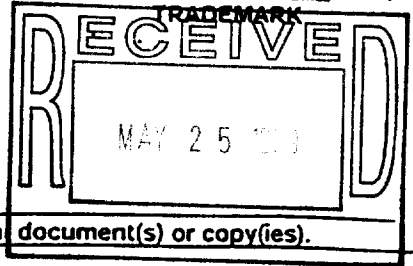


06-01-1999



101051379

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



5.25.99

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

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
- 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.)

06/01/1999 MTHA11 00000052 75536846

FOR OFFICE USE ONLY

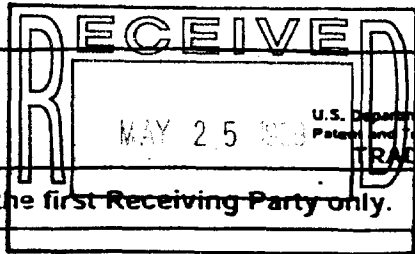
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40.00 OP

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 (0851-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0851-0027, Patent and Trademark Assignment Practices. 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

REEL: 001903 FRAME: 0951



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" value="75536846"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <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.

James F. Donato

Name of Person Signing

James F. Donato
Signature

5/25/99
Date Signed

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 4, 1998, by ICM EQUIPMENT COMPANY L.L.C., a Delaware limited liability company ("Grantor"), in favor of THE CIT GROUP/EQUIPMENT FINANCING, INC., in its capacity as Agent for Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

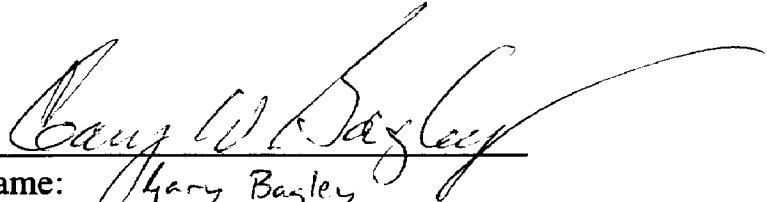
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ICM EQUIPMENT COMPANY L.L.C., as Grantor

By: 
Name: Gary Bagley
Title: Attorney in fact

ACCEPTED AND ACKNOWLEDGED BY:

THE CIT GROUP/EQUIPMENT FINANCING, INC., as Agent

By: _____
Name:
Title:

Signature Page to
Trademark Security Agreement


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ICM EQUIPMENT COMPANY L.L.C., as Grantor

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

**THE CIT GROUP/EQUIPMENT FINANCING, INC.,
as Agent**

By: 
Name: Mark Saylor
Title: Vice President

Signature Page to
Trademark Security Agreement

**TRADEMARK
REEL: 001903 FRAME: 0956**

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
COUNTY OF New York) ss.

On this 3rd day of February, 1998 before me personally appeared Dary W. Bagley, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of JCM Equipments LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its [Resolutions] and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.

{seal}

Paula A. Hansen
Notary Public

PAULA A. HANSEN
Notary Public, State of New York
No. 24-4697606
Qualified in ~~Kings~~ County
Certificate Filed in New York County
Commission Expires November 30, 19 99

Signature Page to
Trademark Security Agreement

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

| <u>Mark</u> | <u>Reg. No.</u> | <u>Date</u> |
|-------------|-----------------|-------------|
|-------------|-----------------|-------------|

None

TRADEMARK APPLICATIONS

| <u>Mark</u> | <u>Serial No.</u> | <u>Date</u> |
|-------------|-------------------|-------------|
|-------------|-------------------|-------------|

| | | |
|-----|------------|-----------------|
| ICM | 75-536,846 | August 17, 1998 |
|-----|------------|-----------------|

TRADEMARK LICENSES

| <u>Name of Agreement</u> | <u>Parties</u> | <u>Date of Agreement</u> |
|--------------------------|----------------|--------------------------|
|--------------------------|----------------|--------------------------|

None

SIDLEY & AUSTIN
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

DALLAS
LOS ANGELES
NEW YORK

ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603
TELEPHONE 312 853 7000
FACSIMILE 312 853 7036

WASHINGTON, D.C.
LONDON
SINGAPORE
TOKYO

FOUNDED 1866

WRITER'S DIRECT NUMBER
(312) 853-4094

WRITER'S E-MAIL ADDRESS
jdonato@sidley.com

May 25, 1999

VIA EXPRESS MAIL

Honorable Commissioner of Patents and Trademarks
U.S. Patent and Trademark Office
Box Assignments
Crystal Gateway 4, Room 335
Washington, D.C. 20231

Re: Recordation of Patent and Trademark Assignments

Dear Sir or Madam:

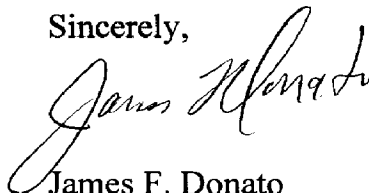
Enclosed please find a Trademark Recordation Form Cover Sheet to record the following:

- 1) Trademark Security Agreement between ICM Equipment Compant L.L.C. and The CIT Group/Equipment Financing, Inc. relating to 1 trademark.

Our check is enclosed to cover the recordation fees. Please return the recorded documents to my attention.

Thank you for your assistance with this matter.

Sincerely,



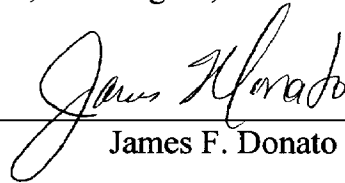
James F. Donato
Paralegal

JFD
encl.

TRADEMARK
REEL: 001903 FRAME: 0959

CERTIFICATE OF EXPRESS MAIL

I hereby certify that this correspondence is being deposited with the United States Postal Service by Express Mail No. **EM077458557US** in an envelope addressed to U.S. Patent and Trademark Office, Box Assignments, Crystal Gateway 4, Room 335, Washington, D.C. 20231 on **May 25, 1999**.


James F. Donato