

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPH Crane and Hoist, Inc.		05/19/2004	CORPORATION:

RECEIVING PARTY DATA	
Name:	U.S. Bank National Association
Street Address:	800 Nicollet Mall
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55492
Entity Type:	national banking association:

PROPERTY NUMBERS Total: 7		
Property Type	Number	Word Mark
Registration Number:	777582	PULL-A-HOIST
Registration Number:	643231	HEVI-LIFT
Registration Number:	642304	ZIP-LIFT
Registration Number:	848532	ELECTROTORQUE
Registration Number:	1123604	FEATURBILT
Registration Number:	1566954	SMARTORQUE
Registration Number:	1361467	ENCORE

CORRESPONDENCE DATA	
Fax Number:	(651)338-3857
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	612-338-0115
Email:	glendal@fwhlaw.com
Correspondent Name:	Glenda M. Lipp
Address Line 1:	800 LaSalle Avenue, Suite 1900
Address Line 4:	Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Glenda M. Lipp
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OP \$190.00 777582

**Total Attachments: 29**

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**NOTICE OF SECURITY INTEREST IN U. S. TRADEMARKS**

United States Patent and Trademark Office:

Please be advised that pursuant to a Trademark Collateral Assignment dated as of May 19, 2004 (the "Security Agreement") by MHE TECHNOLOGIES, INC., a Delaware corporation having a place of business at 315 West Forest Hill Avenue, Oak Creek, Wisconsin 53154 ("Grantor") for the benefit of U. S. Bank National Association, a national banking association have a place of business U.S. Bancorp Center, 800 Nicollet Mall, Minneapolis, Minnesota 55402 ("Secured Party"), Grantor has granted to Secured Party a continuing security interest in, and a continuing lien upon, all of the trademarks and trademark applications described below:

**TRADEMARKS**

See Part I of Exhibit A attached hereto and incorporated herein by reference.

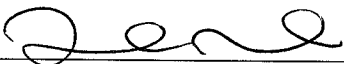
**TRADEMARK APPLICATIONS**

See Part II of Exhibit A attached hereto and incorporated herein by reference.

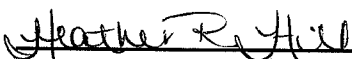
Secured Party's security interest in the described trademark and trademark applications can be terminated only in accordance with the terms of the Security Agreement.

Very truly yours,

MHE TECHNOLOGIES, INC.

By:   
Name: DONALD R MCLAMB  
Its: PRESIDENT

Subscribed and sworn to before me  
this 16 day of July, 2004.

  
Notary Public

HEATHER R. HILL  
NOTARY PUBLIC - DELAWARE  
My Commission Expires Dec. 21, 2006

EXHIBIT A

TRADEMARKS AND TRADEMARKS APPLICATIONS

PART I. TRADEMARKS

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
Pull-A-Hoist	777582	9/22/1964
Hevi-Lift	643231	3/26/1957
Zip-Lift	642304	3/5/1957
Electrotorque	848532	5/7/1968
Featurbilt	1123604	8/7/1979
Smartorque	1566954	11/21/1989
Encore	1361467	9/24/1985

PART II. TRADEMARK APPLICATIONS

## TRADEMARK COLLATERAL ASSIGNMENT

This TRADEMARK COLLATERAL ASSIGNMENT is made and entered into as of May 19, 2004 by SPH CRANE AND HOIST, INC., a Delaware corporation ("Borrower"), MHE TECHNOLOGIES, INC., a Delaware corporation ("MHE") and those Affiliates of the Borrower that are parties hereto, as indicated on the signature pages hereof, and/or that become parties hereto in the manner provided in Section 10 hereof, and each of them, jointly and severally, as GRANTORS (each a "Grantor", and collectively "Grantors"), in favor of U. S. BANK NATIONAL ASSOCIATION, as Secured Party ("Secured Party"), with reference to the following facts:

### RECITALS

A. Pursuant to the Financing Agreement dated as of May 19, 2004 by and between Borrower and Secured Party (as such agreement may from time to time be amended, extended, renewed, supplemented or otherwise modified, the "Credit Agreement"), the Secured Party has agreed to extend certain credit facilities to Borrower.

B. The Credit Agreement provides, as a condition of the availability of such credit facilities, that Grantors shall enter into this Assignment and shall grant security interests to Secured Party as herein provided.

C. Each Grantor expects to realize direct and indirect benefits as a result of the availability of the aforementioned credit facilities.

