

03-19-2003

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp.  
5/31/2002)

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SHEET  
LYU.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

2-21-03

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

**Columbus McKinnon Corporation – a New York Corporation****Yale Industrial Products, Inc. – a Delaware Corporation**

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation-State  
☐ Other

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

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other –

Execution Date: **November 21, 2002**

## 2. Name and address of receiving party(ies):

**Regiment Capital III, L.P.**Street Address: **70 Federal Street, 7th Floor**City: **Boston** State: **MA** Zip: **02110**

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☒ Limited Partnership - **Delaware**  
☐ Corporation-State  
☐ 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

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

A. Trademark Application No.(s)  
**See attached schedules**

## B. Trademark Registration No.(s)

**See attached schedules**

1572950

Additional number(s) attached ☒ Yes ☐ No

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

Name: **Santo Manna, Esq.**Internal Address: **Schulte Roth & Zabel, LLP**Street Address: **919 Third Avenue**City: **New York** State: **N.Y.** Zip: **10022**

## 6. Total number of applications and registrations involved:.....

68

## 7. Total fee (37 CFR 3.41).....\$ 1715.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit account number:

**500675 – Schulte Roth & Zabel**

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

DO NOT USE THIS SPACE

## 9. 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.*

**Santo Manna, Esq.**

Name of Person Signing

Signature

**January 9, 2003**

Date

Total number of pages including cover sheet, attachments, and document: 44

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

03/18/2003 DAYTIME 00000036 500675 1572950

01 FC:0521 40.00 CH  
 02 FC:0522 921466 1675.00 CH

TRADEMARK  
 REEL: 002688 FRAME: 0136

**UNITED STATES  
TRADEMARK SUMMARY  
COLUMBUS MCKINNON CORPORATION**

<b>Mark</b>	<b>Serial No.</b>	<b>Filed</b>	<b>Reg. No.</b>	<b>Issued</b>
AEROSAFE	73/803,538	05/30/1989	1,572,950	12/26/1989
AIRSTAR	75/055,894	02/07/1996	2,104,108	10/07/1997
ANCHOR SLING	73/000,744	09/12/1973	1,001,537	01/14/1975
APOLLO	74/555,104	07/29/1994	1,946,461	01/09/1996
BALANCE MASTER	72/226,725	08/30/1965	825,669	03/14/1967
BIG ORANGE	74/545,575	07/05/1994	1,966,222	04/09/1996
BUDGIT	72/018,857	11/06/1956	645,721	05/21/1957
BUDGIT	73/066,053	10/16/1975	1,043,969	07/20/1976
CADY (stylized)	74/626,104	01/26/1995	2,061,905	05/13/1997
CLEVLOK	74/306,670	08/24/1992	1,803,048	11/09/1993
CM (stylized)	71/510,423	10/08/1946	442,294	03/22/1949
CM	74/582,468	10/05/1994	1,954,488	02/06/1996
COLORLINKS	75/707,020	05/19/1999	2,507,655	11/13/2001
CONCO	74/663,697	04/20/1995	2,080,570	07/22/1997
CRADLE GRAB	73/106,844	11/17/1976	1,088,515	04/04/1978
CYCLONE	71/027,977	06/08/1907	65,207	09/10/1907
DD (stylized)	73/333,565	10/21/1981	1,229,259	03/08/1983
DESIGN (A.H. & CO)	75/593,525	11/23/1998	2,349,671	05/16/2000
DESIGN ONLY (TRIANGLE)	73/024,353	06/17/1974	1,016,692	07/29/1975
DI & DESIGN	74/423,777	05/08/1972	985,302	06/04/1974
DUO-LEG	74/633,866	02/13/1995	1,960,066	03/05/1996
E-Z PRO	74/417,889	07/28/1993	1,829,208	04/05/1994
FLEXI-FIT	75/056,028	02/07/1996	2,129,385	01/13/1998
HAMMERLOK	71/695,889	10/05/1995	629,381	06/26/1956
HERC-ALLOY	71/371,853	11/22/1935	340,420	11/10/1936

**UNITED STATES  
TRADEMARK SUMMARY  
COLUMBUS MCKINNON CORPORATION**

<b>Mark</b>	<b>Serial No.</b>	<b>Filed</b>	<b>Reg. No.</b>	<b>Issued</b>
HERC-ALLOY 800 (stylized)	73/048,094	03/31/1975	1,032,784	02/10/1976
HI-CAP	72/006,813	04/20/1956	639,623	01/08/1957
HOISTALOY	73/012,164	01/30/1974	994,980	10/08/1974
LATCHLOK	74/408,135	07/02/1993	1,830,144	04/12/1994
LIFTTECH LTI (stylized)	73/747,750	08/22/1988	1,570,655	12/12/1989
LITTLE DEVILS	75/762,307	07/28/1999	2,353,778	05/30/2000
LOAD LIFTER	72/272,778	06/01/1967	863,851	01/21/1969
LOAD LIMITER	72/165,803	04/01/1963	779,400	11/03/1964
LOAD SENTRY	73/015,517	03/11/1974	997,914	11/12/1974
LOADMAX	75/008,771	10/20/1995	2,112,766	11/11/1997
LODESTAR	71/686,887	05/05/1955	620,753	02/07/1956
MISCELLANEOUS DESIGN	76/197,417	01/22/2001		
MISCELLANEOUS DESIGN	76/197,416	01/22/2001	2,609,090	08/20/2002
PIGGY-BACK	75/055,399	02/07/1996	2,058,472	04/29/1997
POLARIS	74/555,162	07/29/1994	1,939,045	11/28/1995
POWERSTAR	74/221,861	11/15/1991	1,711,206	09/01/1992
PROBOT & DESIGN	73/328,109	09/15/1981	1,212,172	10/12/1982
RAILSTAR	74/302,954	08/10/1992	1,809,912	12/07/1993
REACTIONARM (stylized)	76/647,832	04/10/1995	2,111,470	11/04/1997
RED-D-PULLER (stylized)	73/315,498	06/19/1981	1,212,955	10/19/1982
RED-D-ROD	72/436,970	09/28/1972	972,316	11/06/1973
REDLINE	72/400,711	08/20/1971	987,315	07/02/1974
RIGGER	74/396,042	05/28/1993	1,821,012	02/15/1994
SHAW-BOX	72/192,305	04/29/1964	793,983	08/10/1965
SHAW-BOX	72/192,304	04/29/1964	793,956	08/10/1965

**UNITED STATES  
TRADEMARK SUMMARY  
COLUMBUS MCKINNON CORPORATION**

<b>Mark</b>	<b>Serial No.</b>	<b>Filed</b>	<b>Reg. No.</b>	<b>Issued</b>
SHOPSTAR	75/166,340	09/16/1996	2,171,788	07/07/1998
TAURUS & DESIGN	73/133,192	07/07/1977	1,108,404	12/12/1978
TUGIT (stylized)	71/473,608	08/25/1944	412,025	02/13/1945
TUGIT	73/518,214	01/18/1985	1,376,914	01/07/1986
VALUSTAR	74/221,860	11/15/1991	1,711,205	09/01/1992

