

RECORDATION
TRADE

05-08-2002



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b settings

Documents or copy thereof.

To the Honorable Commissioner of Patents and Trademarks

Name of conveying party(ies):

Multiquip Inc.

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation,
as agent

Internal Address:

Street Address: 350 S Beverly Dr

City: Beverly Hills State: CAL ZIP: 90212

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State NY Corporation

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

Individual(s)

Association

General Partnership

Limited Partnership

Corporation-State CA

Other

Additional name(s) of conveying party(ies) attached? Yes No

Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other Supplement to Trademark Security Agreement

Execution Date: April 5, 2002

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

05/07/2002 BT0N11 00000150 1574373

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41) \$ 240.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481
02 FC:482

40.00 DP
200.00 DP

DO NOT USE THIS SPACE

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.

Laura Konrath

Name of Person Signing

Signature

4/10/02

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK

REEL: 002501 FRAME: 0001

Continuation
Item 4

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

A. Issued

<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>	<u>Expires</u>
QP	1574373	1/2/90	1/2/2000
MQ	1206701	8/31/82	8/31/2002
Whisperweld	1210346	9/28/82	9/28/2002
Whisperwatt	1316595	1/29/85	1/29/2005
Quick Pitch	1946832	1/9/96	1/9/2006
Quick Pitch	1966838	4/9/96	4/9/2006

B. Issued

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Supertrowel	75/725826	4/14/99
Superscreed	75/596734	11/4/98
Multiquip	75/678230	3/29/99

Supplement to Trademark Security Agreement

Supplement to TRADEMARK SECURITY AGREEMENT, dated as of April 5, 2002, by MULTIQUIP INC. a California corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for itself and Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 14, 1999 by and among Grantor, the Persons named therein as Credit Parties, Agent and the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders agreed to make the Advances to Grantor;

WHEREAS, on December 14, 1999 and as a condition of the Lenders to make advances under the Credit Agreement, Grantor entered into that certain Trademark Security Agreement (the "Trademark Security Agreement") pursuant to which Grantor granted to Agent, for itself and the ratable benefit of the Lenders, a security interest in its then existing trademarks and collateral relating thereto;

WHEREAS, on December 14, 1999 and as a condition of the Lenders to make advances under the Credit Agreement, Whiteman Industries, Inc. ("Whiteman"), an Idaho corporation and a subsidiary of Grantor, entered into that certain Trademark Security Agreement pursuant to which Whiteman granted to Agent, for itself and the ratable benefit of the Lenders, a security interest in its existing trademarks and collateral relating thereto;

WHEREAS, on December 31, 2001 Whiteman was merged with and into Grantor;

WHEREAS, in order to more completely evidence the security interest of the Agent and the Lenders in the trademark collateral described herein and to properly reflect the ownership of the trademarks being vested in Grantor as a result of the merger of Whiteman with and into Grantor, Grantor, and Agent, on behalf of the Lenders have agreed to execute and deliver this supplement to the Trademark Security Agreement;

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 Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grant to 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;

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(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

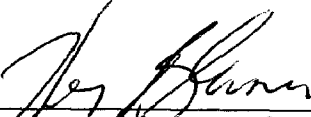
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement dated as of December 14, 1999 among Grantor, the Credit Parties signatory thereto and the Agent, for the ratable benefit of the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"). Grantor 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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.

MULTIQUIP INC., as a Grantor

By: 
Name: HENRY B. ELSNICK
Title: VICE PRESIDENT

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: _____
Name: _____
Title: _____

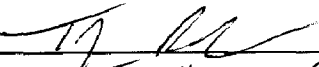
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MULTIQUIP INC., as a Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: 
Name: Timothy J. Reznick
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) ss.

On this 5TH day of April, 2002 before me personally appeared HENRY B. EISNER, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Multiquip Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

Mary D. Perez
{seal}



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