### AGREEMENT

NOW, THEREFORE, in order to induce the Secured Party to extend the aforementioned credit facilities to Borrower, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantors hereby jointly and severally represent, warrant, covenant and agree as follows:

1. Definitions. This Assignment is one of the Trademark Security Agreements referred to in the Credit Agreement. Terms defined in the Credit Agreement and not otherwise defined in this Assignment shall have the meanings defined for those terms in the Credit Agreement. As used in this Assignment, the following terms shall have the meanings respectively set forth after each:

"Assignment" means this Trademark Collateral Assignment, and any extensions, modifications, renewals, restatements, supplements or amendments hereof, *including*, without limitation, any documents or agreements by which additional Grantors become party hereto.

"Collateral" means and includes all of the following: (a) all of Grantors' now existing or hereafter acquired right, title and interest in and to: (i) all of Grantors' interest in any trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office ("USPTO") or in any similar office or agency

of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Schedule 1 hereto, together with all rights and privileges arising under applicable law with respect to Grantors' use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions and renewals thereof (all of the foregoing being collectively referred to herein as "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Grantors against third parties for past or future infringement of the Trademarks;

"Grantors" has the meaning provided in the preamble hereto.

"Secured Obligations" means the Obligations.

"Secured Party" has the meaning provided in the preamble hereto.

2. Incorporation of Representations, Warranties, Covenants and Other Provisions of Loan Documents. This Assignment is one of the "Loan Documents" referred to in the Credit Agreement. All representations, warranties, affirmative and negative covenants and other provisions contained in any Loan Document that are applicable to Loan Documents generally are fully applicable to this Assignment and are incorporated herein by this reference as though fully set forth in full.

3. Assignment. For valuable consideration, Grantors and each of them hereby jointly and severally grant a security interest in, assign and convey to Secured Party, to secure the prompt and indefeasible payment and performance of the Secured Obligations, and each of them, all of the presently existing and hereafter acquired Collateral. This Assignment is a continuing and irrevocable agreement and all the rights, powers, privileges and remedies hereunder shall apply to any and all Secured Obligations.

4. Representations, Warranties and Covenants. Grantors, and each of them, represent, warrant and agree that:

(a) All of the existing Collateral is, to the best of Grantors' knowledge, valid and subsisting in full force and effect, and Grantors owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Grantors will, at their expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, *including*, without limitation, the filing of any renewal affidavits

and applications provided that with the prior written consent of Secured Party, which consent shall not be unreasonably withheld, Grantors may abandon any Trademark or Trademark application which in Grantors' reasonable judgment is not material and has minimal or no continuing value to Grantors' business operations.

(b) The Collateral is free and clear of any Lien, claim, mortgage, assignment or license of any nature whatsoever, whether recorded or unrecorded, *except* (i) provided in favor of Secured Party, (ii) non-exclusive licenses granted by a Grantor in favor another Affiliate of the Borrower or (iii) Permitted Liens.

(c) As of the date hereof, none of Grantors or their Affiliates has any Trademarks registered, or subject to pending applications, with the USPTO Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Schedule 1 and has not granted any licenses with respect thereto other than as set forth in Schedule 2 hereto except for non-exclusive licenses granted by a Grantor in favor another Affiliate of the Borrower.

(d) Grantors shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, grant an exclusive or nonexclusive license or sublicense relating thereto, or otherwise dispose of any of the Collateral, except as permitted herein or in the Credit Agreement, without the prior written consent of Secured Party. Nothing in this Assignment shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder or under the Credit Agreement.

(e) In the event that any Grantor shall file any application for the registration of a Trademark with the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, Grantor shall provide Secured Party with written notice of such action as soon as practicable but in no event later than thirty (30) days after such action. If, after the date hereof, Grantor shall (i) obtain any trademark or trade name or apply for such registration in the USPTO or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registrations used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 3 hereof shall automatically apply thereto. Each Grantor authorizes Secured Party to modify this Assignment by amending Schedule 1 to include as additional Collateral any new Trademark of any Grantor obtained hereafter from the USPTO, any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country; and each Grantor shall, upon request of Secured Party from time to time, each Grantor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers that are necessary or reasonably desirable to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(f) No Grantor has abandoned any of the Trademarks and, except as expressly permitted by Section 4(a) hereof, no Grantor will do any act, or omit to do any act, whereby any material Trademark may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable. Grantors shall notify Secured Party immediately in writing if Grantors know or have reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided or avoidable.

(g) Grantors will render any assistance, as Secured Party may determine is necessary, to Secured Party in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, or any State therein, or any other country, to maintain the Trademarks as Grantors' property and protect Secured Party's security interest therein.