**UNITED STATES  
TRADEMARK SUMMARY  
YALE INDUSTRIAL PRODUCTS, INC.**

<b>Mark</b>	<b>Serial No.</b>	<b>Filed</b>	<b>Reg. No.</b>	<b>Issued</b>
AIRCOIL	72/133,487	12/06/1961	745,243	02/19/1963
BARRETT	71/012,701	09/16/1905	48,949	01/16/1906
BOSSMAN	75/210,470	12/09/1996	2,123,597	12/23/1997
COFFING	73/075,801	01/30/1976	1,077,743	11/22/1997
COFFING	73/323,403	08/10/1981	1,218,905	12/07/1982
DUFF LYNX & DESIGN	73/336,637	11/12/1981	1,276,720	05/08/1984
DUFF-NORTON (stylized)	71/486,521	07/31/1945	421,489	06/04/1946
JACTUATOR	72/176,896	09/13/1963	769,492	05/12/1964
LITTLE MULE	72/315,807	12/31/1968	895,453	07/28/1970
RAM-PAC	72/154,338	10/02/1962	760,599	11/26/1963
TABLEMATE	72/115,089	03/07/1961	731,861	05/22/1962
TORK LIFT	72/357,191	04/17/1970	935,309	06/06/1972
YALE	76/208,553	02/12/2001	2,604,088	08/06/2002

## **TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT**

This **TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT** (this "Trademark Assignment"), dated as of November 21, 2002, is by and among (a) **COLUMBUS MCKINNON CORPORATION**, a New York corporation having its principal place of business at 140 John James Audubon Parkway, Amherst, New York 14228 (the "Borrower"), (b) each of the Subsidiaries of the Borrower listed as a "Guarantor" on the signature pages hereto (together with the Borrower, the "Assignors" and each individually an "Assignor"), and (c) **REGIMENT CAPITAL III, L.P.**, as agent (hereinafter, in such capacity, the "Agent") for itself and other lending institutions (hereinafter, collectively, the "Lenders"), which are, or may in the future become parties to the Financing Agreement, dated as of November 21, 2002 (as amended and in effect from time to time, the "Financing Agreement"), among the Borrower, the Guarantors, the Lenders, and the Agent.

**WHEREAS**, it is a condition precedent to the Lenders' making the term loan or otherwise extending credit to the Borrower under the Financing Agreement that the Assignors execute and deliver to the Agent, for the benefit of the Lenders and the Agent, a trademark assignment in substantially the form hereof;

**WHEREAS**, pursuant to the Financing Agreement, each Assignor has granted to the Agent, for the benefit of the Lenders and the Agent, a security interest in certain of such Assignor's personal property and fixture assets, including, without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Financing Agreement); and

**WHEREAS**, this Trademark Assignment is supplemental to the provisions contained in the Financing Agreement;

**NOW, THEREFORE**, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### **1. DEFINITIONS.**

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Financing Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Assignment referred to below:

Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of each Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of each Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of each Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of such Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by such Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of such Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of such Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production,

delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by such Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Assignment. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of each Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of such Assignor, or to which such Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of such Assignor or the Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which such Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of any Assignor or the Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of any Assignor or the Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.



**Trademarks.** All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of any Assignor, that (a) are set forth on Schedule A hereto, or (b) have been adopted, acquired, owned, held or used by such Assignor or are now owned, held or used by such Assignor, in such Assignor's business, or with such Assignor's products and services, or in which such Assignor has any right, title or interest, or (c) are in the future adopted, acquired, owned, held and used by such Assignor in such Assignor's business or with such Assignor's products and services, or in which such Assignor in the future acquires any right, title or interest.

**use.** With respect to any Trademark, all uses of such Trademark by, for or in connection with the applicable Assignor or its business or for the direct or indirect benefit of the applicable Assignor or its business, including all such uses by such Assignor itself, by any of the affiliates of such Assignor, or by any franchisee, licensee or contractor of such Assignor.

Unless otherwise provided herein, the rules of interpretation set forth in §1.02 of the Financing Agreement shall be applicable to this Trademark Assignment.

## **2. GRANT OF SECURITY INTEREST.**

**2.1. Security Interest; Assignment of Marks.** As collateral security for the payment and performance in full of all of the Obligations, each Assignor hereby unconditionally grants to the Agent, for the benefit of the Lenders and the Agent, a continuing security interest in and lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Agent for the benefit of the Lenders and the Agent. In addition, each Assignor has executed in blank and delivered to the Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). Each Assignor hereby authorizes the Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Agent's remedies under this Trademark Assignment and the Financing Agreement.

**2.2. Attachment.** Each Assignor acknowledges that (a) value has been given, (b) such Assignor has rights in the Pledged Trademarks (other than after-acquired Pledged Trademarks), and (c) the parties have not agreed to postpone the time of attachment of the security interest created by this Trademark Assignment.

**2.3. Conditional Assignment.** In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1, each Assignor grants, assigns, transfers, conveys and sets over to the Agent, for the benefit of the Lenders and the Agent, such Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall

be and become of force and effect only (a) upon or after the occurrence and during the continuance of an Event of Default and (b) either (i) upon the written demand of the Agent at any time during such continuance or (ii) immediately and automatically (without notice or action of any kind by the Agent) upon an Event of Default for which acceleration of the Loan is automatic under the Financing Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Financing Agreement and applicable law (including the transfer or other disposition of the Collateral by any Assignor to the Agent or its nominee in lieu of foreclosure).

**2.4. Supplemental to Financing Agreement.** Pursuant to the Financing Agreement each Assignor has granted to the Agent, for the benefit of the Lenders and the Agent, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Financing Agreement, and all rights and interests of the Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Assignment, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Assignment (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Financing Agreement, the security interest of the Agent in the Collateral (including the Pledged Trademarks) pursuant to the Financing Agreement and this Trademark Assignment, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Agent in and to the Collateral under or in connection with the Financing Agreement, this Trademark Assignment or the Uniform Commercial Code. Any and all rights and interests of the Agent in and to the Pledged Trademarks (and any and all obligations of any Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent (and the obligations of any Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Financing Agreement and shall not be in derogation thereof.

### **3. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

Each Assignor represents, warrants and covenants, with respect to the Pledged Trademarks for which it is the Assignor, that: (a) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by such Assignor; (b) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (c) to the best of such Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (d) to the best of such Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (e) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of such Assignor's knowledge, there is no infringement by such Assignor of the

trademark rights of others; (f) such Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that such Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by such Assignor not to sue third persons, other than the security interest and assignment created by the Financing Agreement, this Trademark Assignment and Permitted Liens; (g) such Assignor has the unqualified right to enter into this Trademark Assignment and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained; (h) such Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (i) such Assignor has used, and will continue to use for the duration of this Trademark Assignment, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (j) this Trademark Assignment, together with the Financing Agreement, will create in favor of the Agent a valid and perfected security interest in the Pledged Trademarks upon making the filings referred to in clause (k) of this §3; and (k) except for the filing of financing statements with the Secretary of State for the State of organization of such Assignor, as the case may be under the Uniform Commercial Code and the recording of this Trademark Assignment with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (i) for the grant by such Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Assignment by such Assignor, or (ii) for the perfection of or the exercise by the Agent of any of its rights and remedies hereunder.

