867 FRAME: 0302

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="2074881"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2073018"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

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

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

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

Judi K. Fryer

3/8/99

Name of Person Signing

Signature

Date Signed

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT is made this 4th day of December, 1998 by and between PIONEER HOLDINGS, LLC, ("Grantor"), a Kansas limited liability company with its chief executive office and principal place of business located at 301A Duck Road, Grandview, Missouri 64030 and NATIONAL BANK OF CANADA ("NBC"), with its office at 125 West 55th Street, 23rd Floor, New York, New York 10019.

PRELIMINARY STATEMENT. Grantor has executed and delivered to NBC a Loan and Security Agreement of this same date (as amended from time to time, the "Loan Agreement") which provides that NBC shall, subject to the terms and conditions thereof, extend credit to or for the benefit of Grantor in such amounts and in the manner provided for in the Loan Agreement. In order to induce NBC to execute and deliver the Loan Agreement and extend the loans provided for therein, Grantor has agreed to grant to NBC a security interest in, and collaterally assign to NBC, certain trademark rights.

This Agreement is being executed contemporaneously with the Loan Agreement under which NBC has been granted a security interest in, among other things, all equipment, inventory, accounts, general intangibles, books, records, goodwill, customer lists and trade secrets (collectively, the "Other Assets") relating to products sold under the Trademarks, as defined hereinafter. The Loan Agreement provides that NBC shall have the right to foreclose on the Trademark Collateral, as defined hereinafter, and the Other Assets, upon the occurrence of an Event of Default, as defined in the Loan Agreement, in order that any owner of the Trademark Collateral may continue the manufacture of products under the Trademark and maintain substantially the same product specifications and quality as maintained by Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with NBC as follows:

1. Grant of Security Interest: Collateral Assignment.

(a) To secure the complete and timely satisfaction of all obligations of Grantor to NBC under and provided for in the Loan Agreement (the "Obligations"), Grantor hereby grants to NBC a continuing security interest in all of its right, title and interest in and to the United States trademark(s), trademark applications or registrations pending, trade name(s) and service mark(s) listed on Schedule A hereto (as the same may be amended pursuant hereto from time to time) (collectively, the "Trademarks"), including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Trademark Rights"), and the goodwill of the business to which the Trademarks relate (the "Associated Goodwill") (the Trademarks, the Trademark Rights, and the Associated Goodwill are collectively called the "Trademark Collateral").

(b) In addition to the grant of security interest provided in paragraph 1(a), Grantor hereby agrees to assign and convey to NBC all of its right, title and interest in and to the Trademark Collateral upon the occurrence and continuation of an Event of Default; provided,

however, that such assignment and conveyance shall be and become of force and effect only, and shall immediately and automatically become of force and effect without further action, upon the occurrence and continuation of an Event of Default, as defined in the Loan Agreement.

2. Representations, Warranties and Covenants of Grantor. Grantor represents, covenants and warrants to NBC that:

(a) The United States registrations on the Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) It believes the United States Trademarks are valid and enforceable;

(c) Grantor represents that to the best of its knowledge, no claim has been made that the use of the Trademarks does or may violate the rights of any third person;

(d) Grantor, subject to the rights of NBC granted herein, is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademarks, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Grantor not to sue third persons, except for the subordinated security interest of Mega Manufacturing, Inc. ("Mega") in such Trademarks under the terms of a Security Agreement dated October 31, 1997, and the license to use the Trademarks under certain circumstances granted to Mega by the Grantor under the terms of the Inventory Purchase Agreement of this same date;

(e) Grantor has the unqualified right to enter into this Agreement and to perform its terms;

(f) Grantor shall use for the duration of this Agreement, the proper statutory notice in connection with its use of the Trademarks;

3. Inspection Rights. Grantor hereby grants to NBC and its employees, agents and designees, upon reasonable notice and during regular business hours, the right to visit Grantor's plants and facilities which manufacture, inspect or store products sold under the Trademarks, and to inspect the products and quality control records relating thereto.

