

12-22-2000



101559016

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

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

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.)

FOR OFFICE USE ONLY

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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: 0570

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,073,859"/>	<input type="text" value="2,380,226"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,866,750"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,069,859"/>	<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.

Meredith A. Parsons

12/13/00

Name of Person Signing

Signature

Date Signed

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 17, 2000, by SKYJACK INC., an Ontario corporation ("**Grantor**"), in favor of CONGRESS FINANCIAL CORPORATION (CANADA) ("**Canadian Lender**"), an Ontario corporation, in its capacity as Canadian 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 INC. ("**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 the Loans:

WHEREAS, Canadian 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 Canadian 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 US Loan Agreement dated on or about the date hereof by and among 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 loans and to incur letter of credit accommodations for the benefit of US 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 Canadian 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 Canadian 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 Canadian Collateral Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Canadian 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 Canadian Collateral Agent hereunder, whether in contract, tort, equity or otherwise, shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

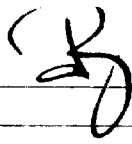
[SIGNATURE PAGE TO FOLLOW]

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 INC.

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

**ACCEPTED AND ACKNOWLEDGED BY:
CONGRESS FINANCIAL CORPORATION (CANADA),
as Canadian Collateral Agent**

By: 
Name: _____
Title: _____

**H. ROSENFELD
SENIOR VICE PRESIDENT
CONGRESS FINANCIAL**

[Signature Page to Canadian Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Mark	Trademark No.	Issuance Date
Skydeck	2,073,859	06/24/1997
Skyjack	1,866,750	12/13/1994
Skyjack (design)	2,069,859	06/10/1997
Elevating the World	2,380,226	07/23/1997

TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

Name of Agreement	Parties	Date of Agreement
None		