

12-22-2000



101559013

12.20.00

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

- 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
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
11 17 2000

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Skyjack Equipment, Inc.

11 17 2000

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Iowa

Receiving Party

Mark if additional names of receiving parties attached

Name Congress Financial Corporation (Central), as U.S. Collateral Agent

DBA/AKA/TA

Composed of

Address (line 1) 150 S. Wacker Drive, Suite 2200

Address (line 2)

Address (line 3)

Chicago

Illinois

60606

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Illinois

12/20/2000 DMSUYEN 00000485 2102213

FOR OFFICE USE ONLY

01 PCT/81

40.00 DP

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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: 002198 FRAME: 0504

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)

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:

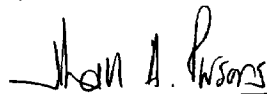
Yes

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.

Meredith A. Parsons



12/18/00

Name of Person Signing

Signature

Date Signed

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 17, 2000, by SKYJACK EQUIPMENT, INC., an Iowa corporation (“**Grantor**”), in favor of CONGRESS FINANCIAL CORPORATION (CENTRAL) (“**US Lender**”), an Illinois corporation, in its capacity as US Collateral Agent for Lenders (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement dated as on or about the date hereof by and between SKYJACK EQUIPMENT, INC. (“**US Borrower**”) and US Lender (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “**US Loan Agreement**”), US Lender has agreed to make the Loans;

WHEREAS, US Lender is willing to make the Loans as provided for in the US Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to US Collateral Agent, for itself and the benefit of Lenders, that certain General Security Agreement dated on or about the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

WHEREAS, pursuant to that certain Canadian Loan Agreement dated on or about the date hereof by and among Canadian Borrower and Canadian Lender (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “**Canadian Loan Agreement**”), Canadian Lender has agreed to make loans and to incur letter of credit accommodations for the benefit of Canadian Borrower;

WHEREAS, in order to induce Canadian Lender and US Lender (collectively, the “**Lenders**”) to enter into the Canadian Loan Agreement and the US Loan Agreement (collectively, the “**Loan Agreements**”) and the other Financing Agreements and to make the loans under the Loan Agreements and as a condition precedent thereto, Lenders require that Grantor shall have executed and delivered this Trademark Security Agreement to secure its obligations to Canadian Lender and US Lender, as applicable, in respect of the Loan Agreements and/or the other Financing Agreements;

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 the US Loan Agreement. As used herein, the following terms shall have the following meanings:

“**Trademarks**” means all of the following now owned or hereafter existing or adopted or acquired by Grantor: (a) all trademarks, trade names,

corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), 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 or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

"**Trademark License**" means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

2. GRANT OF SECURITY INTEREST IN TRADEMARK

COLLATERAL. Grantor hereby grants to US Collateral 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 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; provided, that Trademark Collateral shall not include any such property where the grant of a security interest therein by Grantor is prohibited by applicable law or by the terms of any contract, agreement, instrument or indenture granting and/or governing such Trademark Collateral ("**Applicable Agreement**") without the consent of any other party thereto or would give any other party to any such Applicable Agreement the right to terminate its obligations or Grantor's rights thereunder unless, in any such case, all necessary consents to such grant of a security interest have been obtained from the other parties thereto; provided further, that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Grantor of a security interest in any account or any money or other amounts due or to become due under any such Applicable Agreement.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted


to US Collateral Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of US Collateral 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.

4. GOVERNING LAW. The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between Grantor and US Collateral Agent hereunder, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Illinois (without giving effect to principles of conflicts of law).

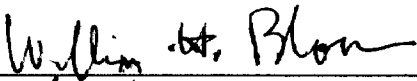
[SIGNATURE PAGE TO FOLLOW]

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.

SKYJACK EQUIPMENT, INC.

By: 
Name: Jos Wintermans
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:
CONGRESS FINANCIAL CORPORATION (CENTRAL),
as US Collateral Agent

By: 
Name: WILLIAM H BLOOM
Title: E.V.P.

[Signature Page to US Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Mark	Trademark No.	Issuance Date
TK	2,102,213 (U.S.)	09/30/1997

TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

Name of Agreement

Parties

Date of Agreement

None