(h) Grantors retain all responsibility and liability arising from the use of the Trademarks, and each Grantor hereby indemnifies and holds the Secured Party harmless from and against any claim, suit, loss, damage, or expense (*including* Attorneys' Fees) arising out of any alleged defect in any product manufactured, promoted, or sold by any Grantor (or any Affiliate thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, or advertisement of any such product by any Grantor or any Affiliate of Borrower. The foregoing indemnity shall survive the payment of the Secured Obligations and the termination of the Credit Agreement.

(i) The execution, delivery and performance of this Assignment are within the power of Grantors and have been duly authorized by all necessary corporate or other entity action and to the best of each Grantor's knowledge do not contravene any law, rule, regulation or any judgment, decree or order of any tribunal or of any agreement to which any Grantor is a party or by which any of its property is bound.

(j) To the best of Grantors' knowledge, no material infringement or unauthorized use is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. There has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or part nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which any Grantor is a party. Grantors shall promptly notify Secured Party if Grantors (or any Affiliate of Borrower) thereof) learns of any use by any person of any term or design which infringes upon any Trademark in any material respect or is likely to cause confusion with any Trademark in any material respect and sue for and diligently pursue damages for such infringement if such infringement could reasonably be expected to constitute a Material Adverse Effect; otherwise Grantors shall not be required to institute any such actions, and may do so in their own discretion. If any Grantor shall fail to take such action within one (1) month after such notice is given to Secured Party, Secured Party may, but shall not be required to, itself take such action in the name of any or all Grantors, and each Grantor hereby appoints Secured Party the true and lawful attorney of



Grantors, for them and in their name, place and stead, on behalf of Grantors, to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to Grantors, net of costs and Attorneys' Fees, to be applied to the Secured Obligations.

(k) Each Grantor shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance satisfactory to Secured Party, relating to the creation, validity, or perfection of the security interests provided for in this Assignment as Secured Party may from time to time reasonably request, and shall take all such other action as the Secured Party may reasonably require to more completely vest in and assure to Secured Party its rights hereunder or its security interest in any of the Collateral, and each Grantor hereby irrevocably authorizes Secured Party or its designee, at such Grantor's expense, to execute such documents, and file such financing statements with respect thereto with or without such Grantor's signature, as Secured Party may reasonably deem appropriate. In the event that any recording or refile (or the filing of any statement of continuation or assignment of any financing statement) or any other action, is required at any time to protect and preserve such security interest, Grantors shall, at their sole cost and expense, cause the same to be done or taken at such time as may be reasonably requested by Secured Party. Each Grantor further authorizes Secured Party to have this or any other security agreement recorded or filed with the USPTO or other appropriate federal governmental office.

(l) Secured Party is hereby irrevocably appointed by each Grantor as its lawful attorney and agent, with full power of substitution to execute and deliver on behalf of and in the name of any or all Grantors, such financing statements, assignments, pledges and other documents and agreements, and to take such other action as Secured Party may deem necessary for the purpose of perfecting, protecting or effecting the security interests granted herein and effected hereby, and any mortgages or Liens necessary or desirable to implement or effectuate the same, under any applicable law, and Secured Party is hereby authorized to file on behalf of and in the name of any or all Grantors, at Grantors' sole expense, such financing statements, assignments, pledges and other documents in any appropriate governmental office. In addition Grantors, shall, concurrently with the execution and delivery of this Assignment, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit B annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(m) Secured Party may, in its sole discretion, pay any amount, or do any act which Grantors fail to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record, amend, or enforce the Secured Obligations, the Collateral, or the security interest granted hereunder, *including*, without limitation, all filing or recording fees, court costs, collection charges, and Attorneys' Fees. Grantors will be liable to Secured Party for any such payment, which payment shall be deemed an advance by the Secured Party to Grantors, shall be payable on demand, together with interest at the Default Rate then applicable to the Secured Obligations under the Credit Agreement, and shall be part of the Secured Obligations.

5. Inspection. At all reasonable times on reasonable prior notice, each Grantor hereby grants to Secured Party and its representatives the right to inspect such Grantor's properties wherein the Trademarks are used and the products and records relating thereto.

