

01-15-2004

30181e V1 S2



To the Honorable Commissioner of Patents and

Documents or copy thereof.

102646248

1. Name of conveying party(ies): **Holland USA, Inc.**  
**1950 Industrial Blvd.**  
**P.O. Box 425**  
**Muskegon, MI 49443-0425**

OFFICE OF PUBLIC RECORDS  
2004 JAN 13 AM 10:45  
FINANCE SECTION  
1-13-04

- Individual(s)
- General Partnership
- Corporation-State **Michigan**
- Other

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

3. Nature of conveyance:
- Assignment
  - Security Agreement
  - Other
  - Merger
  - Change of Name

Execution Date: **December 22, 2003**

2. Name and address of receiving party(ies):  
Name: **SW Pelham Fund, L.P.**

Internal Address:  
Street Address: **1007 Church Street, Suite 400**  
City: **Evanston** State: **IL** Zip: **60201**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership **Delaware**
- Corporation-State
- 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)  
**See continuation of item 4 attached hereto**

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

Additional numbers attached?  Yes  No

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

Name: **Barbara Villandry**  
Internal Address: **Shipman & Goodwin LLP**  
Street Address: **One American Row**  
City: **Hartford** State: **CT** Zip: **06103**

6. Total number of applications and trademarks involved: **25**

7. Total fee (37 CFR 3.41): -----\$ **640**  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
(Attach duplicate copy of this page if paying by deposit account)

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.

**Donna L. Brooks**  
Name of Person Signing

*Donna L Brooks*  
Signature

**1-7-04**  
Date

Total number of pages including cover sheet, attachments, and document: **8**

01/14/2004 DRYRNE 00000324 2202970

01 FC:8521  
02 FC:8522

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

**Item #2**

**Additional Names and Addresses of Assignees**

SW Pelham Fund II, L.P.  
1007 Church Street  
Suite 400  
Evanston, IL 60201

Delaware limited partnership

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

CH655597.1

**SUBSIDIARY TRADEMARK SECURITY AGREEMENT**

This **SUBSIDIARY TRADEMARK SECURITY AGREEMENT** (this "**Subsidiary Trademark Security Agreement**") is made and entered into as of December 22, 2003 by and among **HOLLAND USA, INC.**, a Michigan corporation (the "**Subsidiary**"), **SW PELHAM FUND, L.P.**, a Delaware limited partnership, and **SW PELHAM FUND II, L.P.**, a Delaware limited partnership (each a "**Purchaser**" and collectively, the "**Purchasers**").

**WITNESSETH:**

**WHEREAS**, The Holland Group, Inc. (the "**Company**") and the Purchasers have entered into that certain Note Purchase Agreement as of even date herewith (as the same may be amended, supplemented and modified from time to time, the "**Purchase Agreement**") pursuant to which the Company has issued Ten Million Five Hundred Thousand Dollars (\$10,500,000) in aggregate principal amount of its 13.00% Senior Subordinated Notes with 7.00% Payment-in-Kind Interest due December 22, 2008 (the "**Notes**");

**WHEREAS**, the Purchasers required the Subsidiary to guaranty the obligations of the Company under the Purchase Agreement and execute that certain Subsidiary Guaranty as of even date herewith (as the same may be amended, supplemented and modified from time to time, the "**Subsidiary Guaranty**");

**WHEREAS**, the Subsidiary and the Purchasers have entered into that certain Subsidiary Security Agreement of even date herewith (as the same may be amended, supplemented and modified from time to time, the "**Subsidiary Security Agreement**") pursuant to which the Subsidiary pledged as collateral all of its assets, tangible and intangible, in order to secure the performance of the Subsidiary's and the Company's obligations under the Purchase Agreement, including the Subsidiary Guaranty; and

**WHEREAS**, the Purchasers are requiring that the Subsidiary execute and deliver this Subsidiary Trademark Security Agreement to further the purposes of the Subsidiary Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Subsidiary hereby agrees as follows:

1. **DEFINED TERMS**. When used herein, the following terms shall have the following meanings:

(a) "**Trademark**" shall mean all of the following now owned or hereafter existing or adopted or acquired by the Subsidiary: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or

appear; designs and general intangibles or like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office, Canadian Intellectual Property Office or in any similar office or agency of the United States or any state or territory thereof, Canada or any providence thereof, or any other country or any political subdivision thereof; (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

(b) “Trademark License” shall mean the rights under any written agreement now owned or hereafter acquired by the Subsidiary granting any right to use any Trademark.

