

05-07-1999

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To the Honorable Commissioner of P



Attached original documents or copy thereof.

101031728

1. Name of conveying party(ies):

Long Reach Holdings, Inc.

MRD 5-3-99

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: April 20, 1999

2. Name and address of receiving party(ies)

Name: Bank One, Texas, N.A.

Internal Address:

Street Address: 1717 Main Street, 3rd Floor

City: Dallas State: TX ZIP: 75201

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other National Bank

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)

882,463	785,552	1,211,086
1,107,914	1,122,182	
624,944	1,150,818	

Additional numbers attached? Yes No

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

Name: John T. Mitchell

Internal Address:

05/06/1999 JSHABRAZZ 00000241 882463

01 FC:481 40.00 DP
02 FC:482 150.00 DP

Street Address: 901 Main Street, Suite 5050

City: Dallas State: TX ZIP: 75202

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

John T. Mitchell
Name of Person Signing

John T. Mitchell
Signature

4-29-99
Date

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

COLLATERAL PATENT AND TRADEMARK AGREEMENT

This COLLATERAL PATENT AND TRADEMARK AGREEMENT (this "Agreement") is executed as of the 20th day of April, 1999 to be effective as of the date hereof, by **Long Reach Holdings, Inc.**, a Delaware corporation, having its chief executive office at 12300 Amelia Dr., Houston, Texas 77045, ("Assignor") for the benefit of **BANK ONE, TEXAS, N.A.**, with an office located at 1717 Main, 3rd Floor, Dallas, Texas 75201 ("Assignee").

WITNESSETH:

Whereas, Assignor and Assignee have entered into that certain Loan and Security Agreement of even date (as the same may be amended, restated, renewed, extended, or otherwise modified from time to time, the "Loan Agreement");

Whereas, it is a requirement of the Loan Agreement that Assignor execute this Agreement;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees with Assignee as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the definitions assigned to such terms in the Loan Agreement. Unless otherwise defined herein or in the Loan Agreement, terms used in Article 9 of the Uniform Commercial Code in the State of Texas are used herein as therein defined.

2. Grant of Security. To secure the prompt and complete payment, observation, and performance of all of the Obligations, Assignor hereby creates a security interest with power of sale as hereinafter provided, to the extent permitted by law, and grants, bargains, assigns, mortgages, pledges, sells, and transfers and conveys said security interest with power of sale to Assignee, in and to all of Assignor's right, title, and interest in and to all of the following, whether now owned or existing and hereafter acquired or arising:

(a) (i) all patents and patent applications in the United States Patent and Trademark Office including, without limitation, the patents listed on Annex A, (ii) all patent license agreements, (iii) the reissues, divisions, continuations, and continuations-in-part of all patents, patent applications and license agreements, (iv) all income, royalties, damages, and payments now or hereafter due and/or payable under and with respect to all patents, patent applications and license agreements, including, without limitation, payments under all damages and payments for past or future infringements thereof, (v) the right to sue for past, present, and future infringements of all patents, patent applications and license agreements, and (vi) all rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for (all of the foregoing patents and applications, and interests under patent license agreements, together with the items described in clauses (i) through (vi) in this

subparagraph, are sometimes hereinafter individually and/or collectively referred to as the "**Patents**"), and

(b) (i) all trademarks (registered and unregistered), all trademark registrations and trademark applications pending in the United States Patent and Trademark Office including, without limitation, the trademarks listed on **Annex A**, and further including the good will associated with each of said trademarks, (ii) all trademark license agreements, (iii) the reissues, divisions, continuations, and continuations-in-part of all trademarks, trademark applications and license agreements, (iv) all income, royalties, damages, and payments now or hereafter due and/or payable under and with respect to all trademarks, trademark applications and license agreements, including, without limitation, payments under all damages and payments for past or future infringements thereof, (v) the right to sue for past, present, and future infringements of all trademarks, trademark applications and license agreements, and (vi) all rights corresponding thereto throughout the world in all jurisdictions in which such trademarks have been issued or applied for (all of the foregoing trademarks and applications, and interests under trademark license agreements, together with the items described in clauses (i) through (vi) in this subparagraph, are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**", and the Patents and Trademarks are collectively referred to herein as the "**Collateral**");

