

10-23-2003



102582217

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):

CPE ACQUISITION CO.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ 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: 10/15/2003

2. Name and address of receiving party(ies)

Name: ANTARES CAPITAL CORPORATION, AS AGENT

Internal

Address: SUITE 6400

Street Address: 311 SOUTH WACKER DRIVE

City: CHICAGO State: IL Zip: 60606

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State DELAWARE
☐ 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 name(s) & address(es) attached? ☐ Yes ☐ No

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

A. Trademark Application No.(s) n.a.

B. Trademark Registration No.(s) 2,346,234;
2,633,562Additional number(s) attached ☐ Yes ☒ No

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

Name: _____

Attn: Penelope J.A. Agodoa
 Federal Research Company, LLC
 1030 15th Street, NW, Suite 920
 Washington, DC 20005
 202.783.2700

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: _____

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

PENELOPE S. JOHNSON

Name of Person Signing

10/21/2003

Date

Total number of pages including cover sheet, attachments, and document: 4

10/24/2003 6TON11 00000020 2346234

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

01 FC:8521
 02 FC:8522

40.00 OP
 25.00 OP

TRADEMARK
 REEL: 002849 FRAME: 0667

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 15, 2003, is between **CPE ACQUISITION CO.**, a Delaware corporation (the "**Grantor**") and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as agent (in such capacity, the "**Grantee**") for the benefit of Agent and Lenders (as such terms are defined in the Credit Agreement described below).

RECITALS

A. Grantor owns the Intellectual Property Applications and Intellectual Property Registrations with respect to Trademarks owned by Grantor listed on Schedule A annexed hereto; and

B. Reference is made to that certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") among Pengo Corporation, a Delaware corporation ("**Pengo**"), Attachment Technologies, Inc., a Delaware corporation ("**ATI**"; Pengo and ATI are referred to together as the "**Borrowers**"), Antares Capital Corporation, as agent and as a lender, the Co-Syndication Agents parties thereto, the Documentation Agent party thereto, and the other Lenders parties thereto, providing for extensions of credit and other financial accommodations to be made to Borrowers by Grantee and Lenders; and

C. As a subsidiary of ATI, Grantor will receive substantial direct and indirect benefits from the loans and other financial accommodations made to the Borrowers and accordingly, pursuant to the terms of that certain Subsidiary Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"; capitalized terms used but not defined herein have the meanings given such terms in the Security Agreement) among Grantor, Grantee and the other "**Debtors**" party thereto, Grantor has granted to Grantee for the benefit of Grantee and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "**Liabilities**";

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's 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 owned by Grantor, including, without limitation, the Intellectual Property Applications and Intellectual Property Registrations (together with any reissues, continuations or extensions thereof) relating to Trademarks and referred to in Schedule A 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 Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Intellectual Property Applications and Intellectual Property Registrations relating to Trademarks and referred to in Schedule A annexed hereto, all Intellectual Property Registrations issued with respect to Intellectual Property Applications referred to in Schedule A 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 to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signature page follows.]

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

CPE ACQUISITION CO.,
a Delaware corporation

By: Steven A. Hoegler
Name: Steven A. Hoegler
Title: CFO

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: D. Swanson
Name: Dan Swanson
Title: Director

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

| <u>Mark</u> | <u>Registration No.</u> | <u>Issue Date</u> |
|-------------------------------|-------------------------|-------------------|
| Quick Hitch | 2,346,234 | 4/25/2000 |
| Severe-Duty Ripping Bucket | 2,633,562 | 10/8/2002 |

U.S. TRADEMARK APPLICATIONS

| <u>Mark</u> | <u>Application No.</u> | <u>Application Date</u> |
|-------------|------------------------|-------------------------|
|-------------|------------------------|-------------------------|

M2:20574633.02

Schedule A to the CPE Trademark Security Agreement