4. Further Assurances. Grantor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement but other than non-exclusive license agreements to its customers) which is inconsistent with Grantor's obligations under this Agreement, without NBC's prior written consent not to be unreasonably withheld. Grantor further agrees that at any time and from time to time, at the expense of Grantor, Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or that NBC may reasonably request, in order to perfect and protect the security interest and collateral assignment granted or purported to be granted hereby or to enable NBC to exercise its rights and remedies hereunder.

5. Additional Trademarks. If, before the Obligations shall have been satisfied in full, Grantor shall obtain rights to any registrations of any new U.S. trademark(s), trade name(s) or service mark(s), or application(s) therefor, the provisions of paragraph 1 shall automatically apply thereto and Grantor shall give NBC prompt written notice thereof.

6. Modification by NBC. Grantor authorizes NBC to modify this Agreement by amending Schedule A to include any future registrations of any U.S. trademark(s), trade name(s) or service mark(s), or future applications(s) therefor, covered by paragraphs 1 and 5 hereof, without the signature of Grantor to the extent permitted by applicable law, but with prior written notice.

7. Grant of License to NBC. Grantor hereby agrees and does hereby grant to NBC a license to use the Trademarks in connection with the Collateral, as defined in the Loan Agreement, upon and after the foreclosure upon, sale or other transfer of all or any part of the Collateral, as defined in the Loan Agreement, by or to NBC pursuant to the Loan Agreement and/or this Agreement following the occurrence and continuation of an Event of Default as defined in the Loan Agreement. The license to be granted in this paragraph 7 may be transferred by NBC, without Grantor's consent, to any successor of NBC, any assignee of NBC and/or any purchaser or other transferee of any or all of the Collateral, as defined in the Loan Agreement from NBC. This license may not be revoked until all of the Obligations have been satisfied in full.

8. Rights of Grantor. Unless and until there shall have occurred and be continuing an Event of Default, as defined in the Loan Agreement, Grantor shall own the title to the Trademark Collateral and shall have the exclusive, nontransferable right to use the Trademarks on and in connection with products sold by Grantor, for Grantor's own benefit and account and for none other. Grantor agrees not to sell or assign its interest in, or grant any license under the Trademarks or the other Trademark Collateral, other than the license to NBC hereunder and non-exclusive license agreements to its customers, without the prior written consent of NBC, not to be unreasonably withheld.

9. Default. If any Event of Default, as defined in the Loan Agreement, shall have occurred and be continuing, Grantor's right to use the Trademarks shall terminate forthwith upon written notice of such termination from NBC, and NBC shall have, in addition to all other rights and remedies given it by this Agreement, those provided in the Loan Agreement and those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademark Collateral may be located.

10. Termination of Agreement. At such time as Grantor shall completely satisfy all of the Obligations, this Agreement shall terminate and NBC shall execute and deliver to Grantor, at Grantor's expense, and without recourse, representation or warranty, all releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Grantor full title to the Trademark Collateral, subject to any disposition thereof which may have been made by NBC pursuant hereto.

11. Preservation of Trademark Rights. Grantor shall undertake all reasonable business activities which are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Grantor shall

not abandon any Trademarks without the prior written consent of NBC not to be unreasonably withheld. Grantor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks. Grantor shall promptly, upon demand, reimburse and indemnify NBC for all damages, reasonable costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by NBC in the fulfillment of any provision of this paragraph 11.

12. NBC Appointed Attorney-in-Fact. Grantor hereby authorizes and empowers NBC to make, constitute and appoint any officer or agent of NBC, as NBC may select in its exclusive discretion, as Grantor's true and lawful attorney-in-fact following an Event of Default as defined in the Loan Agreement, with the power to endorse Grantor's name on all applications, documents, papers and instruments necessary for NBC to use the Trademarks or the other Trademark Collateral, or to grant or issue any exclusive or non-exclusive license under the Trademark Collateral to NBC or anyone else, or necessary for NBC to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to anyone else. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. NBC May Act. If Grantor fails to comply with any of its obligations hereunder and following an Event of Default as defined in the Loan Agreement, NBC may do so in Grantor's name or in NBC's name to the extent permitted by applicable law, but at Grantor's expense, and Grantor hereby agrees to reimburse NBC in full for all reasonable expenses, including, without limitation, attorneys' fees, incurred by NBC in protecting, defending or maintaining the Trademark Collateral or any part thereof.