#### **4. INSPECTION RIGHTS.**

Each Assignor hereby grants to each of the Agent and the Lenders and its employees and agents the right to visit such Assignor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Prior to an Event of Default, such grant shall be based upon prior reasonable notice.

#### **5. NO TRANSFER OR INCONSISTENT AGREEMENTS.**

Without the Agent's prior written consent, no Assignor will (a) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks (except for Permitted Liens), or (b) enter into any agreement (for example, a license agreement) that is inconsistent with such Assignor's obligations under this Trademark Assignment or the Financing Agreement.

## **6. AFTER-ACQUIRED TRADEMARKS, ETC.**

**6.1. After-acquired Trademarks.** If, before the Obligations shall have been finally paid and satisfied in full, any Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Assignment shall automatically apply thereto and such Assignor shall promptly provide to the Agent notice thereof in writing and execute and deliver to the Agent such documents or instruments as the Agent may reasonably request further to implement, preserve or evidence the Agent's interest therein.

**6.2. Amendment to Schedule.** Each Assignor authorizes the Agent to modify this Trademark Assignment and the Assignment of Marks, without the necessity of such Assignor's further approval or signature, by amending Exhibit A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §6.

## **7. TRADEMARK PROSECUTION.**

**7.1. Assignor Responsible.** Each Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of the Agent and the Lenders harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Agent or any Lender in connection with the Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Assignment or the transactions contemplated hereby. In respect of such responsibility, such Assignor shall retain trademark counsel acceptable to the Agent.

**7.2. Assignor's Duties, etc.** With respect to the Pledged Trademarks for which it is the Assignor, each Assignor shall have the right and the duty, through trademark counsel acceptable to the Agent, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Assignment or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by such Assignor. No Assignor shall abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Agent, which consent shall not be unreasonably withheld.

**7.3. Assignor's Enforcement Rights.** With respect to the Pledged Trademarks for which it is the Assignor, each Assignor shall have the right and the duty to bring suit or other action in such Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. Each Assignor may require the

Agent to join in such suit or action as necessary to assure such Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Agent is completely satisfied that such joinder will not subject the Agent or any Lender to any risk of liability. Each Assignor shall promptly, upon demand, reimburse and indemnify the Agent and each Lender for all damages, costs and expenses, including legal fees, incurred by the Agent or any Lender pursuant to this §7.3.

**7.4. Protection of Trademarks, etc.** In general, each Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. No Assignor shall take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks.

**7.5. Notification by Assignor.** Promptly upon obtaining knowledge thereof, the Assignors will notify the Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or any Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of any Assignor or the Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

## **8. REMEDIES.**

Upon the occurrence and during the continuance of an Event of Default, the Agent shall have, in addition to all other rights and remedies given it by this Trademark Assignment (including, without limitation, those set forth in §2.3, the Financing Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York, and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to any Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that such Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Agent or any Lender in attempting to enforce this Trademark Assignment (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Financing Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to any Assignor at least five (5) Business Days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made,

which each Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

#### **9. COLLATERAL PROTECTION.**

If any Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of such Assignor shall be breached, the Agent, in its own name or that of such Assignor (in the sole discretion of the Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and such Assignor agrees promptly to reimburse the Agent for any cost or expense incurred by the Agent in so doing.

#### **10. POWER OF ATTORNEY.**

If any Event of Default shall have occurred and be continuing, each Assignor does hereby make, constitute and appoint the Agent (and any officer or agent of the Agent as the Agent may select in its exclusive discretion) as such Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse such Assignor's name on all applications, documents, papers and instruments necessary for the Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of such Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that such Assignor is obligated to execute and do hereunder. Each Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Agent and the Lenders from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Agent under this power of attorney (except for the Agent's gross negligence or willful misconduct as finally determined by a court of competent jurisdiction). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Assignment.

#### **11. FURTHER ASSURANCES.**

The Assignors shall, at any time and from time to time, and at their expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Agent may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Assignment, or to assure and confirm to the Agent the grant, perfection and priority of the Agent's security interest in the Pledged Trademarks.

## **12. TERMINATION.**

At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Assignment shall terminate and the Agent shall, upon the written request and at the expense of the Assignors, execute and deliver to the Assignors all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignors the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Agent by the Assignors pursuant to this Trademark Assignment, as fully as if this Trademark Assignment had not been made, subject to any disposition of all or any part thereof that may have been made by the Agent pursuant hereto or the Financing Agreement.

## **13. COURSE OF DEALING.**

No course of dealing between any Assignor and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent or any Lender, any right, power or privilege hereunder or under the Financing Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

## **14. EXPENSES.**

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Agent or any Lender in connection with the preparation of this Trademark Assignment and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignors.

## **15. OVERDUE AMOUNTS.**

Until paid, all amounts due and payable by any Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Financing Agreement.

## **16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE AGENT NOR ANY LENDER ASSUMES ANY LIABILITIES OF ANY ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING SUCH ASSIGNOR'S OWNERSHIP OR PURPORTED**

**OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF EACH ASSIGNOR, AND SUCH ASSIGNOR SHALL INDEMNIFY THE AGENT AND THE LENDERS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE AGENT OR ANY LENDER WITH RESPECT TO SUCH LIABILITIES.**

**17. NOTICES.**

All notices and other communications made or required to be given pursuant to this Trademark Assignment shall be made in the manner set forth in §12.01 of the Financing Agreement.

**18. AMENDMENT AND WAIVER.**

This Trademark Assignment is subject to modification only by a writing signed by the Agent (with the consent of the Required Lenders) and the Assignors, except as provided in §6.2. The Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Agent (with the consent of the Required Lenders). A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

**19. GOVERNING LAW; CONSENT TO JURISDICTION.**

**THIS TRADEMARK ASSIGNMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.** Each Assignor agrees that any suit for the enforcement of this Trademark Assignment may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon such Assignor by mail at the address specified in §17. Each Assignor hereby waives any objection that they may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

**20. WAIVER OF JURY TRIAL.**

**EACH ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK ASSIGNMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS.** Except as prohibited by law, each Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding



sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each Assignor (a) certifies that neither the Agent or any Lender nor any representative, agent or attorney of the Agent or any Lender has represented, expressly or otherwise, that the Agent or any Lender would not, in the event of litigation, seek to enforce the foregoing waivers, and (b) acknowledges that, in entering into the Financing Agreement, and the other Loan Documents to which the Agent or any Lender is a party, the Agent and the Lenders are relying upon, among other things, the waivers and certifications contained in this §20.

## **21. MISCELLANEOUS.**

The headings of each section of this Trademark Assignment are for convenience only and shall not define or limit the provisions thereof. This Trademark Assignment and all rights and obligations hereunder shall be binding upon the Assignors and their respective successors and assigns, and shall inure to the benefit of the Agent, the Lenders and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Assignment and the Financing Agreement, the provisions of the Financing Agreement shall control. If any term of this Trademark Assignment shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Assignment shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each Assignor acknowledges receipt of a copy of this Trademark Assignment.

