

09-26-2003

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

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

1. Name of conveying party(ies):

Access Financial Solutions

- Individual(s) Association General Partnership Limited Partnership Corporation-State Maryland 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: 09/23/2003

2. Name and address of receiving party(ies)

Name: SunTrust Bank, as Collateral Agent

Internal Address:

Address:

Street Address: 303 Peachtree Street, N.E.

City: Atlanta State: GA Zip: 30308

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Banking Corporation - Georgia

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) 76531402

B. Trademark Registration No.(s) 2760050

Additional number(s) attached Yes No

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

Name: King & Spalding LLP

Internal Address: Attn: Deborah Corey

Street Address: 191 Peachtree Street

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41) \$ 185.00 (incl. expedite fee)

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

09/26/2003 DRYNE 00000147 76531402

DO NOT USE THIS SPACE

01 FC:8581 40.00 OP 02 FC:8582 25.00 OP 03 FC:8583 120.00 OP

9. Signature.

Deborah Corey

Name of Person Signing

Deborah Corey Signature

September 24, 2003

Date

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

10

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

TRADEMARK REEL: 002721 FRAME: 0469

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS
(Borrower)

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of September 23, 2003, is made by ACCESS FINANCIAL SOLUTIONS, a Maryland corporation (the "Obligor"), in favor of SUNTRUST BANK, as Collateral Agent (the "Collateral Agent") (a) for the lenders (the "Lenders"), from time to time party to the Revolving Credit Agreement, dated as of September 23, 2003, among the JLG Industries, Inc., the Lenders, and SunTrust Bank as Administrative Agent, as Issuing Bank, and as Swingline Lender, MANUFACTURERS & TRADERS TRUST COMPANY, as Syndication Agent and STANDARD FEDERAL BANK N.A., as Documentation Agent (as amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Administrative Agent, the Issuing Bank, (b) for the lender providing the Pari Passu Credit Facility (the "Pari Passu Lender"), (c) THE BANK OF TOKYO-MITSUBISHI, LTD., NEW YORK BRANCH ("Tokyo-Mitsubishi"), as party to the Tokyo Swap Transaction (as defined below), (d) CITIZENS BANK OF PENNSYLVANIA ("Citizens"), as party to the Citizens Swap Transaction (as defined below), and (e) any counterparties to Hedging Transactions that are entered into to replace or refinance either the Tokyo Swap Transaction or the Citizens Swap Transaction (each a "Hedging Obligation Counterparty").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders, the Issuing Bank and the Swingline Lender have severally agreed to make Loans and other extensions of credit to the Obligor upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Pari Passu Credit Facility, the Pari Passu Lender has agreed to establish a revolving credit facility in favor of Obligor; and

WHEREAS, JLG Industries, Inc., certain of its Subsidiaries, Obligor and Tokyo-Mitsubishi are parties to that certain ISDA Master Agreement (including the Schedule thereto), dated as of July 14, 2003, (as amended, restated, supplemented or modified from time to time, the "Tokyo Interest Rate Hedge Agreement") pursuant to which the parties thereto entered into a Transaction (as such term is defined in the Tokyo Interest Rate Hedge Agreement) on July 14, 2003, in the notional amount of \$62,500,000 under the terms and conditions specified in the Confirmation (as such term is defined in the Tokyo Interest Rate Hedge Agreement) related thereto (as amended, restated, supplemented or modified from time to time; provided, at no time shall the notional amount be in excess of \$62,500,000, the "Tokyo Swap Transaction");

WHEREAS, JLG Industries, Inc., certain of its Subsidiaries, Obligor and Citizens are parties to that certain ISDA Master Agreement (including the Schedule thereto), dated as of June 6, 2003, (as amended, restated, supplemented or otherwise modified, the "Citizens Interest Rate Hedge Agreement") pursuant to which the parties thereto entered into a Transaction (as such term is defined in the Citizens Interest Rate Hedge Agreement) on June 6, 2003, in the notional amount of \$70,000,000 under the terms and conditions specified in the Confirmation (as such term is defined in the Citizens Interest Rate Hedge Agreement) related thereto (as amended, restated, supplemented or modified from time to time; provided, at no time shall the notional amount be in excess of \$70,000,000, the "Citizens Swap Transaction", and together with the

Tokyo Interest Rate Hedge Agreement, the Tokyo Swap Transaction, and the Citizens Interest Rate Hedge Agreement, the "Existing Hedge Agreements");