6. Rights and Remedies Upon Event of Default. Upon the occurrence and during the continuance of any Event of Default under the Credit Agreement, and at any time thereafter, in addition to all other rights and remedies of Secured Party, whether provided under Law, the Credit Agreement or otherwise, Secured Party shall have the following rights and remedies, which may be exercised without notice to, or consent by, any Grantor, except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither any Grantor nor any Affiliate of Borrower make any use of the Trademarks or other marks similar thereto for any purpose whatsoever. Secured Party may use any of the Trademarks for the sale of goods, completion of work in process, or rendering of services in connection with enforcing any security interest granted to Secured Party by Grantors or any Affiliate of any Grantor.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions and in such manner, as Secured Party shall, in its sole discretion, deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or nonexclusive basis throughout all or part of the United States of America, its territories or possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of or otherwise enforce its security interest in the Collateral, or any part thereof, either with or without special conditions or stipulations, and take all actions permitted by law in connection with such enforcement, *except* that Secured Party agrees to provide Grantors with five (5) days' prior written notice of any proposed disposition of the Collateral. The requirement of sending notice conclusively shall be met if such notice is mailed, first class mail, postage prepaid, to the Grantor owning the same. Such notice of disposition shall be deemed reasonable notice thereof and each Grantor expressly waives any right to receive notice of any public or private sale of any Collateral or other security for the Secured Obligations *except* as expressly provided in this Section 6(c). Subject to compliance with the requirements of any applicable law, Secured Party shall have the power to (i) buy the Collateral, or any part thereof, and (ii) execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper in connection with such assignment, sale, disposition or enforcement of the Collateral. In any such event, Grantors shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to Section 6(c) hereof, Secured Party may, at any time, execute and deliver, on behalf of Grantors, and each of them, pursuant to the authority granted in powers of attorney, one or more instruments of assignment of the Trademarks (or any application, registration or recording relating thereto), in form suitable for filing, recording, or registration. Grantors agree to pay Secured Party, on

demand, all costs incurred in any such transfer of the Collateral, *including*, without limitation, any taxes, fees, and Attorneys' Fees.

(e) Secured Party may first apply the proceeds actually received from any such use, assignment, sale, or other disposition of Collateral first to all costs and expenses of such sale including Attorneys' Fees and other costs and expenses, and second to the payment of all Obligations in the manner and order determined by Secured Party in its discretion. Grantors shall remain liable to Secured Party for any expenses or Secured Obligations remaining unpaid after the application of such proceeds, and Grantors will pay Secured Party, on demand, any such unpaid amount, together with interest at the Default Rate set forth in the Credit Agreement.

(f) In connection with any such license, use, assignment, sale, or other disposition of Collateral (or any part thereof), Grantors shall supply to Secured Party, or Secured Party's designee, Grantors' knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Grantors' customer lists and other records relating to the Trademarks and the distribution hereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, the Credit Agreement, this Assignment, or otherwise shall be cumulative, and none is exclusive of any right or remedy otherwise provided herein or in any of the other Loan Documents, at law or in equity. Such rights and remedies may be enforced alternatively, successively, or concurrently.

#### 7. Certain Waivers.

(a) Each Grantor hereby waives any and all rights that it may have to a judicial hearing, if any, in advance of the enforcement of any of Secured Party's rights hereunder, *including*, without limitation, its rights following any Event of Default to take immediate possession of the Collateral and exercise its rights with respect thereto.

(b) Secured Party shall not be required to marshal any present or future security for (*including*, without limitation, this Assignment and the Collateral subject to a security interest hereunder), or guaranties of, the Secured Obligations or any of them, or to resort to such security or guaranties in any particular order. Each Grantor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of Secured Party's rights under this Assignment or any other instrument evidencing any of the Secured Obligations or by which any of such Secured Obligations is secured or guaranteed, and each Grantor hereby irrevocably waives the benefits of all such Laws.

(c) *Except* for notices specifically provided for herein, each Grantor hereby expressly waives demand, notice, protest, notice of acceptance of this Assignment, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to Secured Obligations and any collateral therefor, each Grantor assents to any extension or postponement of the time of payment or any other indulgence, to any

substitution, of any Person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as Secured Party may deem advisable. Secured Party shall have no duty as to the protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto *except* as otherwise required by Law. Secured Party may exercise its rights with respect to the Collateral without resorting or regard to other collateral or sources of reimbursement for liability. Secured Party shall not be deemed to have waived any of its rights upon or under the Credit Agreement or the Collateral unless such waiver be in writing and signed by the Secured Party. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of the Secured Party under the Credit Agreement or on the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

(d) Secured Party shall not have liability to any Grantor (whether in tort, contract, equity or otherwise) for losses suffered by any Grantor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Assignment, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence, bad faith or willful misconduct. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Assignment and the other Loan Documents.

8. Costs and Expenses.

(a) (i) Grantors will reimburse for all reasonable out-of-pocket costs and expenses incurred by the Agents in implementing or subsequently amending this Assignment, *including*, without limitation, recording and filing fees, appraisal fees, stamp taxes, and Attorneys' Fees in connection with this Assignment, (ii) Grantors will pay or reimburse for all their costs and expenses incurred in connection with and in the enforcement of this Assignment.