## **22. SUBORDINATION**


Notwithstanding anything to the contrary contained in the provisions of this Trademark Assignment, the parties hereto acknowledge that (i) all rights and remedies of the Agent and the Lenders and (ii) all obligations of the Assignors hereunder shall be subject to the provisions of the Intercreditor Agreement.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, each Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this \_\_\_ day of \_\_\_\_\_, 20\_\_.

BORROWER AND ASSIGNOR:

**COLUMBUS MCKINNON CORPORATION**

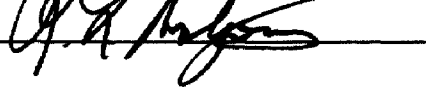
By:   
Name:  
Title:

GUARANTORS AND ASSIGNORS:

**AUDUBON EUROPE S.A.R.L.**

By:   
Name:  
Title:


**AUDUBON WEST, INC.**

By:   
Name:  
Title:


**CRANE EQUIPMENT & SERVICE, INC.**

By:   
Name:  
Title:

**LICO STEEL, INC.**

By:   
Name:  
Title:

**YALE INDUSTRIAL PRODUCTS, INC.**

By:   
Name:  
Title:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by each Assignor to the Assignee is hereby accepted as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**REGIMENT CAPITAL III, L.P.,**  
as Agent

By: Regiment Capital Management, L.L.C.,  
its General Partner

By: Regiment Capital Advisors, L.L.C.,  
its Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Richard T Miller*  
*Richard T Miller*  
*Vice President*

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF MASSACHUSETTS

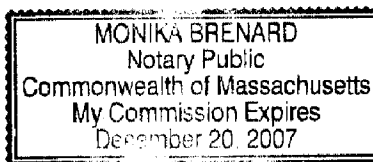
COUNTY OF SUFFOLK ) ss.

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 25 day of November, 2002 personally appeared RICHARD MILLER to me known personally, and who, being by me duly sworn, deposes and says that (s)he is the VICE PRESIDENT of REGIMENT CAPITAL III, L.P., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Richard Miller acknowledged said instrument to be the free act and deed of said corporation.

Monika Brenard

Notary Public

My commission expires:



STATE OF NEW YORK

)

)SS.:

COUNTY OF ERIE

)

On the 21<sup>st</sup> day of November in the year 2002, before me, the undersigned, a notary public in and for said state, personally appeared ROBERT L. MONTGOMERY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

*Annabelle V. Irely*

Notary Public

ANNABELLE V. IREY  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires 03/30/03

TRADEMARK

REEL: 002688 FRAME: 0156

**TRADEMARK SUMMARY**  
**COLUMBUS MCKINNON CORPORATION**

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<u>Mark</u>	<u>Jur</u>	<u>Serial No.</u>	<u>Filed</u>	<u>Reg. No.</u>	<u>Issued</u>
<b>AEROSAFE</b>	United States	73/803,538	05/30/1989	1,572,950	12/26/1989
<b>AIRSTAR</b>	United States	75/055,894	02/07/1996	2,104,108	10/07/1997
<b>ANCHOR SLING</b>	United States	73/000,744	09/12/1973	1,001,437	01/14/1975
<b>APOLLO</b>	United States	74/555,104	07/29/1994	1,946,461	01/09/1996
<b>APOLLO</b>	Brazil	819008176	01/17/1996		
<b>BALANCE MASTER</b>	United States	72/226,725	08/30/1965	825,669	03/14/1967
<b>BIG ORANGE</b>	Australia	634,779		634,779	07/13/1994
<b>BIG ORANGE</b>	Australia	634,780		634,780	07/13/1994
<b>BIG ORANGE</b>	United States	74/545,575	07/05/1994	1,966,222	04/09/1996
<b>BIG ORANGE</b>	Mexico	211,412	09/08/1994	478,501	11/03/1994
<b>BIG ORANGE</b>	Mexico	211,438	09/08/1994	478,508	11/03/1994
<b>BIG ORANGE</b>	Canada	763,686	09/13/1994	TMA477,392	06/09/1997
<b>BUDGIT</b>	Great Britain			B672,651	
<b>BUDGIT</b>	Venezuela			50623	09/23/1965
<b>BUDGIT</b>	Chile			595,766	01/29/1991
<b>BUDGIT</b>	Mexico			54,217	04/09/1987
<b>BUDGIT</b>	Mexico			56,942	04/09/1987
<b>BUDGIT</b>	Canada			UCA15723	05/1941
<b>BUDGIT</b>	United States	72/018,857	11/06/1956	645,721	05/21/1957
<b>BUDGIT</b>	United States	73/066,053	10/16/1975	1,043,969	07/20/1976
<b>BUDGIT</b>	Vietnam	31,802	12/06/1996	26,647	03/25/1998

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COLUMBUS MCKINNON CORPORATION**

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<u>Mark</u>	<u>Jur</u>	<u>Serial No.</u>	<u>Filed</u>	<u>Reg. No.</u>	<u>Issued</u>
<b>CADY (stylized)</b>	United States	74/626,104	01/26/1995	2,061,905	05/13/1997
<b>CADY</b>	Brazil	819008214	01/17/1996	819008214	07/28/1998
<b>CLEVLOK</b>	South Africa			87/7300	09/21/1987
<b>CLEVLOK</b>	United States	74/306,670	08/24/1992	1,803,048	11/09/1993
<b>CM</b>	Germany			775,371	01/13/1962
<b>CM</b>	Australia			636,849	08/05/1994
<b>CM</b>	India			202,936B	06/08/1961
<b>CM</b>	Italy			489,706	02/20/1962
<b>CM</b>	Spain			496,645	07/17/1968
<b>CM</b>	Spain			496,647	10/21/1968
<b>CM</b>	Great Britain			2,011,421	02/17/1995
<b>CM</b>	New Zealand			B256,743	12/07/1995
<b>CM</b>	Australia			680,061	12/05/1995
<b>CM (stylized)</b>	United States	71/510,423	10/08/1946	442,294	03/22/1949
<b>CM</b>	Spain		07/16/1966	496,124	02/13/1968
<b>CM</b>	Denmark	1556/1968	04/23/1968	2503/1968	09/20/1968
<b>CM</b>	Taiwan	(72)14296	04/14/1983	230,986	12/16/1983
<b>CM</b>	Japan	5-53565	06/01/1993	4,004,578	05/30/1997
<b>CM</b>	Japan	5-53566	06/01/1993	3,214,471	10/31/1996
<b>CM</b>	Zimbabwe	613/93	07/16/1993	B613/93	07/16/1993
<b>CM</b>	Zimbabwe	614/93	07/16/1993	B614/93	07/16/1993
<b>CM</b>	Switzerland			319,117	03/20/1961
<b>CM</b>	United States	74/582,468	10/05/1994	1,954,488	02/06/1996

