

7.7.00

08-01-2000



To the Honorable Commissioner of F

and original documents or copy thereof.

101419439

1. Name and Address of Conveying Party(ies):

Berendsen Fluid Power, Inc.
401 S. Boston Avenue, Suite 1700
Tulsa, OK 74103

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation -- State: Oklahoma
- Other:
- Additional Name(s) of Conveying Party(ies) Attached

2. Name and Address of Receiving Party(ies):

Fleet Capital Corporation
5950 Sherry Lane, Suite 300
Dallas, TX 75225

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation -- State: Rhode Island
- Other:
- Additional Name(s) of Receiving Party(ies) Attached
- Assignee is not domiciled in the United States, a Domestic Representative Designation is Attached.

3. Nature of Conveyance:

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

Execution Date: June 23, 2000

4. Application Number(s) or Registration Number(s):

- A. Trademark Application No.(s)
75/535,779, 75/535,778, 75/535,777
- B. Trademark Registration No.(s)
1,982,573, 1,388,021, 1,391,438, 1,403,772
- Additional Numbers Attached

5. Name and Address of Party to Whom Correspondence Concerning Documents Should Be Mailed:

Theodore F. Shiells
Gardere & Wynne, L.L.P.
1601 Elm Street, Suite 3000
Dallas, Texas 75201

214-999-4632 - Telephone
214-999-4667 - Facsimile

6. Total Number of Applications and Registrations Involved:

7

7. Total Fee (37 CFR 3.41): \$190.00

- Authorized to be Charged to Deposit Account
- Charge Any Deficiencies to Deposit Account

8. Deposit Account Number: 07-0153

9. Statement and Signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attachment copy is a true copy of the original document.

07/31/2000 MTHA11 00000320 75535779

01 Ft:481
02 Ft:482

Theodore F. Shiells
Theodore F. Shiells, Reg. No. 31,569

June 30, 2000
Date

Certificate of Mailing

I hereby certify that this Recordation Form Cover Sheet, together with the attached Assignment, is being deposited with the U.S. Postal Service as first class mail in an envelope addressed to the Commissioner for Patents and Trademarks, Washington, DC 20231 on:

Date July 5, 2000
Terri Bragg

Mail To: Commissioner of Patents and Trademarks,
Box ASSIGNMENTS, Washington, D.C. 20231

Total # of Pages Including This Cover Sheet: 9

TRADEMARK SECURITY AGREEMENT

WHEREAS, BERENDSEN FLUID POWER, INC., an Oklahoma corporation ("Pledgor"), BERENDSEN PMC, INC., an Oklahoma corporation, the CANADIAN COMPANY, MIDCON INVESTORS, INC., an Oklahoma corporation, FLEET CAPITAL CORPORATION, a Rhode Island corporation ("Agent") and the lenders named therein (the "Lenders") are parties to a Loan and Security Agreement dated as of June 23, 2000 (as same may be amended, restated, supplemented, or otherwise modified from time to time, the "Loan and Security Agreement"), providing for extensions of credit to be made to Obligor by Lenders pursuant to the Loan and Security Agreement.

WHEREAS, pursuant to the terms of the Loan and Security Agreement, Pledgor is obligated to secure the prompt payment and performance of the Obligations; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement, Pledgor has granted to Agent for the benefit of Lenders a security interest in substantially all the assets of Pledgor, including all right, title and interest of Pledgor in, to and under all now owned and hereafter acquired Trademarks (as defined below), Trademark registrations, Trademark applications and Trademark Licenses (as defined below), together with the goodwill of the business symbolized by Pledgor's Trademarks, and all proceeds thereof, to secure, inter alia, the payment of the Obligations. The Trademarks, Trademark registrations, Trademark Licenses and Trademark applications are listed on Schedule 1 annexed hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor does hereby grant to Agent a continuing security interest in all of its respective right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, together with any reissues, continuations or extensions thereof, including, without limitation, the Trademark, Trademark registrations and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark

registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted Agent pursuant to the Loan and Security Agreement. Pledgor 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 Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

As used herein, the following terms have the following meanings:

- A. "Trademark License" means any written agreement now or hereafter in existence granting to Pledgor any right to use any Trademark (excluding any such agreement if and to the extent that any attempt to grant a security interest hereunder in any such agreement without the consent of a third party would constitute a breach thereof and such consent has not been obtained by Pledgor).
- B. "Trademarks" means collectively all of the following now owned or hereafter created or acquired by Pledgor: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.