WHEREAS, in connection with the Credit Agreement, the Obligor has executed and delivered a Security Agreement, dated as of September 19, 2003 in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") pursuant to which the Obligor has pledged and granted to the Collateral Agent for its benefit, the benefit of the Lenders, the Administrative Agent, the Issuing Bank, the Pari Passu Lender, Tokyo-Mitsubishi, Citizens and any Hedging Obligation Counterparty a continuing security interest in all Intellectual Property, including Trademarks; and

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and collaterally assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Collateral Agent for its benefit and for the benefit of the Lenders, the Administrative Agent and the Issuing Bank to secure payment, performance and observance of the Obligations under the Credit Agreement, and for the benefit of the Pari Passu Lender to secure payment, performance and observance of the obligations under the Pari Passu Credit Facility and for the benefit of Tokyo-Mitsubishi, Citizens and any Hedging Obligation Counterparty to secure payment, performance and observance of the obligations under the Tokyo Swap Transaction and the Citizens Swap Transaction and any hedging transaction entered into with the Hedging Obligation Counterparties to replace or refinance all or a portion of the Tokyo Swap Transaction or the Citizens Swap Transaction. Notwithstanding anything herein to the contrary, in no event shall the Trademark subject to this Agreement, include, and Obligor shall not be deemed to have granted a security interest in, any of Obligor's rights or interests in any license, contract or agreement to which Obligor is a party or any of its rights or interests thereunder to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Obligor is a party; provided that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark subject to this Agreement shall include and Obligor shall be deemed to have granted a security interest in, all such right and interests as if such provision had never been in effect.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent for its benefit and for the benefit of the Lenders, the Administrative Agent, the Issuing Bank, the Pari Passu Lender, Tokyo-Mitsubishi, Citizens and any Hedging Obligation Counterparty in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Collateral Agent, the Lenders, the Administrative Agent, the Issuing Bank, the Pari Passu Lender, Tokyo-Mitsubishi,

Citizens and any Hedging Obligation Counterparty) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor and the Collateral Agent hereby further acknowledge and affirm that the rights and remedies of the Lenders, the Administrative Agent, the Issuing Bank, the Pari Passu Lender, Tokyo-Mitsubishi, Citizens and any Hedging Obligation Counterparty with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Governing Law; Waiver of Jury Trial.

(a) This Agreement shall be construed in accordance with and be governed by the law (without giving effect to the conflict of law principles thereof) of the State of New York.

(b) The Obligor hereby irrevocably and unconditionally submits, for itself and its property, to the jurisdiction of the United States District Court of the Southern District of New York, and of any state court of the State of Supreme Court of the State of New York sitting in New York county and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York state court or, to the extent permitted by applicable law, such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Collateral Agent, or any Lender, the Pari Passu Lender, Citizens, Tokyo-Mitsubishi or any Hedging Obligation Counterparty may otherwise have to bring any action or proceeding relating to this Agreement against the Obligor or its properties in the courts of any jurisdiction.

(c) The Obligor irrevocably and unconditionally waives any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding described in paragraph (b) of this Section and brought in any court referred to in paragraph (b) of this Section. Each of the parties hereto irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to the service of process in the manner provided for notices in Section 10.1 of the Credit Agreement. Nothing in this Agreement or in any other Loan Document will affect the right of any party hereto to serve process in any other manner permitted by law.

(e) EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE

TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ACCESS FINANCIAL SOLUTIONS

By: Thomas D. Singer
Name: Thomas D. Singer
Title: Vice President

SUNTRUST BANK,
as Collateral Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 002721 FRAME: 0474**

STATE OF Pennsylvania
COUNTY OF Fulton) ss

On the 22nd day of September, 2003, before me personally came Thomas D Singer, who is personally known to me to be the Vice President of ACCESS FINANCIAL SOLUTIONS, a Maryland corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Sandra K Keefer
Notary Public

Notarial Seal
Sandra K. Keefer, Notary Public
Ayr Twp., Fulton County
My Commission Expires Oct. 7, 2004


(PLACE STAMP AND SEAL ABOVE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ACCESS FINANCIAL SOLUTIONS

By: _____
Name:
Title:

SUNTRUST BANK,
as Collateral Agent

By: 
Name: STEPHEN DERZY
Title: DIRECTOR

SCHEDULE A

ACCESS FINANCIAL SOLUTIONS

U.S. Trademarks Registrations and Applications

<u>Trademark</u>	<u>Serial Number</u>	<u>Registration Number</u>
AF & Design	76-380564	2760050
Lift-Lending Solutions	76-531402	