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<u>Mark</u>	<u>Jur</u>	<u>Serial No.</u>	<u>Filed</u>	<u>Reg. No.</u>	<u>Issued</u>
<b>CM</b>	Mexico	236,719	07/05/1995	650,952	07/05/1995
<b>CM</b>	Mexico	236,720	07/05/1995	549,425	05/28/1997
<b>CM</b>	Brazil	818840226	10/16/1995	818840226	07/21/1998
<b>CM</b>	Brazil	818840218	10/16/1995	818840218	07/21/1999
<b>CM</b>	Peru	284,167	11/09/1995	022,895	01/25/1996
<b>CM</b>	India	708,640	04/07/1996		
<b>CM</b>	India	708,641	04/07/1996		
<b>CM</b>	Europe	000272021	05/10/1996	000272021	05/10/1996
<b>CM &amp; DESIGN</b>	Mexico	236,711	07/05/1995	657,207	07/05/1995
<b>CM (BLOCK LETTERS)</b>	Germany	39516973.2	04/20/1995		
<b>CM (CHAIN)</b>	Australia			B165,570	03/10/1961
<b>CM (HOIST)</b>	Australia			B165,571	03/10/1961
<b>CM (INTERLACED)</b>	Great Britain			B821,559	06/05/1961
<b>CM (INTERLACED)</b>	Great Britain			B821,559	06/05/1961
<b>CM (MATERIAL HANDLING EQUIPMENT)</b>	Great Britain			B821,560	06/05/1961
<b>CM (MATERIAL HANDLING EQUIPMENT)</b>	Great Britain			B821,560	06/05/1961
<b>CM (MONOGRAM IN RECTANGLE)</b>	Mexico	20,320	06/03/1968	144,793	06/03/1968
<b>CM (SCRIPT FORM)</b>	Vietnam	N-2855/94	08/10/1994	16082	08/10/1994
<b>CM (SCRIPT FORM)</b>	New Zealand	240,507	08/31/1994	240,507	08/31/1994
<b>CM (SCRIPT FORM)</b>	New Zealand	256,743	12/07/1995		
<b>CM (SCRIPT)</b>	Australia			680,061	12/07/1995



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<u>Mark</u>	<u>Jur</u>	<u>Serial No.</u>	<u>Filed</u>	<u>Reg. No.</u>	<u>Issued</u>
<b>CM (SCRIPT)</b>	France			1,418,799	02/11/1977
<b>CM (STYLIZED LOGO)</b>	China	37601	10/15/1985	263,180	09/20/1986
<b>CM (STYLIZED)</b>	Peru	162,138	11/29/1989	90,143	03/26/1991
<b>CM LATCHLOK</b>	Australia			B272,488	09/25/1973
<b>CM (LOGO)</b>	South Africa			62/2672/2	
<b>CM (LOGO)</b>	South Africa			62/2672/1	
<b>CM (LOGO)</b>	Canada	459,716	10/10/1980	TMA263,375	10/16/1981
<b>CM (LOGO)</b>	Japan	5-53564	06/01/1993	3,366,324	12/12/1997
<b>CM (LOGO FOR HOISTS)</b>	Taiwan	(77)58960	12/22/1988	480,957	05/01/1990
<b>CM (LOGO WITH MAPLE LEAF)</b>	Canada	605,276	04/20/1988	TMA357,549	06/23/1989
<b>CM MAX</b>	Brazil	819205400	05/17/1996	819205400	12/22/1998
<b>CM MONOGRAM INTERLACED</b>	Malawi			B.728/62	07/21/1997
<b>CM MONOGRAM INTERLACED</b>	Malawi			B.729/62	07/21/1997
<b>C.M. PULLER</b>	Canada			UCA35474	12/27/1949
<b>CM PULLER</b>	Great Britain			B914,870	09/22/1967
<b>CM PULLER</b>	Brazil	819008192	01/17/1996	819008192	07/28/1998
<b>CM RIGGER</b>	Australia			675,918	10/23/1995
<b>CM RIGGER</b>	Great Britain			B996,577	08/08/1972
<b>COLORLINKS</b>	United States	75/707,020	05/19/1999	2,507,655	11/13/2001
<b>COLORLINKS</b>	Brazil	821707019	06/09/1999		
<b>COLORLINKS &amp; DESIGN</b>	Brazil	82170727	06/09/1999		
<b>CONCO</b>	United States	74/663,697	04/20/1995	2,080,570	07/22/1997

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<u>Mark</u>	<u>Jur</u>	<u>Serial No.</u>	<u>Filed</u>	<u>Reg. No.</u>	<u>Issued</u>
<b>CRADLE GRAB</b>	South Africa			88/7190	08/19/1988
<b>CRADLE GRAB</b>	Botswana			S.A. 11847	02/27/1992
<b>CRADLE GRAB</b>	Swaziland			1181991(SA	08/19/1988
<b>CRADLE GRAB</b>	Venda			88/0941	08/23/1988
<b>CRADLE GRAB</b>	United States	73,106,844	11/17/1976	1,088,515	04/04/1978
<b>CYCLONE</b>	Canada			UCA35397	12/27/1949
<b>CYCLONE</b>	South Africa			68/1868	05/06/1968
<b>CYCLONE</b>	United States	71/027,977	06/08/1907	65,207	09/10/1907
<b>CYCLONE</b>	Australia	467,431	06/22/1987	A467,431	06/22/1987
<b>CYCLONE</b>	New Zealand	239,577	08/04/1994	239,577	08/04/1994
<b>CYCLONE</b>	Brazil	819008184	01/17/1996	819008184	07/28/1998
<b>CYCLONE</b>	Switzerland			314,786	03/20/1961
<b>DD (stylized)</b>	United States	73/333,565	10/21/1981	1,229,259	03/08/1983
<b>DESIGN (A.H. &amp; CO)</b>	United States	75/593,525	11/23/1998	2,349,671	05/16/2000
<b>DESIGN ONLY (TRIANGLE)</b>	United States	73/024,353	06/17/1974	1,016,692	07/29/1975
<b>DI &amp; DESIGN</b>	United States	72/423,777	05/08/1972	985,302	06/04/1974
<b>DUO-LEG</b>	United States	74/633,866	02/13/1995	1,960,066	03/05/1996
<b>E-Z PRO</b>	United States	74/417,889	07/28/1993	1,829,208	04/05/1994
<b>FLEXI-FIT</b>	United States	75/056,028	02/07/1996	2,129,385	01/13/1998
<b>HAMMERLOK</b>	Germany			769,600	01/13/1962
<b>HAMMERLOK</b>	Australia			A171,612	01/15/1962
<b>HAMMERLOK</b>	Brazil			006996140	07/25/1979