Terms not otherwise defined herein, shall have the same meanings as in the Loan and Security Agreement.

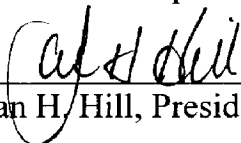
REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of June 23, 2000.

PLEDGOR:


[CORPORATE SEAL]

BERENDSEN FLUID POWER, INC.
an Oklahoma corporation

By: 
Ian H. Hill, President

Acknowledged:

FLEET CAPITAL CORPORATION, as Agent

By: 
Brian L. Tornow, Sr. Vice President

ACKNOWLEDGMENT

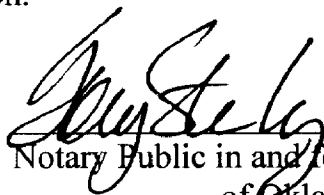
STATE OF OKLAHOMA

§
§
§

COUNTY OF TULSA

On the 23rd day of June, 2000, before me personally appeared Ian H. Hill, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as President of Berendsen Fluid Power, Inc., an Oklahoma corporation, who being by me duly sworn, did depose and say that he is President of Berendsen Fluid Power, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

(Seal)



Notary Public in and for the State
of Oklahoma

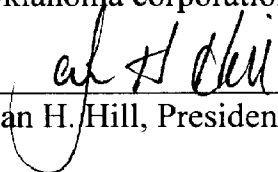
My commission expires: 9-9-2000

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of June 23, 2000.

PLEDGOR:


[CORPORATE SEAL]

BERENDSEN FLUID POWER, INC.
an Oklahoma corporation

By: 
Ian H. Hill, President

Acknowledged:

FLEET CAPITAL CORPORATION, as Agent

By: 
Brian L. Tornow, Sr. Vice President

ACKNOWLEDGMENT

STATE OF OKLAHOMA

§


§

COUNTY OF TULSA

§

On the 23rd day of June, 2000, before me personally appeared Ian H. Hill, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as President of Berendsen Fluid Power, Inc., an Oklahoma corporation, who being by me duly sworn, did depose and say that he is President of Berendsen Fluid Power, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

(Seal)



Notary Public in and for the State
of Oklahoma

My commission expires: 9-9-2000

SCHEDULE 1
TO TRADEMARK
SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
POWERQUOTES	USA	1,982,573	June 25, 1996
LHA	USA	1,388,021	April 1, 1986
LHA	USA	1,391,438	April 29, 1986
LHA	USA	1,403,772	August 5, 1986

UNITED STATES TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Serial Number</u>	<u>Date of Filing</u>
KODIAK	USA	75/535779	August 12, 1998
GRIZZLY	USA	75/535778	August 12, 1998
LYNX	USA	75/535777	August 12, 1998

FOREIGN TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
KR	United Kingdom	1181288	September 7, 1982
KR	United Kingdom	1181289	September 7, 1982
KR and Rectangle Device	Benelux	95973	December 20, 1968
KR and Rectangle Device	France	1653340	March 30, 1981
KR and Rectangle Device	Italy	393931	January 22, 1966
KR and Rectangle Device	Spain	971435	October 20, 1981
KR and Rectangle Device	Spain	971436	October 20, 1981
LHA	Australia	596631	February 23, 1993
LHA	Australia	596632	February 23, 1993
LHA	Australia	596633	February 23, 1993
LHA	Australia	596634	February 23, 1993
LHA	South Africa	84/8799	October 1, 1984
LHA	South Africa	84/8800	October 1, 1984
LHA	South Africa	84/8801	October 1, 1984
LHA	South Africa	84/8802	October 1, 1984

FOREIGN TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None

UNREGISTERED TRADEMARKS

<u>Mark</u>	<u>Country</u>
LEP	USA
LPP	USA
LHP	USA

Berendsen Fluid Power, Inc.. — Trademark Pledge Agreement
876892