3. Restrictions on Future Agreements. Assignor agrees that until all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent, abandon any Collateral or enter into any agreement, including without limitation, any license agreement, which would adversely affect the fair market value of the Collateral (as defined herein) or the Collateral as defined in the Loan Agreement (collectively, the "Personal Property Collateral") or the benefits of this Agreement granted to the Assignee including, without limitation, the validity, priority, or perfection of the security interest granted herein or the remedies of the Assignee hereunder, and Assignor further agrees that it will not take any action, or permit any action to be taken by others to the extent such Persons are subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Assignee under this Agreement and any such agreement or action if it shall take place shall be null and void and of no effect whatsoever.

4. New Collateral. Assignor represents and warrants that the Patents and Trademarks listed on **Annex A** constitute all of the trademarks, patents and applications now owned by Assignor for which registrations have been issued or applied for in the United States Patent and Trademark Office. If, before the Obligations shall have been satisfied in full and the Loan Agreement terminated, Assignor shall (i) obtain rights to any new trademarks or patentable inventions or (ii) become entitled to the benefit of any patent application or patent for any reissue, division, continuation or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **paragraph 2** above shall automatically apply thereto and, with respect to (i) above, Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Agreement by amending **Annex A** to include any future

trademark, trademark application, patent and patent applications, as applicable, under **paragraph 2** above or under this **paragraph 4**.

5. Additional Representations and Warranties. Assignor hereby represents, warrants, covenants, and agrees that:

(a) Except as otherwise provided herein or in the Loan Agreement, including, without limitation, dispositions of Collateral in connection with dispositions of assets to the extent permitted under the Loan Agreement, it is and will continue to be the owner of all right, title, and interest in the Collateral so long as the Patents and Trademarks shall continue in force, free from any lien in favor of any Person except for Permitted Liens.

(b) It has the full right and power to grant the security interest in the Collateral made hereby.

(c) It has made no previous assignment, transfer, or agreements in conflict herewith or constituting a present or future assignment, transfer, or encumbrance on any of the Collateral.

(d) So long as any Obligations remain outstanding under the Loan Agreement or the Loan Agreement has not terminated, it will not execute, and there will not be on file in any public office, any such financing statement or other document or instrument, except for Permitted Liens.

(e) Subject to any limitation stated therein or in connection therewith, all information furnished to Assignee concerning the Collateral and proceeds thereof, for the purpose of obtaining credit or an extension of credit, is, or will be at the time the same is furnished, accurate and correct in all material respects.

(f) To the best of Assignor's knowledge and believe, no material infringement or unauthorized use presently is being made of any of the Collateral which would adversely affect the fair market value of the Personal Property Collateral or the benefits of this Agreement granted to the Assignee including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Assignee hereunder.

6. Royalties; Terms. Assignor hereby agrees that any rights granted hereunder to Assignee with respect to all Collateral as described above shall be worldwide and without any liability for royalties or other related charges from Assignee or Assignor. The term of the assignments of security interest granted herein shall extend until the earlier of (i) the expiration or termination of each of the Patents and Trademarks assigned hereunder, or (ii) the date on which all Obligations have been paid in full and the Loan Agreement has been terminated.

7. Reassignment to Assignor. This Agreement is made for collateral purposes only. Upon payment in full of all Obligations and termination of the Loan Agreement, Assignee shall, at Assignor's sole cost and expense, execute and deliver to Assignor all termination statements, assignments, and other instruments as may be necessary or proper to revest in Assignor (without recourse to or warranty by the Assignee) full title to the Collateral granted hereby, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Loan Agreement.