(b) Grantors agree to reimburse Secured Party for and indemnify it against, any and all losses, expenses and liabilities (*including* liabilities for penalties) of whatever kind or nature sustained and reasonably incurred in connection with any claim, demand, suit or legal or arbitration proceeding relating to this Assignment, or the exercise of any rights or powers hereunder, *including* Attorneys' Fees.

9. Continuing Effect. This Assignment shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to

applicable law, rescinded or reduced in amount or must otherwise be restored or returned by Secured Party or any Lender, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment or any part thereof is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

10. Additional Grantors. The initial Grantors hereunder shall be the Borrower, MHE and the Affiliates of the Borrower, if any, as are signatories hereto. From time to time following the Closing Date, additional Affiliates of Borrower may become parties hereto as required by the Credit Agreement, as additional Grantors, by executing and delivering to Secured Party an Instrument of Joinder substantially in the form of Exhibit A, accompanied by such documentation as Secured Party may require in connection therewith, wherein such additional Grantors agree to become a party hereto and to be bound hereby. Upon delivery of such Instrument of Joinder to and acceptance thereof by Secured Party, notice of which acceptance is hereby waived by Grantors, each such additional Grantor shall be as fully a party hereto as if such Grantor were an original signatory hereof. Each Grantor expressly agrees that its Secured Obligations and the Liens upon its property granted herein shall not be affected or diminished by the addition or release of additional Grantors hereunder, nor by any election of Secured Party not to cause any Subsidiary of Borrower to become an additional Grantor hereunder. This Assignment shall be fully effective as to any Grantor who is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

11. Release of Grantors. This Assignment and all Secured Obligations of Grantors hereunder shall be released when (i) all Secured Obligations (other than contingent indemnity obligations) have been paid in full in cash or otherwise performed in full and when no portion of the Commitment remains outstanding. This Assignment and Secured Obligations of Grantors with respect to any item or portion of Collateral shall be released when such item or portion of Collateral is sold or to be sold as part of or in connection with any disposition permitted under the Credit Agreement or under any other Loan Document. Upon such release of Grantors' Secured Obligations hereunder, Secured Party shall promptly return any Collateral to Grantors, or to the Person or Persons legally entitled thereto, and shall endorse, execute, deliver, record and file all instruments and documents, and do all other acts and things, reasonably required for the return of the Collateral to Grantors, or to the Person or Persons legally entitled thereto, and to evidence or document the release of Secured Party's interests arising under this Assignment, all as reasonably requested by, and at the sole expense of, Grantors.

12. Additional Powers and Authorization. Secured Party shall be entitled to the benefits accruing to it as Secured Party under the Credit Agreement and the other Loan Documents. Notwithstanding anything contained herein to the contrary, Secured Party may employ agents, trustees, or attorneys-in-fact and may vest any of them with any Property (*including*, without limitation, any Collateral assigned hereunder), title, right or power deemed necessary for the purposes of such appointment.

13. Miscellaneous.

(a) This Assignment shall not be amended, modified, supplemented, extended, terminated or waived (explicitly or by implication) *except* by a written instrument duly executed and delivered by Secured Party and Grantors (or in such other manner as may be permitted by the terms of the Credit Agreement). Grantors and Secured Party may from time to time agree in writing to the release of certain of the Collateral from the security interest created hereby.

(b) This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement.

(c) This Assignment and all rights and obligations hereunder shall be governed by, and shall be construed and enforced in accordance with the Laws of the United States, and, to the extent that the laws of the United States are not applicable, by the by the internal laws of the State of Minnesota (without regard to Minnesota conflicts of law principles) except to the extent that, by reason of mandatory provisions of law, the perfection of Secured Party's Lien in any Collateral is governed by the conflicts of law rules of any other state of the United States of America, in which event such mandatory provisions of law shall govern.

(d) Any notice, certificate, request, notification and other communication required, permitted or contemplated hereunder must be in writing and given in accordance with the Financing Agreement except that if Grantor is not the Borrower, then the address and telecopy (fax) number for Grantor is set forth on the signature page hereto.

(e) If any term or provision of this Assignment conflicts with any term or provision of the Credit Agreement, the term or provision of the Credit Agreement shall control. If any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Assignment.

14. WAIVER OF JURY TRIAL. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR SECURED PARTY TO ENTER INTO THIS ASSIGNMENT AND EXTEND CREDIT TO BORROWER, EACH GRANTOR AND SECURED PARTY EACH WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS ASSIGNMENT OR THE CONDUCT OF THE RELATIONSHIP BETWEEN SECURED PARTY AND ANY GRANTOR.

