

12-31-2003

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



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

102603677

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

1. Name of conveying party(ies):

Holland USA, Inc.

- Individual(s) Association General Partnership Limited Partnership [X] Corporation-State MI Other

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

2. Name and address of receiving party(ies)

Name: Standard Federal Bank, N.A., Internal as U.S. Agent

Address:

Street Address: 2600 W. Big Beaver Rd.

City: Troy State: MI Zip: 48084

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State [X] Other National Bankir

If assignee is not domiciled in the United States representative designation is attached: (Designations must be a separate document) Additional name(s) & address(es) attached?

No

3. Nature of conveyance:

- Assignment Merger [X] Security Agreement Change of Name Other

Execution Date: 12/22/03

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

A. Trademark Application No.(s) See continuation of item 4 attached hereto

B. Trademark Registration No.(s) See continuation of item 4 attached hereto

Additional number(s) attached Yes [X] No

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

Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins 5800 Sears Tower

Street Address: 233 S. Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved:

25

7. Total fee (37 CFR 3.41): \$40.00

- [X] Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Ildiko Jona Name of Person Signing

[Signature] Signature

12/29/03

Date

Total number of pages including cover sheet, attachments, and document: 7

12/31/2003 LMJELLER 00000076 2202970

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

01 FC:8521 40.00 OP 02 FC:8522 600.00 OP 03 FC:8523 120.00 OP

TRADEMARK REEL: 002771 FRAME: 0993

Trademark Registration and Application Numbers
for Holland USA, Inc.

2,202,970
2,520,468
1,418,359
2,219,690
704,885
2,255,393
2,398,386
2,421,780
2,436,297
2,414,654
2,445,822
2,408,485
2,461,358
2,452,938
1,099,418
1,833,772
2,010,724
919,172
929,914
1,093,729
1,372,400
1,989,998
2,403,566
2,383,441
2,145,432

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 22, 2003, by HOLLAND USA, INC., a Michigan corporation ("Grantor"), in favor of STANDARD FEDERAL BANK, N.A., a national banking association, as U.S. Agent for itself and for U.S. Lenders, Canadian Agent and Canadian Lenders ("U.S. Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, the Persons named therein as other Borrowers and Loan Parties, the U.S. Agent, LaSalle Business Credit, Inc., a division of ABN AMRO Bank N.V., Canada Branch, a division of the Canadian resident branch of an authorized foreign bank in Canada, for itself, as a Canadian Lender, and as Canadian Agent for itself and for Canadian Lenders, U.S. Agent and U.S. lenders and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans for the benefit of Grantor and the other Borrowers party thereto; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to U.S. Agent, for itself and for Lenders and Canadian Agent, this 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 Section 1 thereto to the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to U.S. Agent, on behalf of itself, Lenders and Canadian Agent, 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;

(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. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to U.S. Agent, on behalf of itself, Lenders and Canadian Agent, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of U.S. Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

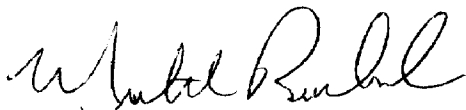
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HOLLAND USA, INC., as Grantor

By: 
Name: Richard W. Muzzy
Title: Chairman

ACCEPTED AND ACKNOWLEDGED BY:

STANDARD FEDERAL BANK, N.A.,
as U.S. Agent

By: 
Name: Matthew Barbuscak
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 002771 FRAME: 0997