8. Duties of Assignor. Assignor shall have the duty (i) to prosecute diligently any patent application pending as of the date hereof or thereafter until all Obligations shall have been paid in full and the Loan Agreement shall have been terminated, (ii) make application on unpatented but patentable inventions, as appropriate, and (iii) to preserve and maintain all rights in the Collateral. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor agrees to retain an experienced registered patent attorney for the filing and prosecution of all such applications and other proceedings. Assignor shall not abandon any right to file a patent application or any pending patent application without the consent of Assignee.

If Assignor fails to comply with any of the foregoing duties, Assignee shall have the right (but shall not be obligated) to do so in Assignor's name to the extent permitted by law, but at Assignor's expense, and Assignor hereby agrees to reimburse Assignee in full for all expenses, including the reasonable fees and disbursements of counsel incurred by Assignee in protecting, defending, and maintaining the Collateral.

In the event that Assignor shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to discharge any lien prohibited hereby, or shall fail to comply with any other duty hereunder, Assignee may, but shall not be required to, pay, satisfy, discharge, or bond the same for the account of Assignor, and all moneys so paid out shall be Obligations of Assignor repayable on demand, together with interest at the Contract Rate or Default Rate, as appropriate, as provided in the Loan Agreement.

9. Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Assignee shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Collateral, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this **paragraph 9**.

10. Waivers. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising on the part of Assignee, any right, power, or privilege hereunder or under the Loan Agreement 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 exercise of any other right, power, or privilege.

11. 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, in such jurisdiction, 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.

12. Modification. This Agreement cannot be altered, amended, or modified in any way, except as specifically provided in **paragraph 4** hereof or by a writing signed by the parties hereto.

13. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. All of the rights and remedies of Assignee with respect to the 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. Upon the occurrence and during the continuance of an Event of Default, Assignor hereby authorizes Assignee to make, constitute, and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power (but not obligation) to (i) endorse Assignor's name on all applications, documents, papers, and instruments necessary or desirable for the Assignee in the use of the Collateral, (ii) take any other actions with respect to the Collateral as the Assignee deems in its best interest, (iii) grant or issue any exclusive or non-exclusive license under the Collateral to anyone, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone free and clear of any encumbrance. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all Obligations shall have been paid in full and the Loan Agreement has been terminated. Assignor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies provided in the Loan Agreement or by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Collateral may be located. Recourse to security will not be required at any time.


14. Binding Effect; Benefits. Except to the extent the rights of any transferee or assignee are limited by the Loan Agreement, this Agreement shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

15. Notices. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon either of the parties by the other, or whenever desires either of the parties to give or serve upon the other any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be delivered in accordance with the Loan Agreement.

16. Venue and Governing Law. All warranties and representations of Assignor contained herein and any payment on any indebtedness secured hereby have been and shall be made in Dallas County, Texas, and all parties hereto agree that venue is proper only in such county, to submit themselves to the personal jurisdiction of the courts, both state and federal, located in such county and that any such court is a convenient forum in which to decide any dispute arising hereunder. The laws of Texas shall govern the construction of this Agreement and the rights, remedies, duties, and obligations of the parties hereto with respect to all transactions hereunder and any and all Collateral, to the extent that federal law is not applicable.

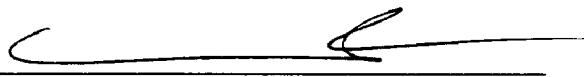
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective as of the date first stated above.

LONG REACH HOLDINGS, INC..

By: 
D. M. Buchanan, President

Agreed and accepted

BANK ONE, TEXAS, N.A.

By: 
Carl C. Prudhomme, III, Vice President

STATE OF TEXAS

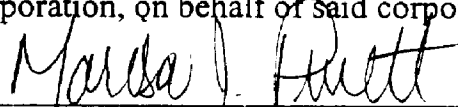
COUNTY OF DALLAS

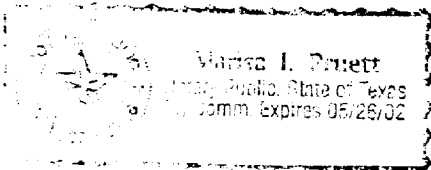
This instrument was acknowledged before me on April 20, 1999, by D. M. Buchanan, President of Long Reach Holdings, Inc., a Delaware corporation, on behalf of said corporation.

