FORM PTO-1594 (Modified)
(Rev 6-93)
OMB No 0651-0011 (exp 4/94)
Copyright 1994-97 LegalStar
TM05/REV03

REC 10-20-1999

101175021

Docket No.: 014951/0166

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
COX-UPHOFF INTERNATIONAL

10-15-1999
U.S. Patent & TMOfc/TM Mail Rcpt Dt. #26

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

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

2. Name and address of receiving party(ies):
Name: ABLECO FINANCE LLC, as Agent
Internal Address:
Street Address: 450 PARK AVENUE
City: NEW YORK State: NY ZIP: 10022

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other DELAWARE LIMITED LIABILITYCOMPANY

If assignee is not domiciled in the United States, a domestic designation is ☐ Yes ☐ N
(Designations must be a separate document from
Additional name(s) & address(es) ☐ Yes ☐ N

3. Nature of conveyance:
☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: 09011999

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)
NONE

B. Trademark Registration No.(s)
SEE ATTACHED SCHEDULE

Additional numbers ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: JOSHUA R. BRESSLER
Internal Address: SCHULTE ROTH & ZABEL LLP
Street Address: 900 THIRD AVENUE
City: NEW YORK State: NY ZIP: 10022

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): $40.00

☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:
SCHULTE ROTH & ZABEL LLP - 500675

DO NOT USE THIS SPACE

10/20/1999 MINH11 00000095 500675 1119168
01 FC:481 40.00 OP

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.

JOSHUA R. BRESSLER — Name of Person Signing
Signature
OCTOBER 14, 1999 — Date

Total number of pages including cover sheet, attachments, and 6

TRADEMARK
REEL: 001976 FRAME: 0688

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

(TRADEMARK REGISTRATIONS AND APPLICATIONS)

COX-UPHOFF INTERNATIONAL

TRADEMARK	REG. NO. (SERIAL NO.)
CUI (Stylized)	1,119,168

EXHIBIT A

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, COX-UPHOFF INTERNATIONAL (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated as of September 1, 1999 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of ABLECO FINANCE LLC, as Administrative Agent on behalf of the Lenders (as defined in the Security Agreement) (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of past, present or future infringements and other violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of SEPTEMBER 1, 1999

COX-UPHOFF INTERNATIONAL

By: D. E. Bamberger

Name: DAVID E. BAMBERGER

Title: SECRETARY

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STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 1 day of SEPTEMBER, 1999, before me personally came DAVID E. BAMBERGER, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the SECRETARY of COX-UPHOFF INTERNATIONAL CALIFORNIA corporation, and that he executed the foregoing instrument in the firm name of such corporation, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Elaine Gerace

ELAINE GERACE
Notary Public, State of New York
No. 01GE4996717
Qualified in Queens County
Commission Expires May 18, 19 2000

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