SCHEDULE I - Trademarks for Holland USA

Name/Title	Country	IP Status	Date Filed/Date Issued	Serial No./Registration No.
CVA	United States	Registered	11/10/1998	2,202,970
SVA	United States	Registered	12/18/2001	2,520,468
NEWAY	Mexico	Registered	12/6/1994	481690
NEWAY	Singapore	Registered	10/16/1986	82573
NEWAY	Spain	Registered	1/22/1985	451452
NEWAY	Switzerland	Registered	6/8/1984	332,979
NEWAY	United Kingdom	Registered	9/15/1995	2,001,727
NEWAY	Sweden	Registered	1/22/1965	111,981
NEWAY	Austria	Registered	7/31/1994	52,759
NEWAY	Argentina	Registered	12/31/1992	1,410,919
NEWAY	Australia	Registered	8/10/1979	A336391
NEWAY	Benelux	Registered	4/15/1964	61,071
NEWAY	Canada	Registered	4/2/1965	139,745
NEWAY	Columbia	Registered	7/12/1987	100267
NEWAY	Denmark	Registered	7/25/1964	2455,1964
NEWAY	Germany	Registered	3/9/1964	811,965
EZ-ALIGN	Canada	Registered	7/27/1999	513,286
EZ-ALIGN	EU (CTM)	Registered	12/17/1998	412,692
MISCELLANEOUS DESIGN	United States	Registered	11/25/1986	1,418,359
NEWAY	United States	Registered	1/19/1999	2,219,690
NEWAY	United States	Registered	9/27/1960	704,885
NEWLITE	Australia	Registered	8/12/1997	741,166
NEWLITE	Canada	Registered	4/12/2000	526,553
NEWLITE	Mexico	Registered	10/31/1997	562,250
V-STEER	United States	Registered	6/22/1999	2,255,393
V-STEER	United States	Registered	10/24/2000	2,398,386
NEWELD	United States	Registered	1/16/2001	2,421,780
NEWAY	China	Registered	4/14/2000	1385318
NEWAY	India	Pending	2/9/1999	840512
NEWAY	EU (CTM)	Registered	4/20/2000	1,054,220
VPAC	United States	Registered	3/20/2001	2,436,297
VPAC	United States	Registered	12/19/2000	2,414,654
VPAC	Argentina	Registered	12/29/2000	1,814,803
VPAC	Australia	Registered	6/23/2000	801221
VPAC	Brazil	Pending	9/16/1999	822026600
VPAC	Mexico	Registered	11/25/1999	633,800
IPAC	Argentina	Registered	12/29/2000	1814801
IPAC	Australia	Registered	7/22/1999	801147
IPAC	Brazil	Pending	9/16/1999	822026589
IPAC	Mexico	Registered	11/25/1999	633,799
V-STEER II	United States	Registered	4/24/2001	2,445,822
NEWAY (STYLIZED)	United States	Registered	11/28/2000	2,408,485
NEWAY (STYLIZED)	China	Registered	1/6/2002	1693861
HOLLAND NEWAY INTERNATIONAL, INC.	India	Pending	2/11/2000	903054
HOLLAND NEWAY And Design	United States	Registered	6/19/2001	2,461,358
HOLLAND NEWAY	United States	Registered	5/22/2001	2,452,938
HOLLAND NEWAY	China	Pending	6/19/2000	2000087360
HOLLAND NEWAY (Chinese Characters)	China	Registered	8/7/2002	1924580
HOLLAND NEWAY INTERNATIONAL, INC.	China	Pending	6/9/2000	2000081389
HOLLAND NEWAY INTERNATIONAL, INC. (Chinese Characters)	China	Registered	2/21/2002	1717787

SCHEDULE I - Trademarks for Holland USA

HOLLAND NEWAY And Design	India	Pending	2/11/2000	903056
V-STEER II	Australia	Registered	7/31/2000	824302
V-STEER II	Argentina	Registered	10/10/2001	1,846,771
V-STEER II	Canada	Registered	3/5/2002	558,804
V-STEER II	EU (CTM)	Registered	4/5/2001	001523117
V-STEER II	Mexico	Registered	9/14/2001	715254
NEWAY (Chinese Characters)	China	Registered	1/28/2001	1515229
NEWAY (Chinese Characters with Color)	China	Registered	3/7/2001	1535480
TRUCK MASTER	Canada	Registered	4/13/1984	249,188
Port-A-Bale	United States	Registered	8/15/1978	1,099,418
Qwik Release	United States	Registered	5/3/1994	1,833,772
Qwik Release	Canada	Registered	11/25/1994	436256
Qwik Release	Mexico	Registered	8/16/1994	469,841
Durasytem	United States	Registered	10/22/1996	2,010,724
HOLLAND NEWAY And Design	China	Pending	6/19/2000	2000087359
IPAC	New Zealand	Registered	3/17/1999	313179
NEWAY	New Zealand	Registered	8/10/1979	129122
NEWAY (STYLIZED)	India	Pending	11/22/1999	887613
VPAC	New Zealand	Registered	3/17/1999	313180
Holland Kompensator (in class 12)	United States	Registered	8/24/1971	919,172
MOV-ON	United States	Registered	2/29/1972	929,914
HOLLAND KOMPENSATOR	United States	Registered	6/20/1978	1,093,729
OLYMPIX	United States	Registered	11/26/1985	1,372,400
GOLD LINE (with design)	United States	Registered	7/30/1996	1,989,998
Holland Logo	United States	Registered	11/14/2000	2,403,566
LowLube	United States	Registered	9/5/2000	2,383,441
EZ-ALIGN	United States	Registered	3/17/1998	2,145,432

TRADEMARK

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RECORDED: 12/30/2003