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<b>HAMMERLOK</b>	Italy			489,680	01/31/1962
<b>HAMMERLOK</b>	Malawi			1451/63	12/30/1963
<b>HAMMERLOK</b>	South Africa			62/0066	01/11/1962
<b>HAMMERLOK</b>	Botswana			S.A. 10822	09/18/1989
<b>HAMMERLOK</b>	Swaziland			302/1989SA	08/03/1989
<b>HAMMERLOK</b>	Namiba			860082(SWA	02/07/1986
<b>HAMMERLOK</b>	Transkei			62/0066	01/14/1986
<b>HAMMERLOK</b>	Venda			62/0066	01/15/1986
<b>HAMMERLOK</b>	Spain			509,984	03/08/1968
<b>HAMMERLOK</b>	Great Britain			B974,211	04/27/1971
<b>HAMMERLOK</b>	Zambia			1451/63	12/30/1963
<b>HAMMERLOK</b>	Zimbabwe			1451/63	12/30/1963
<b>HAMMERLOK</b>	Japan	805	01/17/1926	622,544	08/07/1963
<b>HAMMERLOK</b>	United States	71/695,889	10/05/1955	629,381	06/26/1956
<b>HAMMERLOK</b>	Denmark	178/62	01/17/1962	368/1965	02/06/1965
<b>HAMMERLOK</b>	France	79,141	02/15/1963	1,604,240	02/01/1978
<b>HAMMERLOK</b>	China	37,600	10/15/1985	263,166	09/20/1986
<b>HAMMERLOK</b>	Vietnam	N-2683/94	08/02/1994	15956	03/24/1995
<b>HAMMERLOK</b>	New Zealand	239,573	08/14/1994	239,573	08/04/1994
<b>HAMMERLOK</b>	Taiwan	83063621	10/13/1994	700,100	12/16/1995
<b>HAMMERLOK</b>	Singapore	T00/13396Z	08/01/2000		
<b>HAMMERLOK</b>	Switzerland			314,783	03/20/1961
<b>HERC-ALLOY</b>	France			1,604,241	02/01/1978

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HERC-ALLOY	Germany			772,789	01/13/1962
HERC-ALLOY	Australia			A171,613	01/15/1962
HERC-ALLOY	Brazil			007214545	08/25/1980
HERC-ALLOY	Canada			UCA39499	12/27/1949
HERC-ALLOY	Denmark			3797/1964	12/19/1964
HERC-ALLOY	Italy			489,681	01/31/1962
HERC-ALLOY	Malawi			1450/63	12/30/1963
HERC-ALLOY	South Africa			62/0065	01/11/1962
HERC-ALLOY	Botswana			S.A. 10821	09/18/1989
HERC-ALLOY	Swaziland			301/1989SA	08/03/1989
HERC-ALLOY	Namiba			860081(SWA	02/07/1986
HERC-ALLOY	Bophuthatswa na			62/0065	01/14/1986
HERC-ALLOY	Transkei			62/0065	01/14/1986
HERC-ALLOY	Venda			62/0065	01/15/1986
HERC-ALLOY	Taiwan	84061988		759,642	05/01/1997
HERC-ALLOY	Zambia			1450/63	12/30/1963
HERC-ALLOY	Zimbabwe			1450/63	12/30/1963
HERC-ALLOY	United States	71/371,853	11/22/1935	340,420	11/10/1936
HERC-ALLOY	Japan	804	01/17/1962	632,854	12/23/1963
HERC-ALLOY	Spain		04/25/1966	502,480	10/11/1967
HERC-ALLOY	Vietnam	N-2681/94	08/02/1994	15954	03/24/1995
HERC-ALLOY	New Zealand	239,574	08/04/1994	239,574	08/04/1994

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<b>HERC-ALLOY</b>	Switzerland			314,784	03/20/1961
<b>HERC-ALLOY (PLAIN BLOCK TYPE)</b>	Great Britain			1,308,541	04/28/1987
<b>HERC-ALLOY 800 (stylized)</b>	United States	73/048,094	03/31/1975	1,032,784	02/10/1976
<b>HERC-ALLOY 800</b>	Taiwan	84061988	12/08/1995	759,642	05/01/1997
<b>HI-CAP</b>	Canada			TMA112,101	11/07/1958
<b>HI-CAP</b>	United States	72/006,813	04/20/1956	639,623	01/08/1957
<b>HOISTALOY</b>	United States	73/012,164	01/30/1974	994,980	10/08/1974
<b>INSWELL</b>	South Africa			87/7301	09/21/1987
<b>LATCHLOK</b>	Italy			615,521	01/11/1972
<b>LATCHLOK</b>	United States	74/408,135	07/02/1993	1,830,144	04/12/1994
<b>LIFTTECH LTI (stylized)</b>	Canada	625,925		TMA375,711	11/16/1990
<b>LIFTTECH LTI</b>	Chile	448,728		549,260	09/30/1999
<b>LIFTTECH LTI</b>	Mexico			364,284	
<b>LIFTTECH LTI (stylized)</b>	United States	73/747,750	08/22/1988	1,570,655	12/12/1989
<b>LIFTTECH LTI (DEVICE)</b>	France			1,664,123	02/21/1989
<b>LITTLE DEVILS</b>	United States	75/762,307	07/28/1999	2,353,778	05/30/2000
<b>LOAD LIFTER</b>	United States	72/272,778	06/01/1967	863,851	01/21/1969
<b>LOAD LIMITER</b>	United States	72/165,803	04/01/1963	779,400	11/03/1964
<b>LOAD SENTRY</b>	United States	73/015,517	03/11/1974	997,914	11/12/1974
<b>LOADMAX</b>	Germany			39619508.3	04/19/1996
<b>LOADMAX</b>	United States	75/008,771	10/20/1995	2,112,766	11/11/1997
<b>LOADMAX</b>	Great Britain		10/20/1995	2,069,265	04/19/1996

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<b>LOADMAX</b>	Canada	810,519	04/17/1996	TMA512,289	05/1999
<b>LOADMAX</b>	Venezuela	5255-96	04/18/1996		
<b>LOADMAX</b>	Chile	340,584	04/18/1996	485,626	05/09/1997
<b>LOADMAX</b>	Japan	8-43,469	04/19/1996	4,096,110	12/19/1997
<b>LOADMAX</b>	Venezuela		04/02/2002		
<b>LOADMAX</b>	Republic of Korea	15687/1996	04/18/1996	405,341	06/18/1998
<b>LODESTAR</b>	Australia			A467,429	06/22/1987
<b>LODESTAR</b>	South Africa			68/1867	05/06/1968
<b>LODESTAR</b>	Spain			502,481	03/12/1968
<b>LODESTAR</b>	Great Britain			914,869	09/22/1967
<b>LODESTAR</b>	United States	71/686,887	05/05/1955	620,753	02/07/1956
<b>LODESTAR</b>	China	92004060	01/28/1992	625,343	01/10/1993
<b>LODESTAR</b>	Vietnam	N-2682/94	08/02/1994	15955	03/24/1995
<b>LODESTAR</b>	New Zealand	239,575	08/04/1994	239,575	08/04/1994
<b>LODESTAR</b>	Brazil	818840200	10/16/1995	818840200	09/14/1999
<b>LODESTAR</b>	Switzerland			319,118	03/20/1961
<b>LODESTAR XL</b>	Brazil	819110094	01/31/1996	819110094	09/15/1998
<b>METEOR</b>	Canada			UCA35399	12/27/1949
<b>METEOR</b>	Switzerland			314,785	03/20/1961