15. WAIVER OF JURISDICTION. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR SECURED PARTY TO ENTER INTO THIS AGREEMENT AND EXTEND CREDIT TO BORROWER, GRANTORS AND SECURED PARTY AGREE THAT ANY ACTION, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT, ITS VALIDITY OR PERFORMANCE AND WITHOUT LIMITATION ON THE ABILITY OF SECURED PARTY, ITS SUCCESSORS AND ASSIGNS, TO INITIATE AND PROSECUTE IN ANY APPLICABLE JURISDICTION ACTIONS RELATED TO THE REPAYMENT AND COLLECTION OF THE OBLIGATIONS AND THE EXERCISE OF ALL OF SECURED PARTY'S RIGHTS AGAINST GRANTORS WITH RESPECT THERETO AND ANY SECURITY OR PROPERTY OF GRANTORS, INCLUDING DISPOSITIONS OF

THE COLLATERAL, SHALL BE INITIATED AND PROSECUTED AS TO ALL PARTIES AND THEIR SUCCESSORS AND ASSIGNS AT MINNEAPOLIS, MINNESOTA. SECURED PARTY AND GRANTORS EACH CONSENTS TO AND SUBMITS TO THE EXERCISE OF JURISDICTION OVER ITS PERSON BY ANY COURT SITUATED AT MINNEAPOLIS, MINNESOTA OR ANY COURT SITUTATED IN ANY OTHER APPLICABLE JURISDICTION SELECTED BY SECURED PARTY HAVING JURISDICTION OVER THE SUBJECT MATTER, AND CONSENTS THAT ALL SERVICE OF PROCESS BE MADE BY CERTIFIED MAIL DIRECTED TO GRANTORS AT THEIR ADDRESS SET FORTH ON THE SIGNATURE PAGE HERETO AND TO SECURED PARTY AT ITS ADDRESS SET FORTH IN THE FINANCING AGREEMENT OR AS OTHERWISE PROVIDED UNDER THE LAWS OF THE STATE OF MINNESOTA OR THE APPLICABLE JURISDICTION. GRANTOR WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER, AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has executed this Assignment by its duly authorized officer as of the date first written above.

“Grantors”

Address for all Grantors:  
315 W. Forest Hill Avenue  
Oak Creek, WI 53154  
Attention: Mr. Fran Kelch  
Chief Financial Officer

SPH CRANE & HOIST, INC. a Delaware corporation

By: *Francis D. Kelch*  
Name: Francis D. Kelch  
Title: Vice President

MHE TECHNOLOGIES, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND AGREED TO AS OF  
THE DATE FIRST ABOVE WRITTEN:

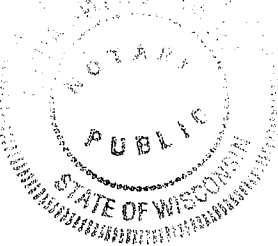
“Secured Party”  
U. S. BANK NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN         )  
  )  
COUNTY OF MILWAUKEE         )

The foregoing was acknowledged before me this 17th day of May, 2004, by Francis D. Kelch the Vice Pres. of SPH Crane & Hoist, Inc., a Delaware corporation, on behalf of the corporation.

*Linda Swendrowski*  
Notary Public





IN WITNESS WHEREOF, each Grantor has executed this Assignment by its duly authorized officer as of the date first written above.

"Grantors"

Address for all Grantors:  
315 W. Forest Hill Avenue  
Oak Creek, WI 53154  
Attention: Mr. Fran Kelch  
Chief Financial Officer

SPH CRANE & HOIST, INC. a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MHE TECHNOLOGIES, INC.,  
a Delaware corporation

By:   
Name: DONALD R. McLAMB  
Title: PRESIDENT

ACCEPTED AND AGREED TO AS OF  
THE DATE FIRST ABOVE WRITTEN:

"Secured Party"  
U. S. BANK NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN                    )  
  )  
COUNTY OF \_\_\_\_\_                    )

The foregoing was acknowledged before me this \_\_\_\_\_ day of May, 2004, by \_\_\_\_\_ the \_\_\_\_\_ of SPH Crane & Hoist, Inc., a Delaware corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

STATE OF ~~WISCONSIN~~ Delaware  
COUNTY OF New Castle

The foregoing was acknowledged before me this 17 day of May, 2004, by Donald McLamb the PRESIDENT of MHE Technologies, Inc., a Delaware corporation, on behalf of the corporation.

Sonja Allen Bevan  
Notary Public

**SONJA ALLEN BEVAN**  
**NOTARY PUBLIC-DELAWARE**  
**My Commission Expires May 30, 2004**

IN WITNESS WHEREOF, each Grantor has executed this Assignment by its duly authorized officer as of the date first written above.

