

01-15-2004



3G1810 V1 S2

To the Honorable, Commissioner of

ed original documents or copy thereof.

1. Name of conveying party(ies):
The Holland Group, Inc.
467 Ottawa Avenue
PO Box 2099
Holland, MI 49422

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)
- General Partnership
- Corporation-State **Michigan**
- Other
- Association
- Limited Partnership

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

- 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

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

Execution Date: **December 22, 2003**

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 00000325 78176978
Name of Person Signing

Donna L. Brooks
Signature

1-7-04
Date

01 FC:8521
02 FC:8522

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

Mail documents to be recorded with required cover sheet information to:
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 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

1,332,870
1,322,038

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Trademark Security Agreement**”) is made and entered into as of December 22, 2003 by and among **THE HOLLAND GROUP, INC.**, a Michigan corporation (the “**Company**”), **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 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 Company and the Purchasers have entered into that certain Security Agreement as of even date herewith (as the same may be amended, supplemented and modified from time to time, the “**Security Agreement**”) pursuant to which the Company pledged as collateral all of the company’s assets, tangible and intangible, in order to secure the performance of the Company’s obligations under the Purchase Agreement and the other Financing Documents (as defined in the Purchase Agreement); and

WHEREAS, the Purchasers are requiring that the Company and execute and deliver this Trademark Security Agreement to further the purposes of the 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 Company 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 Company: (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 Company 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 Company hereby grants to each Purchaser a continuing security interest in all of the Company'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 Company 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. SECURITY AGREEMENT. The security interests granted by the Company pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to each Purchaser pursuant to the Security Agreement. The Company 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 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 Company 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.

By: *Richard W. Muzzy*
Name: Richard W. Muzzy
Title: President

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

Transfer Status	Name of Party	Priority	Attorney File No.	Owner/Registered	Name/Title	Country	IP Status	Date Filed/Registered	Serial No.
Pending		TM	71409-0002	Euro-Hitch GmbH	Euro-Hitch	EU (CTM)	Registered	2/12/2002	1950609
Pending		TM	71409-0004	Euro-Hitch GmbH	Euro-Hitch	Germany	Registered	12/10/1998	39866786.6
Pending		TM	71409-0001	Euro-Hitch GmbH	Euro-Hitch Weightsaver	Germany	Registered	12/10/1998	39866785.8
Pending		TM	T-308	Holland Equipment Ltd	Aer Way	United States	Registered	4/30/1985	1,332,870
Pending		TM	T-309	Holland Equipment Ltd	TRUCK MASTER	United States	Registered	2/26/1985	1,322,038
Pending		TM	71409-0005	Holland International, Inc.	Euro-Hitch Weightsaver	Germany	Registered	12/10/1998	39866785
Pending		TM	71409-0003	Holland International, Inc.	Holland Euro-Hitch and Design	EU (CTM)	Registered	9/17/2001	1,851,062
No Transfer		TM	FT-353EU	The Holland Group, Inc.	HOLLAND AND DESIGN (OVAL)	EPC	Pending	10/15/2001	2409654
No Transfer		TM	71391-0021	The Holland Group, Inc.	NEWAY	Brazil	Pending	10/15/2001	824108051
No Transfer		TM	71391-0009	The Holland Group, Inc.	HOLLAND AND DESIGN (OVAL)	Brazil	Pending	1/30/2002	824347293
No Transfer		TM	T-324	The Holland Group, Inc.	ELI - Electronic Lock Indicator	U.S.	Pending	10/22/2002	78176,978
No Transfer		TM	T-333	The Holland Group, Inc.	HOLLAND	United States	Registered	6/11/2002	2,578,900
No Transfer		SM	T-326	The Holland Group, Inc.	Go the Distance	United States	Registered	9/18/2001	2,490,357

Exhibit I - Trademarks for The Holland Group, Inc. (Supplement)

NEWAY	Singapore	Registered	10/16/1986	82573
NEWAY	Spain	Registered	1/22/1985	451452
NEWAY	Australia	Registered	8/10/1979	A336391
NEWAY	Benelux	Registered	4/15/1964	61 071
NEWAY	Canada	Registered	4/2/1965	139,745
EZ-ALIGN	Columbia	Registered	7/12/1987	100267
EZ-ALIGN	Canada	Registered	7/27/1999	513,286
MISCELLANEOUS DESIGN	EU (CTM)	Registered	12/17/1998	412,692
NEWLITE	United States	Registered	11/25/1986	1,418,359
NEWAY	United States	Registered	1/19/1999	2,219,690
NEWLITE	United States	Registered	9/27/1960	704,885
NEWLITE	Australia	Registered	8/12/1997	741166
V-STEER	Canada	Registered	4/12/2000	526,553
V-LOK	United States	Registered	6/22/1999	2,255,393
NEWELD	United States	Registered	10/24/2000	2,398,386
NEWAY	United States	Registered	1/16/2001	2,421,780
NEWAY	China	Registered	4/14/2000	1385318
NEWAY	India	Pending	2/9/1999	840512
VPAC	EU (CTM)	Registered	4/20/2000	1,054,220
IPAC	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
IPAC	Mexico	Registered	11/25/1999	633,800
IPAC	Argentina	Registered	12/29/2000	1814801
IPAC	Australia	Registered	7/22/1999	801147
V-STEER II	Mexico	Registered	11/25/1999	633,799
NEWAY (STYLIZED)	United States	Registered	4/24/2001	2,445,822
NEWAY (STYLIZED)	United States	Registered	11/28/2000	2,408,485
HOLLAND NEWAY And Design	China	Registered	1/6/2002	1693861
HOLLAND NEWAY	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
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

The Holland Group Confidential
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HUSA Trademarks

Exhibit I - Trademarks for The Holland Group, Inc. (Supplement)

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
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

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RECORDED: 01/13/2004

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FROM

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