

12-30-2003

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

102603670 TRADEMARKS ONLY

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

Tab settings

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

1. Name of conveying party(ies):

The Holland Group, Inc.

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

Additional name(s) of conveying party(ies) attached? Yes 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, Other National Banking Association

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

3. Nature of conveyance:

- Assignment, Merger, 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 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:

23

7. Total fee (37 CFR 3.41) \$ 590.00

- 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

12/29/03 Date

Total number of pages including cover sheet, attachments, and document: 6

12/31/2003 DBYRNE 00000020 78176378

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

01 FC:4561 40.00 CP
02 FC:4562 350.00 CP
03 FC:4563 120.00 CP

Trademark Registration and Application Numbers
for The Holland Group, Inc.

78/176,978
2,578,900
2,490,357
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
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 THE HOLLAND GROUP, 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 Borrowers and other 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 Borrowers and guaranteed by Grantor; 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)

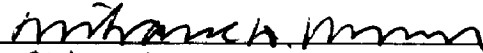
infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

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]

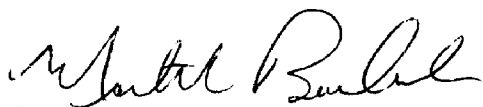
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE HOLLAND GROUP, INC., as Grantor

By: 
Name: Richard W. Muzzy
Title: President

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: 002772 FRAME: 0066

SCHEDULE I – Trademarks for The Holland Group, Inc.

Euro-Hitch	EU (CTM)	Registered	2/12/2002	1950609
Euro-Hitch	Germany	Registered	12/10/1998	39865786.6
Euro-Hitch Weightsaver	Germany	Registered	12/10/1998	39865785.8
Aer Way	United States	Registered	4/30/1985	1,332,870
TRUCK MASTER	United States	Registered	2/26/1985	1,322,038
Euro-Hitch Weightsaver	Germany	Registered	12/10/1998	39865785
Holland Euro-Hitch and Design	EU (CTM)	Registered	9/17/2001	1,851,062
HOLLAND AND DESIGN (OVAL)	EPC	Pending	10/15/2001	2409654
NEWAY	Brazil	Pending	10/15/2001	824108051
HOLLAND AND DESIGN (OVAL)	Brazil	Pending	1/30/2002	824347293
EI -Electronic Lock Indicator	U.S.	Pending	10/22/2002	78/176,978
HOLLAND	United States	Registered	6/11/2002	2,578,900
Go the Distance	United States	Registered	9/18/2001	2,490,357