

Form PTO-159-4 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE
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):
MAC Equipment, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other _____
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: **Harris Trust and Savings Bank**
 Internal Address: _____
 Street Address: **111 West Monroe Street**
 City: **Chicago** State: **IL** ZIP: **60603**

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date: **February 24, 2004**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Illinois**
 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 names(s) & address(s) attached? Yes No

4. Application number(s) or trademark number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
 See attached list
 Additional numbers attached? Yes No

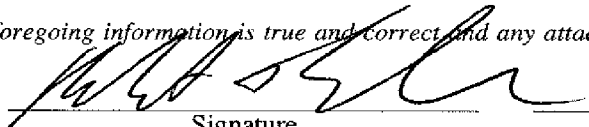
5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Robert J. Schneider**
 Internal Address: **Chapman and Cutler LLP**

 Street Address: **111 West Monroe Street**

 City: **Chicago** State **IL** ZIP: **60603**

6. Total number of applications and trademarks involved: 19
 7. Total fee (37 CFR 3.41)\$ **490.00**
 Enclosed
 Authorized to be charged to deposit account
 8. Deposit account number:
50-0305
 (Attach duplicate copy of this page if paying by deposit account)
 Attorney Docket No. **1584796**

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.
Robert J. Schneider  **2/27/04**
 _____ Signature Date

Total number of pages including cover sheet, attachments, and document: 9

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:
United States Patent and Trademark Office, Box Assignments
Washington, DC 20231

CH \$490.00 500305 74709177

4. Application numbers or trademark numbers:

A. Trademark Application Nos.

74/709,177

74/709,178

74/296,084

B. Trademark Nos.

2,610,612

2,407,390

2,248,609

2,334,120

2,157,122

1,967,356

1,898,812

1,898,810

1,919,524

2,261,750

1,998,957

1,168,945

752,021

1,990,789

1,990,788

1,985,135

TRADEMARK COLLATERAL AGREEMENT

This 24th day of February, 2004, MAC Equipment, Inc., a Kansas corporation ("*Debtor*") with its principal place of business and mailing address at 7901 Northwest 107th Terrace, Kansas City, Missouri 64153-1910, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When an intent-to-use application passes to issue, then that registration shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the

trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

MAC EQUIPMENT, INC.

By: *Gay Curry*
Name: Gary Curry
Title: president

HARRIS TRUST AND SAVINGS BANK

By: _____
Name: _____
Title: _____

trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

MAC EQUIPMENT, INC.

By: _____
Name: _____
Title: _____

HARRIS TRUST AND SAVINGS BANK

By: George M. Dohy
Name: George M. Dohy
Title: Vice President

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

DEBTOR	MARK	APPLICATION NUMBER	REGISTRATION NUMBER
MAC Equipment, Inc.	MAC2FLO		2610612
MAC Equipment, Inc.	MODULAR INGREDIENT SYSTEM		2407390
MAC Equipment, Inc.	MAC (and Design)		2248609
MAC Equipment, Inc.	POLY-PLEAT		2334120
MAC Equipment, Inc.	CDP		2157122
MAC Equipment, Inc.	MACTIFLO		1967356
MAC Equipment, Inc.	MIASMACT (and Design)		1898812
MAC Equipment, Inc.	MAC ENVIRONMENTAL		1898810
MAC Equipment, Inc.	MAC (and Design)		1919524
MAC Equipment, Inc.	FLO-TRONICS		2261750
MAC Equipment, Inc.	FLO-LINE		1998957
MAC Equipment, Inc.	MAC		1168945
MAC Equipment, Inc.	SEMCO		752021

PENDING FEDERAL TRADEMARK APPLICATIONS

None.

COMMON LAW MARKS AND TRADE NAMES

DEBTOR	MARK	APPLICATION NUMBER (if any)	REGISTRATION NUMBER (if canceled)
MAC Equipment, Inc.	FLO-MASTER		1990789
MAC Equipment, Inc.	FLO-TRIATOR		1990788
MAC Equipment, Inc.	FLO-SEAL		1985135
MAC Equipment, Inc.	MAC FLOTRONICS (and Design)	Abandoned Application Nos. 74/709,177 and 74/709,178	
MAC Equipment, Inc.	WIZARD	Abandoned Application No. 74/296,084	

**REGISTERED STATE TRADEMARKS
AND TRADEMARK APPLICATIONS**

None.

**REGISTERED FOREIGN TRADEMARKS
AND TRADEMARK APPLICATIONS****CANADIAN TRADEMARKS**

DEBTOR	MARK	APPLICATION NUMBER	REGISTRATION NUMBER
MAC Equipment, Inc.	MAC		TMA0396881

EUROPEAN TRADEMARKS

DEBTOR	MARK	APPLICATION NUMBER	REGISTRATION NUMBER
MAC Equipment, Inc.	MAC (and Design)		1030238

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None.