“Grantors”

Address for all Grantors:  
315 W. Forest Hill Avenue  
Oak Creek, WI 53154  
Attention: Mr. Fran Kelch  
Chief Financial Officer

SPH CRANE & HOIST, INC. a Delaware corporation


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MHE TECHNOLOGIES, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND AGREED TO AS OF  
THE DATE FIRST ABOVE WRITTEN:

“Secured Party”  
U. S. BANK NATIONAL ASSOCIATION

By:   
Name: DERRICK JOHNSON  
Title: Vice President

STATE OF WISCONSIN )  
 )  
COUNTY OF \_\_\_\_\_ )

The foregoing was acknowledged before me this \_\_\_\_\_ day of May, 2004, by \_\_\_\_\_ the \_\_\_\_\_ of SPH Crane & Hoist, Inc., a Delaware corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

SCHEDULE 1

Existing Trademarks

<u>Grantor</u>	<u>Mark</u>	<u>Class</u>	<u>Registration Number</u>	<u>Registration Date</u>
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Existing Trademark Applications

<u>Grantor</u>	<u>Mark</u>	<u>Class</u>	<u>Application Number</u>	<u>Filing Date</u>
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SEE EXHIBIT A (USPTO) and  
EXHIBIT A (CANADIAN)  
ATTACHED HERETO

## EXHIBIT A

TRADEMARKS AND TRADEMARKS APPLICATIONSPART I. TRADEMARKS

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
Pull-A-Hoist	777582	9/22/1964
Hevi-Lift	643231	3/26/1957
Zip-Lift	642304	3/5/1957
Electrotorque	848532	5/7/1968
Featurbilt	1123604	8/7/1979
Smartorque	1566954	11/21/1989
Encore	1361467	9/24/1985

PART II. TRADEMARK APPLICATIONS

## EXHIBIT A

TRADEMARKS AND TRADEMARKS APPLICATIONSPART I. TRADEMARKS

<b>TRADEMARK DESCRIPTION</b>	<b>TRADEMARK REGISTRATION NUMBER</b>	<b>DATE OF REGISTRATION</b>
Hevi-Lift	114765	7/24/1959
Morris	56291	9/1/1957
Zip II	241969	3/28/1980
Zip-Lift	112183	11/14/1958
Morris Material Handling & Design	524302	3/6/2000
Overhead Crane Service & Design	490325	2/20/1998

PART II. TRADEMARK APPLICATIONS

SCHEDULE 2

Existing Trademark Licenses

EXHIBIT A  
TO  
TRADEMARK COLLATERAL ASSIGNMENT

INSTRUMENT OF JOINDER

THIS INSTRUMENT OF JOINDER ("Joinder") is executed as of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, a \_\_\_\_\_ ("Joining Party"), and delivered to U. S. Bank National Association Inc., as Secured Party ("Secured Party"), pursuant to the Trademark Collateral Assignment dated as of May \_\_\_\_, 2004 made by SPH CRANE AND HOIST, INC., a Delaware corporation ("Borrower"), MHE Technologies, Inc., a Delaware corporation ("MHE"), and each of the other Grantors party thereto (each a "Grantor" and collectively the "Grantors") in favor of the Secured Party (the "Trademark Assignment"). Terms used but not defined in this Joinder shall have the meanings defined for those terms in the Trademark Assignment.

RECITALS

- (a) The Trademark Assignment was made by the Grantors in favor of the Secured Party.
- (b) Joining Party is, or has become, an Affiliate of Borrower, and as such is required pursuant to the Credit Agreement to become a Grantor.
- (c) Joining Party expects to realize direct and indirect benefits as a result of the availability to Borrower of the credit facilities under the Credit Agreement.

NOW THEREFORE, Joining Party agrees as follows:

AGREEMENT

- (1) By this Joinder, Joining Party becomes a "Grantor" under and pursuant to Section 10 of the Trademark Assignment. Joining Party agrees that, upon its execution hereof, it will become a Grantor under the Trademark Assignment with respect to all Obligations of Borrower heretofore or hereafter incurred under the Loan Documents, and will be bound by all terms, conditions, and duties applicable to a Grantor under the Trademark Assignment.
- (2) Attached hereto as Schedule I is a complete list of all of Joining Party's Trademarks and Trademark applications as of the date hereof.
- (3) The effective date of this Joinder is \_\_\_\_\_, 20\_\_.