Unless otherwise defined herein, all other capitalized terms shall have the meanings as set forth in the Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Subsidiary hereby grants to each Purchaser a continuing security interest in all of the Subsidiary’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 the Subsidiary 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. SUBSIDIARY SECURITY AGREEMENT. The security interests granted by the Subsidiary pursuant to this Subsidiary Trademark Security Agreement are granted in conjunction with the security interests granted to each Purchaser pursuant to the Subsidiary Security Agreements. The Subsidiary hereby acknowledges and affirms that the rights and remedies of each Purchaser with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Subsidiary 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, the Subsidiary has caused this Subsidiary Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HOLLAND USA, INC.

By: Richard W. Muzzy  
Name: Richard W. Muzzy  
Title: Chairman

ACCEPTED AND ACKNOWLEDGED BY:

SW PELHAM FUND, L.P.

By: Pelham Capital Management, LLC,  
its General Partner

By: Smith Whiley Investment Management, Inc.  
its Manager

By: Venita E. Fields  
Name: Venita E. Fields  
Title: Senior Managing Director

-and-

SW PELHAM FUND II, L.P.

By: Pelham Capital Management II, LLC,  
its General Partner

By: Smith Whiley Investment Management, Inc.  
its Manager

By: Venita E. Fields  
Name: Venita E. Fields  
Title: Senior Managing Director

Registration Status	Trademark	Class	Applicant	Serial Number	Registration Status	Country	Registration Date	Serial Number	Registration Status	Country	Registration Date
Pending		SM	Holland Hitch Company	T-317	CVA	United States	11/10/1998	2,202,970	Registered	United States	11/10/1998
Pending		SM	Holland Hitch Company	T-318	SVA	United States	12/18/2001	2,520,468	Registered	United States	12/18/2001
Pending		SM	NAI Neway, Inc.	70774-0113	NEWAY	Mexico	12/6/1994	481,690	Registered	Mexico	12/6/1994
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-0116	NEWAY	Singapore	10/16/1986	82573	Registered	Singapore	10/16/1986
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-0117	NEWAY	Spain	1/22/1985	451,452	Registered	Spain	1/22/1985
Pending		TM	Lear Siegler, Inc.	70774-0118	NEWAY	Switzerland	6/8/1984	332,979	Registered	Switzerland	6/8/1984
Pending		TM	NAI Neway, Inc.	70774-0121	NEWAY	United Kingdom	9/15/1995	2,001,727	Registered	United Kingdom	9/15/1995
Pending		TM	NAI Neway, Inc.	70774-0129	NEWAY	Sweden	1/22/1965	111,981	Registered	Sweden	1/22/1965
Pending		TM	Lear Siegler, Inc.	70774-0130	NEWAY	Austria	7/31/1984	52,759	Registered	Austria	7/31/1984
Pending		TM	Neway Corp.	70774-0137	NEWAY	Argentina	12/31/1992	1,410,919	Registered	Argentina	12/31/1992
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-0139	NEWAY	Australia	8/10/1979	439,639	Registered	Australia	8/10/1979
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-0141	NEWAY	Belgium	4/15/1964	61,071	Registered	Belgium	4/15/1964
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-0142	NEWAY	Canada	4/2/1965	139,745	Registered	Canada	4/2/1965
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-0143	NEWAY	Columbia	7/12/1987	100,267	Registered	Columbia	7/12/1987
Pending		TM	Lear Siegler, Inc.	70774-0144	NEWAY	Denmark	7/25/1964	2,455,1964	Registered	Denmark	7/25/1964
Pending		TM	Lear Siegler, Inc.	70774-0146	NEWAY	Germany	3/9/1964	811,965	Registered	Germany	3/9/1964
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-0207	NEWAY	Canada	7/27/1999	513,286	Registered	Canada	7/27/1999
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-0208	EZ-ALIGN	Canada	12/17/1998	412,692	Registered	Canada	12/17/1998
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-0389	MISCELLANEOUS DESIGN	EU (CTM)	11/25/1988	1,418,359	Registered	EU (CTM)	11/25/1988
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-0598	NEWLITE	United States	1/19/1999	2,219,690	Registered	United States	1/19/1999
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-0604	NEWLITE	United States	9/27/1990	704,885	Registered	United States	9/27/1990
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-0612	NEWLITE	Australia	8/12/1987	741,166	Registered	Australia	8/12/1987
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-0613	NEWLITE	Canada	4/12/2000	528,553	Registered	Canada	4/12/2000