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<b>MISCELLANEOUS DESIGN</b>	United States	76/197,417	01/22/2001		
<b>MISCELLANEOUS DESIGN</b>	United States	76/197,416	01/22/2001	2,609,090	08/20/02
<b>PIGGY-BACK</b>	United States	75/055,399	02/07/1996	2,058,472	04/29/1997
<b>POLARIS</b>	United States	74/555,162	07/29/1994	1,939,045	11/28/1995
<b>POLARIS</b>	Brazil	819008168	01/17/1996	819008168	08/11/1998
<b>POWERSTAR</b>	United States	74/221,861	11/15/1991	1,711,206	09/01/1992
<b>POWERSTAR</b>	Brazil	819008133	01/17/1996	819008133	08/11/1998
<b>PROBOT &amp; DESIGN</b>	United States	73,328,109	09/15/1981	1,212,172	10/12/1982
<b>PULLER</b>	Australia			B467,430	06/22/1987
<b>PULLER</b>	New Zealand			239,576	08/04/1994
<b>PULLER</b>	South Africa			B68/1869	05/06/1968
<b>PULLER</b>	Spain			496,816	02/01/1968
<b>RAILSTAR</b>	United States	74/302,954	08/10/1992	1,809,912	12/07/1993
<b>RAILSTAR</b>	Brazil	819008222	01/17/1996	819008222	08/11/1998
<b>REACTIONARM (stylized)</b>	United States	74/647,832	04/10/1995	2,111,470	11/04/1997
<b>RED-D-PULLER (stylized)</b>	United States	73/315,498	06/19/1981	1,212,955	10/19/1982
<b>RED-D-ROD</b>	United States	72/436,970	09/28/1972	972,316	11/06/1973
<b>REDLINE</b>	United States	72/400,711	08/20/1971	987,315	07/02/1974
<b>RIGGER</b>	United States	74/396,042	05/28/1993	1,821,012	02/15/1994
<b>RIGGER</b>	Brazil	819008206	01/17/1996	819008206	08/25/1998
<b>SERIES 630</b>	Brazil	819110086	01/31/1996	819110086	09/15/1998
<b>SERIES 632</b>	Brazil	819110078	01/31/1996	819110078	09/15/1998

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<b>SERIES 633</b>	Brazil	819110060	01/31/1996	819110060	09/15/1998
<b>SERIES 637</b>	Brazil	819121231	02/13/1996	819121231	09/15/1998
<b>SERIES 639</b>	Brazil	819110051	01/31/1996	819110051	09/15/1998
<b>SHAW-BOX</b>	Venezuela			50622	09/23/1965
<b>SHAW-BOX</b>	Chile	151,346		581,083	08/07/1990
<b>SHAW-BOX</b>	Mexico			60,925	
<b>SHAW-BOX</b>	Mexico			60,926	
<b>SHAW-BOX</b>	Canada	242,670	10/09/1957	TMA120,504	12/23/1960
<b>SHAW-BOX</b>	United States	72/192,305	04/29/1964	793,983	08/10/1965
<b>SHAW-BOX</b>	United States	72/192,304	04/29/1964	793,956	08/10/1965
<b>SHAW-BOX</b>	Vietnam	NH2296/96	12/06/1996	27,487	12/06/1996
<b>SHOPSTAR</b>	United States	75/166,340	09/16/1996	2,171,788	07/07/1998
<b>SILENTSTAR</b>	Europe	815,241		000815241	05/01/1998
<b>SILENTSTAR</b>	Europe	000815241	05/01/1998		
<b>TAURUS &amp; DESIGN</b>	United States	73/133,192	07/07/1977	1,108,404	12/12/1978
<b>TIPIT (stylized)</b>	Canada			TMA136,996	08/21/1964
<b>TUGIT</b>	Great Britain			B672,652	
<b>TUGIT</b>	Canada			TMA346,941	10/21/1988
<b>TUGIT (stylized)</b>	United States	71/473,608	08/25/1944	412,025	02/13/1945
<b>TUGIT</b>	United States	73/518,214	01/18/1985	1,376,914	01/07/1986
<b>TUGIT</b>	Mexico	278,185	10/29/1996		
<b>TUGIT</b>	Vietnam	31,804	12/06/1996	27,488	12/06/1996



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<b>VALUSTAR</b>	United States	74/221,860	11/15/1991	1,711,205	09/01/1992
<b>VALUSTAR</b>	Brazil	819008141	01/17/1996	819008141	08/25/1998

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<b>AIRCOIL</b>	United States	72/133,487	12/06/1961	745,243	02/19/1963
<b>BARRETT</b>	United States	71/012,701	09/16/1905	48,949	01/16/1906
<b>BOSSMAN</b>	United States	75/210,470	12/09/1996	2,123,597	12/23/1997
<b>COFFING</b>	France			1,514,275	02/14/1989
<b>COFFING</b>	Germany			870,534	10/08/1978
<b>COFFING</b>	China			958216	03/07/1997
<b>COFFING</b>	United States	73/075,801	01/30/1976	1,077,743	11/22/1977
<b>COFFING</b>	United States	73/323,403	08/10/1981	1,218,905	12/07/1982
<b>COFFING</b>	Canada	544,803	06/27/1985	TMA317,314	08/15/1986
<b>COFFING</b>	Chile	95076216	02/25/1991	601,760	05/17/1991
<b>DN &amp; DESIGN</b>	Canada			TMA167,986	03/06/1970
<b>DUFF LYNX &amp; DESIGN</b>	United States	73/336,637	11/12/1981	1,276,720	05/08/1984
<b>DUFF LYNX &amp; DESIGN</b>	Canada			TMA320,927	11/21/1986
<b>DUFF-LYNX &amp; DESIGN</b>	China	95076215	06/01/1995		

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<b>DUFF-LYNX &amp; LOGO</b>	China			958250	03/07/1997
<b>DUFF-NORTON</b>	Mexico			56,915	11/25/1992
<b>DUFF-NORTON</b>	Canada	328,938		TMA177,233	07/30/1971
<b>DUFF-NORTON</b>	Germany			847,147	12/12/1988
<b>DUFF-NORTON</b>	Canada	192,134		UCA25048	08/22/1946
<b>DUFF-NORTON</b>	Germany			610,023	03/13/1990
<b>DUFF-NORTON</b>	Benelux			87,696	12/24/1971
<b>DUFF-NORTON</b>	Argentina	1,753,068		1,415,513	09/17/1993
<b>DUFF-NORTON</b>	Namiba			90/1636	12/05/1990
<b>DUFF-NORTON</b>	South Africa			90/6260	07/26/1990
<b>DUFF-NORTON</b>	Mexico			227,314	
<b>DUFF-NORTON</b>	Mexico			227,314	05/14/1994
<b>DUFF-NORTON</b>	Brazil	818054751	09/26/1940	818054751	12/10/1996

