

03-27-2003

U.S. DEPARTMENT OF COMMERCE
RECORDATION FORM COVER SHEET Patent and Trade
TRADEMARKS ONLY



To the Honorable Commissioner of Patents and Trade

102401355

document or copy thereof.

1. Name of Party(ies) conveying an interest:
3-20-03
Berendsen Fluid Power, Inc.

2. Name and Address of Party(ies) receiving an interest:
The CIT Group/Business Credit, Inc.
Two Lincoln Centre
5420 LBJ Freeway, Suite 200
Dallas, Texas 75240
MAR 20 2003

Individual(s)
 General Partnership
 Corporation --Oklahoma
 Other
 Association
 Limited Partnership

Individual
 General Partnership
 Corporation -- New York
 Other
 Citizenship
 Association
 Limited Partnership

3. Interest Conveyed:
 Assignment
 Security Agreement
 Other
 Change of Name
 Merger

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

Effective Date: 3/17/03

4. Application number(s) or registration number(s). Additional sheet attached? Yes X No

A. Trademark Application No.(s)
76/378,848

B. Trademark Registration No.(s)
2,491,690; 2,468,724; 2,363,788; 1,982,573; 1,388,021;
1,391,438; 1,403,772.

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

Name: Valerie Verret, Esq.
Baker Botts L.L.P.
Street Address: 2001 Ross Avenue, Suite 600
City: Dallas
State: Texas Zip: 75201-2980

6. Number of applications and registrations involved: 8

7. Amount of fee enclosed or authorized to be charged: \$215.00

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):
50-2147

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03/26/2003 TDIAZ1 00000133 502147 76378848
01 FC:8521 40.00 CH
02 FC:8522 175.00 CH

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.

Valerie Verret
Name of Person Signing

Valerie Verret
Signature

March 20, 2003
Date

Total number of pages including cover sheet

6

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information:

Commissioner of Patent and Trademarks
Box Assignments
Washington, D.C. 20231

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of March 17, 2003, is entered into by BERENDSEN FLUID POWER, INC., an Oklahoma corporation ("Pledgor"), in favor of THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation ("Lender").

WHEREAS, Pledgor and BERENDSEN PMC, INC., an Oklahoma corporation (together with Pledgor, the "Borrowers"), as borrowers, BERENDSEN FLUID POWER, LTD./BERENDSEN FLUID POWER LTEE, an Ontario corporation, as guarantor, and Lender are parties to a Financing Agreement dated as of even date herewith (as same may be amended, restated, supplemented, or otherwise modified from time to time, the "Financing Agreement").

WHEREAS, pursuant to the terms of the Financing Agreement, Pledgor is obligated to secure the prompt payment and performance of the Obligations; and

WHEREAS, pursuant to the terms of the Financing Agreement, Pledgor has granted to Lender a security interest in substantially all the assets of Pledgor, including all right, title and interest of Pledgor in, to and under all now owned and hereafter acquired Trademarks (as defined below), Trademark registrations, Trademark applications and Trademark Licenses (as defined below), together with the goodwill of the business symbolized by Pledgor's Trademarks, and all proceeds thereof, to secure, *inter alia*, the payment of the Obligations. The Trademarks, Trademark registrations, Trademark Licenses and Trademark applications are listed on Schedule 1 annexed hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor does hereby grant to Lender a continuing security interest in all of its respective right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, together with any reissues, continuations or extensions thereof, including, without limitation, the Trademark, Trademark registrations and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to

the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted Lender pursuant to the Financing Agreement. Pledgor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Financing Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

As used herein, the following terms have the following meanings:

- A. "Trademark License" means any written agreement now or hereafter in existence granting to Pledgor any right to use any Trademark (excluding any such agreement if and to the extent that any attempt to grant a security interest hereunder in any such agreement without the consent of a third party would constitute a breach thereof and such consent has not been obtained by Pledgor).
- B. "Trademarks" means collectively all of the following: now owned or hereafter created or acquired by Pledgor: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifier, prints and labels on which any of the foregoing have appeared or appear, 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 thereof or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, or with respect to any of the foregoing including damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present, and future infringement of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.

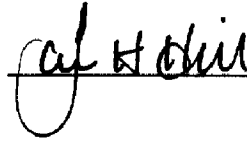
Terms not otherwise defined herein, shall have the same meanings as in the Financing Agreement.

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IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 17th day of March, 2003.

BERENDSEN FLUID POWER, INC.
an Oklahoma corporation

By:
Name:
Title:

_____

ACKNOWLEDGMENT

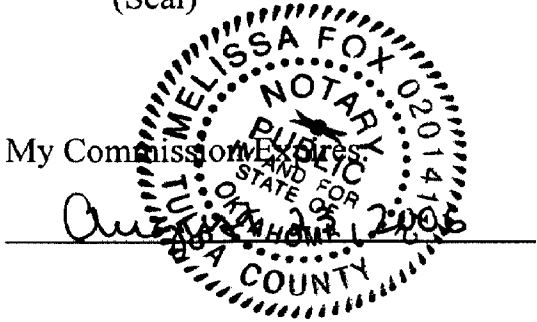
STATE OF OKLAHOMA

§
§
§

COUNTY OF TULSA

On the 17th day of March, 2003 before me personally appeared Ian H. Hill, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as President of Berendsen Fluid Power, Inc., who being by me duly sworn, did depose and say that he is President of Berendsen Fluid Power, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

(Seal)



Melissa Fox

Notary Public in and for the State of Oklahoma

Melissa Fox

Printed Name of Notary Public