2017 APP -2 FH 2: 08

04-18-2002



Form PTO-FINANCE CACTION RECORD (Rev. 03/01)	EPARTMENT OF COMMERCE S. Patent and Trademark Office
OMB No. 0651-0027 (exp. 5/31/2002)	02059515 ▼ ▼
Tab settings	
1. Name of conveying party(ies):  ### Corporation-State    Other	2. Name and address of receiving party(ies)  Name: _LASALLE BANK NATIONAL ASSOCIATION  Internal Address: ATT: PATRICK LUCAS  Street Address: 135 SOUTH LASALLE STREET  City: CHICAGOState: IL _Zip: 60603  Individual(s) citizenship
Additional name(s) of conveying party(ies) attached? Yes No  3. Nature of conveyance:  Assignment  Security Agreement  Other  Execution Date: 3/25/2002	Association_NATIONAL BANK  General Partnership  Limited Partnership  Corporation-State  Other  If assignee is not domiciled in the United States, a domestic representative designation is attached:  (Designations must be a separate document from assignment) Additional name(s) & address( es) attached?  Yes  No
4. Application number(s) or registration number(s):  SEE ATTACH-  A. Trademark Application No.(s)  MENT  Additional number(s) attemptions  Ad	B. Trademark Registration No.(s) SEE ATTACH-  MENT
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:
Name:JODI L. HENNINGER, ESQ. Internal Address:_ROOKS, PITTS AND POUST	7. Total fee (37 CFR 3.41)\$  Enclosed  Authorized to be charged to deposit account
Street Address: 10 SOUTH WACKER DR., #2300	8. Deposit account number:
City: CHICAGO State: Zip: 60606	THIS SPACE
9. Signature.	
JODI L. HENNINGER, ESQ.  DBYRNE  Noobcoose 76206 Signing  Total number of pages including coverage of pages includ	ignature  for sheet, attachments, and document:  Trequired cover sheet information to:  Trademarks, Box Assignments  To C. 20231  APRIL 2, 8002  Trademarks, Box Assignments  Trademarks, Box Assignments

## EXHIBIT ATTACHED TO RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

A. Trademark Application No.(s)	B. Trademark Registration No.(s)		
Serial No. 76206660	NONE		
Serial No. 76314852	NONE		
NONE	1622051		
NONE	1426293		
NONE	1174088		
NONE	0966947		
NONE	0941421		
NONE	0941420		

CH:237931.2

## TRADEMARK SECURITY AGREEMENT (U.S. REGISTRY)

WHEREAS, MI-JACK PRODUCTS INC., an Illinois corporation ("Debtor"), owns, has adopted, used and is using a certain mark or certain marks registered in the United States Patent and Trademark Office, as more fully described on <a href="Exhibit A">Exhibit A</a> attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, the good will of the business symbolized thereby and all registrations thereof, called the "Trademark Rights"); and

WHEREAS, LASALLE BANK NATIONAL ASSOCIATION, a national banking association ("Bank"), intends to extend certain financial accommodations to or for the benefit of Debtor pursuant to a certain Loan and Security Agreement by and between Lanco International Inc. ("Lanco") and the Bank dated as of even date herewith (the "Loan Agreement"); and

WHEREAS, in connection with the extension of such financial accommodations pursuant to the Loan Agreement, Bank is desirous of acquiring said Trademark Rights, subject to the terms and conditions set forth hereinbelow;

NOW, THEREFORE, in order to induce Bank to consummate the financial accommodations provided for in the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby agree with Bank as follows:

- 1. Debtor hereby assigns and grants a security interest to Bank, its successors and assigns, in the entire right, title, and interest of Debtor in and to the Trademark Rights, subject to termination only if: (i) all "Obligations" (as defined in the Loan Agreement) of Debtor are satisfied and paid as and when due and (ii) Bank shall have terminated in writing, without further obligation or liability, all commitments of Bank to any party arising under the Loan Agreement; otherwise, the same shall remain in full force and effect, it being intended by Debtor and Bank that the Trademark Rights shall serve as collateral security to Bank for the payment and performance of such "Obligations" and, accordingly, that this instrument shall be subject to the terms of the Loan Agreement and all related security agreements with respect to the "Collateral" (as defined in the Loan Agreement), which terms are herein incorporated by reference and made a part hereof.
- 2. Notwithstanding the foregoing, unless and until Bank exercises the rights and remedies accorded to it under (i) the Loan Agreement, (ii) the Revolving Credit Note between Debtor and Lanco dated of even date herewith, and/or (iii) the Corporate Guaranty by and between Debtor and Bank dated of even date herewith, and by law with respect to the realization upon its security interest in the Trademark Rights, Debtor shall continue to own, and may use and enjoy, the Trademark Rights in connection with its business operations, but only in a manner consistent with the preservation of their current substance, validity, registration and the collateral assignment herein contained.

CH:259506.2

IN WITNESS WHEREOF, Debtor has caused this document to be executed as of this  $25^{\rm th}$  day of March, 2002.

MI-JACK PRODUCTS INC.

By: STEPHEN:

Its: SECLETALLY

Address of Debtor (Assignor):

3111 W. 167<sup>th</sup> Street Hazel Crest, Illinois 60429

Address of Bank (Assignee):

135 South LaSalle Street Chicago, Illinois 60603

## **EXHIBIT A**

TRADEMARK	REGISTRATION	<u>REGISTRATION</u>
	NUMBER	DATE
INSPECT!	Pending	Pending
THRU-PORT	Pending	Pending
WHERE SERVICE IS GOLDEN	1622051	November 13, 1990
MI-JACK	1426293	January 27, 1987
STRAD	1174088	October 20, 1981
PORT PACKER	0966947	August 28, 1973
TRAVELIFT	0941421	August 22, 1972
TRAVELIFT	0941420	August 22, 1972

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**RECORDED: 04/02/2002**