Pending		TM	NAI Neway, Inc.	70774-0614	NEWLITE	Mexico	10/31/1987	582,250	Registered	Mexico	10/31/1987
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-0694	V-STEER	United States	6/22/1999	2,255,393	Registered	United States	6/22/1999
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-0732	V-LOK	United States	10/24/2000	2,398,386	Registered	United States	10/24/2000
Filed	The Holland Group	TM	Neway Anchorlok Int'l, Inc.	70774-0739	NEWELD	United States	1/16/2001	2,421,780	Registered	United States	1/16/2001
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-0806	NEWAY	China	4/14/2000	1385,318	Registered	China	4/14/2000
Filed	The Holland Group	TM	Neway Anchorlok Int'l, Inc.	70774-0851	NEWAY	India	2/9/1999	840,512	Pending	India	2/9/1999
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-0853	NEWAY	EU (CTM)	4/20/2000	1,054,220	Registered	EU (CTM)	4/20/2000
Filed	The Holland Group	TM	Neway Anchorlok Int'l, Inc.	70774-0861	VPAC	United States	3/20/2001	2,436,297	Registered	United States	3/20/2001
Filed	The Holland Group	TM	Neway Anchorlok Int'l, Inc.	70774-0862	VPAC	United States	12/19/2000	2,414,654	Registered	United States	12/19/2000
Filed	The Holland Group	TM	Neway Anchorlok Int'l, Inc.	70774-0895	VPAC	Argentina	12/29/2000	1,814,803	Registered	Argentina	12/29/2000
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-0896	VPAC	Australia	6/23/2000	801,221	Registered	Australia	6/23/2000
Pending		TM	Neway Anchorlok Int'l, Inc.	70774-0897	VPAC	Brazil	9/16/1998	822,026,600	Pending	Brazil	9/16/1998
Filed	The Holland Group	TM	Neway Anchorlok Int'l, Inc.	70774-0899	VPAC	Mexico	11/25/1999	633,800	Registered	Mexico	11/25/1999
Filed	The Holland Group	TM	Neway Anchorlok Int'l, Inc.	70774-0901	VPAC	Argentina	12/29/2000	181,480	Registered	Argentina	12/29/2000
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-0902	VPAC	Australia	7/22/1998	801,147	Registered	Australia	7/22/1998
Pending		TM	Neway Anchorlok Int'l, Inc.	70774-0903	VPAC	Brazil	9/16/1998	822,026,699	Pending	Brazil	9/16/1998
Filed	The Holland Group	TM	Neway Anchorlok Int'l, Inc.	70774-0905	VPAC	Mexico	11/25/1999	633,799	Registered	Mexico	11/25/1999
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-0911	NEWAY (STYLIZED)	United States	4/24/2001	2,445,822	Registered	United States	4/24/2001
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-0912	NEWAY (STYLIZED)	United States	11/28/2000	2,408,485	Registered	United States	11/28/2000
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-0914	NEWAY (STYLIZED)	China	1/8/2002	1,698,861	Registered	China	1/8/2002
Pending		TM	Holland Neway International, Inc.	70774-0945	HOLLAND NEWAY INTERNATIONAL, INC.	India	2/11/2000	903,054	Pending	India	2/11/2000
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-0947	HOLLAND NEWAY	United States	6/19/2001	2,461,358	Registered	United States	6/19/2001
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-0948	HOLLAND NEWAY	United States	5/22/2001	2,452,938	Registered	United States	5/22/2001
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-0951	HOLLAND NEWAY	China	6/19/2000	2,000,087,360	Pending	China	6/19/2000
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-0952	HOLLAND NEWAY (Chinese Characters)	China	87/2002	192,4580	Registered	China	87/2002
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-0953	HOLLAND NEWAY INTERNATIONAL, INC.	China	6/9/2000	2,000,081,389	Pending	China	6/9/2000
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-0954	HOLLAND NEWAY INTERNATIONAL, INC.	China	2/21/2002	1,717,787	Registered	China	2/21/2002
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-0956	HOLLAND NEWAY And Design	India	2/11/2000	903,056	Pending	India	2/11/2000
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-0963	HOLLAND NEWAY And Design	Australia	7/31/2000	824,302	Registered	Australia	7/31/2000
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-0964	V-STEER II	Argentina	10/10/2001	1,846,771	Registered	Argentina	10/10/2001
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-0965	V-STEER II	Canada	3/5/2002	558,804	Registered	Canada	3/5/2002
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-0966	V-STEER II	EU (CTM)	4/5/2001	001,523,117	Registered	EU (CTM)	4/5/2001
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-0967	V-STEER II	Mexico	9/14/2001	715,254	Registered	Mexico	9/14/2001
Filed	The Holland Group	TM	Holland Neway International, Inc.	70774-1260	NEWAY (Chinese Characters)	China	1/28/2001	151,8229	Registered	China	1/28/2001