14. No Waiver. No course of dealing between Grantor and NBC, nor any failure to exercise, nor any delay in exercising, on the part of NBC, any right, power or privilege hereunder, under the Loan Agreement, or under applicable law shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercises of any other right, power or privilege.

15. Rights Cumulative. All of NBC's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

16. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6.

18. Inurement. The benefits and burdens of this Agreement shall inure to the benefit of

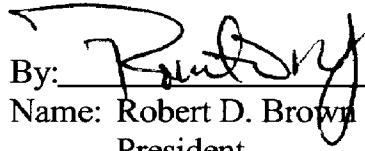
and be binding upon the respective successors and assigns of the parties; provided however, that the foregoing provision shall not invalidate or otherwise modify the restrictions imposed on Grantor hereunder with respect to transferring any part of or interest in the Trademark Collateral.

19. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the internal laws the State of Missouri.

20. Capitalized Terms. Capitalized terms used and not otherwise defined herein shall have the meanings assigned thereto under the Loan Agreement.

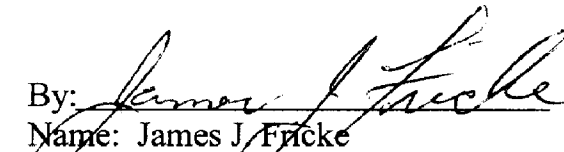
WITNESS the execution hereof under seal as of the day and year first above written.

PIONEER HOLDINGS, LLC
By: Mega Manufacturing, Inc.

By: 
Name: Robert D. Brown
President
Sole Member

"Grantor"

NATIONAL BANK OF CANADA

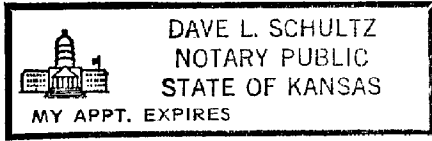
By: 
Name: James J. Fricke
Title: Regional Vice President

"NBC"

STATE OF KANSAS)
) ss.
COUNTY OF RENO)

On this 6th day of December, 1998, before me appeared Robert D. Brown, to me personally known, who, being by me duly sworn, did say that he is the President of Mega Manufacturing, Inc., the sole member of Pioneer Holdings, LLC, and that said instrument was signed on behalf of said limited liability company by authority of its sole member; and said Robert D. Brown acknowledged said instrument to be the free act and deed of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Dave L. Schultz
Notary Public

My commission expires: 10-22-2000

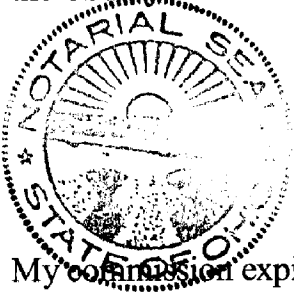
STATE OF OHIO)

) ss.

COUNTY OF HAMILTON)

On this 8th day of December, 1998, before me appeared James J. Fricke, to me personally known, who, being by me duly sworn, did say that he is a Vice President of National Bank of Canada, and that said instrument was signed in behalf of said corporatio, by authority of its Board of Directors; and said James J. Fricke acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



JANICE C. EMMERT
Notary Public, State of Ohio
My Commission Expires Feb. 18, 2003

Janice C. Emmert
Notary Public

My commission expires:

FEB. 18, 2003

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SCHEDULE A

to Trademark Collateral Assignment and Security Agreement by Pioneer Holdings, LLC, as Grantor, and National Bank of Canada.

1. Trademark "PIONEER" for hydraulically actuated truck mounted cranes for use primarily by the building construction industry.

Serial No.: 74-652,146 filed March 27, 1997

Registration No.: 2,074,881 Registered July 1, 1997

2. Trademark: Stylized Letter "P" and design for hydraulically actuated cranes in Class 7.

Serial No.: 74,651,651 filed March 27, 1997

Registration No.: 2,073,018 Registered June 24, 1997