[S E A L]

My Commission Expires:

5/26/02


Notary Public, State of Texas
Marisa I. Pruett
Printed Name of Notary



STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on April 20, 1999, by Carl C. Prudhomme, III, Vice President of Bank One, Texas, N.A., national banking association, on behalf of said banking association.

[S E A L]

My Commission Expires:

5/26/02

Marisa I. Pruett
Notary Public, State of Texas

Marisa I. Pruett
Printed Name of Notary



ANNEX A
to
Collateral Patent & Trademark Agreement
dated April 20, 1999

Patents and Applications

Patent #	Issued	Description
Long Reach Manufacturing		
5,055,091	10/08/91	Wear Strip for a Clamp Attachment on a Lift Truck <i>Inventor: Carl Morris/Ken Lane</i>
5,536,133	07/16/96	Pivot Frame Roll Clamp Assembly for Attachment to a Lift Truck <i>Inventor: Stewart Sinclair/Lawrence Velez</i>
Rol-Lift Corporation		
None		
Brudi		
4,828,450	05/09/89	Universal Fork-Supported Push-Pull Slip Sheet Handling Attachment for Forklift Trucks <i>Inventor: Emmett Frison</i>
4,890,973	01/02/90	Universal Fork-Supported Push-Pull Slip Sheet Handling Attachment for Forklift Trucks <i>Inventor: Emmett Frison</i>
5,139,385	08/18/92	Dual Pallet Fork Attachment for a Lift Truck <i>Inventor: Daniel Chase/Robert Kroupa/Emmett Frison</i>
5,217,343	06/08/93	Lift Truck Carriage <i>Inventor: Wayne Bostad/Emmett Frison/Alan Johnson</i>
App. S/N: 08/538.736	10/03/95	Push-Pull Attachments for Forklift Trucks <i>Inventor: Wayne Bostad</i>
Canada: 1,180,305	01/02/85	Improved Side-Loading Container Chassis <i>Inventor: Ronald Brudi, et al</i>
Canada: 1,146,448	05/17/83	Lift Truck Rotator w/Pressure-Relieved Valving <i>Inventor: Not Available</i>
Australia: 105,772	12/21/87	Telescopic Fork Attachment for a Fork Lift Vehicle <i>Inventor: Not Available</i>
Australia: 103,978	07/21/88	A Bin Tipping Attachment for a Fork Lift <i>Inventor: Not Available</i>
Australia: 112,266	01/23/91	A Suspension Track for a Sideshift Carriage <i>Inventor: Not Available</i>
Australia: App. 82590/91	04/12/94	Dual Pallet Fork Attachment for a Lift Truck <i>Inventor: Not Available</i>

TRADEMARK REGISTRATIONS

TRADEMARK	CERTIFICATE #	DATE ISSUED
Australia		
Long Reach	B-273,069	04/07/76
Long Reach	B-292,162	01/10/78
Rotowash	B-478,309	12/14/87
Extendafork	B-482,969	03/08/88
Swing-Shift	A-533,859	05/09/90
Brudi	A-575,086	03/25/92
Brazil		
Long Reach	707.702/80	
Canada		
Long Reach	210,060	10/17/75
Mexico		
Long Reach	180,818	09/26/73
Rol-Lift	365,033	04/27/89
New Zealand		
Long Reach	145,788	02/01/83
Brudi	221076	09/03/92
Republic of S. Africa		
Long Reach	83/1057	02/22/83
Brudi	92/10944	12/14/92
USA		
Rol-Lift	882,463	12/16/69
Rol-Lift	1,107,914	12/05/78
Long Reach	624,944	04/10/56
Long Reach	785,552	02/23/65
Brudi	1,122,182	07/17/79
Swing-Loader*	1,150,818	04/14/81
We Make It Easy	1,211,086	09/28/82
Venezuela		
Long Reach	88068-F	09/12/78

* Principal Register