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Filed	The Holland Group	TM	70774-1281	Holland Neway International, Inc.	NEWAY (Chinese Characters with Color)	China	Registered	3/7/2001	1536480
Pending		TM	A-350	Holland Hitch Co.	TRUCK MASTER	Canada	Registered	4/13/1994	249,188
Pending		TM	BKY1099418	Binkley Co	Port-A-Bale	United States	Registered	8/15/1978	1,099,418
Pending		TM	BKY3964	Binkley Co	Qwik Release	United States	Registered	5/3/1994	1,833,772
Pending		TM	BKY3968CA	Binkley Co	Qwik Release	Canada	Registered	11/25/1994	436256
Pending		TM	BKY3969ME	Binkley Co	Qwik Release	Mexico	Registered	8/16/1994	469,841
Pending		TM	BKY3975	Binkley Co	Durasytem	United States	Registered	10/22/1996	2,010,724
Filed	The Holland Group	TM	FT-335CA	Holland Neway International, Inc.	HOLLAND NEWAY And Design	China	Pending	8/19/2000	2000087359
Filed	The Holland Group	TM	FT-336NZ	Holland Neway International, Inc.	IPAC	New Zealand	Registered	3/17/1999	313179
Filed	The Holland Group	TM	FT-339NZ	Holland Neway International, Inc.	NEWAY	New Zealand	Registered	8/10/1978	129122
Filed	The Holland Group	TM	FT-340IN	Holland Neway International, Inc.	NEWAY (STYLIZED)	India	Pending	11/22/1999	887613
Filed	The Holland Group	TM	FT-347NZ	Holland Neway International, Inc.	VPAC	New Zealand	Registered	3/17/1999	313180
Filed	The Holland Group	TM	T-302	Holland Hitch Company	Holland Kompensator (in class 12)	United States	Registered	8/24/1971	919,172
Filed	The Holland Group	TM	T-303	Holland Hitch Company	Mov-On	United States	Registered	2/29/1972	929,914
Filed	The Holland Group	TM	T-307	Holland Hitch Company	HOLLAND KOMPENSATOR	United States	Registered	6/20/1978	1,083,729
Filed	The Holland Group	TM	T-310	Holland Hitch Company	OLYMPIX	United States	Registered	11/26/1985	1,372,400
Filed	The Holland Group	TM	T-316	Holland Hitch Company	GOLD LINE (with design)	United States	Registered	7/30/1996	1,989,988
Filed	The Holland Group	TM	T-321	Holland Hitch Company	Holland Logo	United States	Registered	11/14/2000	2,403,566
Filed	The Holland Group	TM	T-322	Holland Hitch Company	LowLube	United States	Registered	9/5/2000	2,383,441
Filed	The Holland Group	TM	T-331	Holland Neway International, Inc.	EZ-ALIGN	United States	Registered	3/17/1998	2,145,432

RECORDED: 01/13/2004

TRADEMARK  
REEL: 002896 FRAME: 0578