[Signature Pages Follow]



“Joining Party”

\_\_\_\_\_

a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGED:

U. S. BANK NATIONAL ASSOCIATION,  
as Secured Party

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SCHEDULE 1  
to Instrument of Joinder

Existing and Pending Trademarks

Name of Joining Party: \_\_\_\_\_

Existing Trademarks

Grantor	Mark	Class	Registration Number	Registration Date
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Existing Trademark Applications

Grantor	Mark	Class	Application Number	Filing Date
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EXHIBIT B  
SPECIAL POWER OF ATTORNEY

STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

KNOW ALL MEN BY THESE PRESENTS, that SPH Crane and Hoist, Inc., a Delaware corporation ("Grantor"), having an office at 315 West Forest Hill Avenue, Oak Creek, Wisconsin 53154, hereby appoints and constitutes U. S. BANK NATIONAL ASSOCIATION ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Grantor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Grantor in and to any trademarks, trademark applications and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment, dated of even date herewith, among Grantor, certain other "Grantor" parties thereto and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney being coupled with an interest, is irrevocable until all "Secured Obligations," as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

SPH Crane and Hoist, Inc., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN )  
 )  
COUNTY OF \_\_\_\_\_ )

The foregoing was acknowledged before me this \_\_\_\_\_ day of May, 2004, by \_\_\_\_\_ the \_\_\_\_\_ of SPH Crane and Hoist, Inc., a Delaware corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

SPECIAL POWER OF ATTORNEY

STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

KNOW ALL MEN BY THESE PRESENTS, that MHE Technologies, Inc., a Delaware corporation ("Grantor"), having an office at 315 West Forest Hill Avenue, Oak Creek, Wisconsin 53154, hereby appoints and constitutes U. S. BANK NATIONAL ASSOCIATION ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Grantor:

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MHE Technologies, Inc., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN )  
 )  
COUNTY OF \_\_\_\_\_ )

The foregoing was acknowledged before me this \_\_\_\_\_ day of May, 2004, by \_\_\_\_\_ the \_\_\_\_\_ of MHE Technologies, Inc., a Delaware corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public



SPECIAL POWER OF ATTORNEY

STATE OF WISCONSIN )  
 )ss  
COUNTY OF MILWAUKEE )

KNOW ALL MEN BY THESE PRESENTS, that SPH Crane and Hoist, Inc., a Delaware corporation ("Grantor"), having an office at 315 West Forest Hill Avenue, Oak Creek, Wisconsin 53154, hereby appoints and constitutes U. S. BANK NATIONAL ASSOCIATION ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Grantor:

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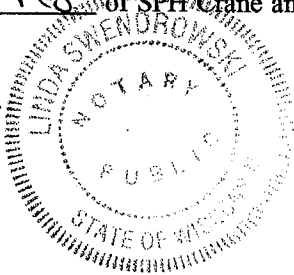
SPH Crane and Hoist, Inc., a Delaware corporation

By: *Francis D. Kelch*  
Name: Francis D. Kelch  
Title: Vice President

STATE OF WISCONSIN )  
 )  
COUNTY OF MILWAUKEE )

The foregoing was acknowledged before me this 17<sup>th</sup> day of May, 2004, by Francis D. Kelch the Vice Pres of SPH Crane and Hoist, Inc., a Delaware corporation, on behalf of the corporation.

*Linda Swendrowski*  
Notary Public



SIGNATURE PAGE-TRADEMAKR ASSIGNMENT POWER OF ATTORNEY

SPECIAL POWER OF ATTORNEY

STATE OF DELAWARE )  
 )ss  
COUNTY OF NEW CASTLE )

KNOW ALL MEN BY THESE PRESENTS, that MHE Technologies, Inc., a Delaware corporation ("Grantor"), having an office at 315 West Forest Hill Avenue, Oak Creek, Wisconsin 53154, hereby appoints and constitutes U. S. BANK NATIONAL ASSOCIATION ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Grantor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Grantor in and to any trademarks, trademark applications, and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

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This Power of Attorney is made pursuant to a Trademark Collateral Assignment, dated of even date herewith, among Grantor, certain other "Grantor" parties thereto and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney being coupled with an interest, is irrevocable until all "Secured Obligations," as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

MHE Technologies, Inc., a Delaware corporation

By: [Signature]  
Name: DONALD R. MCLAMB  
Title: PRESIDENT

STATE OF ~~WISCONSIN~~ Delaware  
COUNTY OF New Castle

The foregoing was acknowledged before me this 17 day of May, 2004, by DONALD MCLAMB the PRESIDENT of MHE Technologies, Inc., a Delaware corporation, on behalf of the corporation.

[Signature]  
Notary Public

**SONJA ALLEN BEVAN**  
**NOTARY PUBLIC-DELAWARE**  
My Commission Expires **May 30, 2004**

SIGNATURE PAGE-TRADEMARK ASSIGNMENT POWER OF ATTORNEY