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<b>DUFF-NORTON (stylized)</b>	United States	71/486,521	07/31/1945	421,489	06/04/1946
<b>DUFF-NORTON</b>	Great Britain		03/15/1949	677,858	03/15/1984
<b>DUFF-NORTON</b>	France	868,719	07/24/1987	1,419,783	07/23/1987
<b>DUFF-NORTON</b>	Japan	725131/94	08/04/1994	454,336	10/28/1994
<b>DUFF-NORTON &amp; DESIGN</b>	Uruguay			325,823	11/04/1990
<b>DUFF-NORTON &amp; DESIGN</b>	Chile			541,411	11/24/1978
<b>DUFF-NORTON &amp; DESIGN</b>	China	95076217	06/01/1995		
<b>DUFF-NORTON &amp; DEVICE</b>	China			958243	03/07/1997
<b>JACTUATOR</b>	Canada	315,007		TMA164,992	09/1960
<b>JACTUATOR</b>	Great Britain			858,808	01/10/1985
<b>JACTUATOR</b>	United States	72/176,896	09/13/1963	769,492	05/12/1964
<b>LITTLE MULE</b>	United States	72/315,807	12/31/1968	895,453	07/28/1970
<b>LITTLE MULE &amp; DESIGN</b>	China	95076214	06/01/1995		
<b>LITTLE MULE &amp; LOGO</b>	China			958238	03/07/1997

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<b>RAM-PAC</b>	United States	72/154,338	10/02/1962	760,599	11/26/1963
<b>ROTARY UNION</b>	Finland	1579/87		105,542	11/06/1989
<b>ROTARY UNION</b>	Canada			TMA152,823	09/01/1967
<b>ROTARY UNION</b>	Benelux	58,329		432,964	04/01/1987
<b>ROTARY UNION</b>	Italy	33849-C/86	04/15/1986	744,605	03/27/1987
<b>ROTARY UNION</b>	Norway	871,362	04/06/1987	138,595	09/21/1989
<b>ROTARY UNION</b>	Denmark	VA 02.313	04/09/1987	VA 04.595	07/13/1990
<b>ROTARY UNION</b>	Spain		04/10/1987	1,189,683	03/21/1988
<b>ROTARY UNION</b>	China	95076213	06/01/1995		
<b>TABLEMATE</b>	United States	72/115,089	03/07/1961	731,861	05/22/1962
<b>TORK LIFT</b>	United States	72/357,191	04/17/1970	935,309	06/06/1972
<b>YALE</b>	Lebanon			46,310	09/22/1984
<b>YALE</b>	Germany			840,431	10/13/1996

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YALE	Great Britain			918951A	12/27/1988
YALE	Malaysia			S/2/0365	07/16/1992
YALE	Romania				
YALE	Spain			26,164	09/06/1985
YALE	Switzerland			318,189	08/27/1981
YALE	Taiwan			2569	01/21/1996
YALE	Syria			20,762	12/20/1990
YALE	Suriname			10,500	01/20/1981
YALE	Sri Lanka			40,360	08/01/1989
YALE	Benelux			100,537	
YALE	Panama			478	11/25/1989
YALE	Paraguay			214,622	03/14/1988
YALE	Paraguay			214,623	03/13/1988
YALE	Morocco			29,491	08/22/1979

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YALE	Netherland Antilles			12,074	12/05/1990
YALE	New Zealand			65,024	11/12/1994
YALE	New Zealand			9786	07/19/1995
YALE	Portugal			137,873	09/20/1996
YALE	Argentina			1,536,684	08/31/1994
YALE	Mexico			43,915	10/24/1991
YALE	Mexico			43,914	10/25/1991
YALE	India			239,422	12/13/1994
YALE	Italy			461,179	08/30/1984
YALE	Great Britain			982,672	11/04/1992
YALE	Greece			11,739	07/10/1988
YALE	Guyana			233A	05/21/1989
YALE	Hong Kong			27/1923	01/22/1991

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YALE	Venezuela			23,822	11/27/1994
YALE	Zimbabwe			1346A	11/22/1992
YALE	Yugoslavia			Z105/81	02/15/1995
YALE	Zanzibar			9/20	05/26/1993
YALE	Trinidad and Tobago			62/19	05/26/1979
YALE	Tunisia			EE951596	07/12/1995
YALE	Uruguay			268,243	06/22/1994
YALE	Kenya			26,476	09/12/1979
YALE	Israel			48,317	07/18/1986
YALE	Japan	222179/88		316,756	02/22/1989
YALE	Jamaica			1285	05/15/1989
YALE	Jordan			2543	11/28/1988
YALE	Australia			A29812	12/16/1990



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YALE	Austria			10,377	02/28/1993
YALE	Bolivia			41,266-A	07/17/1990
YALE	Bolivia			41,267-A	07/17/1990
YALE	Bulgaria			12,846	11/21/1990
YALE	Bulgaria			1090/1984	05/06/1995
YALE	Canada	814,916		TMA029346	09/26/1921
YALE	Chile			622,835	12/12/1991
YALE	Chile			541,412	01/18/1989
YALE	Taiwan			2569	05/14/1993
YALE	Colombia			15,134A	12/17/1987
YALE	Malaysia			M/000719A	10/21/1992
YALE	East Germany			634,731	11/30/1996
YALE	Costa Rica			46,100	05/31/1988

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<u>Mark</u>	<u>Jur</u>	<u>Serial No.</u>	<u>Filed</u>	<u>Reg. No.</u>	<u>Issued</u>
YALE	Denmark			4594/1980	12/19/1990
YALE	Dominican Republic			32,481	07/10/1981
YALE	El Salvador			99/127	05/17/1990
YALE	Finland			84,369	02/21/1993
YALE	Czech Republic			90,841	12/29/1991
YALE	Peru	286,711		60061	12/16/1996
YALE	Slovenia			719	10/21/1992
YALE	Norway			3,212	02/12/1995
YALE	Congo		10/27/1958	6062	09/02/1987
YALE	South Africa	79/2730	05/25/1979	79/2730	05/25/1989
YALE	Sweden	79/6228	11/27/1979	171,870	04/24/1990
YALE	Nepal		04/19/1981	3430/038	08/17/1981
YALE	Canada	574,815	12/17/1986	TMA336,616	01/29/1988

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<b>YALE</b>	France	944,108	07/25/1988	1,548,641	02/16/1990
<b>YALE</b>	Philippines	65,989	10/17/1988	53,291	09/19/1992
<b>YALE</b>	France	279,579	04/11/1991	1,655,182	04/11/1991
<b>YALE</b>	Hungary	28567/94	09/16/1994	117,466	02/17/1995
<b>YALE</b>	Guatemala	3,228	05/09/1995		
<b>YALE</b>	Thailand	287,119	06/09/1995	Kor41617	06/09/1995
<b>YALE</b>	Japan	726043/95	07/28/1995	73,639	07/28/1995

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YALE (IN ARABIC EQUIVALENT)	Egypt			1598	05/25/1990
YALE	China			958,189	03/07/1997
YALE	Israel	554	11/28/1953	554	
YALE	Indonesia	D956643	04/21/1995	357,802	04/21/1995
YALE	Indonesia	D956642	04/21/1995	367,510	04/21/2005
YALE	Lebanon	6877	02/26/2000		
YALE	United States	76/208,553	02/12/2001	2,604,088	08/06/02

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RECORDED: 02/21/2003

**TRADEMARK**  
**REEL: 002688 FRAME: 0179**