
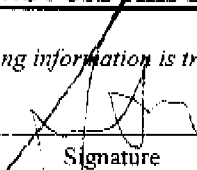


Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings: ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼		<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): <b>Holland Equipment Limited</b>  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input checked="" type="checkbox"/> Corporation - <b>Ontario</b> <input type="checkbox"/> Other  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <b>Hilco Capital LP</b> Internal Address: _____ Street Address: <b>One Northbrook Place, 5 Revere Drive</b> City: <b>Northbrook</b> State: <b>IL</b> Zip: <b>60062</b> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____  <input checked="" type="checkbox"/> Limited Partnership - <b>Delaware</b> <input type="checkbox"/> Corporation <input type="checkbox"/> Other _____  If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other  Execution Date: <b>September 28, 2004</b>					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____  Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			B. Trademark Registration No.(s) <b>1332870; 1322038</b>		
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <b>Santo Manna, Esq.</b> Internal Address: <b>Schulte Roth &amp; Zabel LLP</b>  Street Address: <b>919 Third Avenue</b>  City: <b>New York</b> State: <b>N.Y.</b> Zip: <b>10022</b>			6. Total number of applications and registrations involved: _____   7. Total fee (37 CFR 3.41)..... \$ <b>65.00</b> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number:  <b>500675 - Schulte Roth &amp; Zabel LLP /Order No. 051511/0015</b>  (Attach duplicate copy of this page if paying by deposit account)		
<b>DO NOT USE THIS SPACE</b>					
9. Statement and signature. <i>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.</i>  <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <b>Santo Manna, Esq.</b>            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: right;"> <b>November 2, 2004</b>            Date         </div> </div> <div style="text-align: right; margin-top: 5px;">         Total number of pages including cover sheet, attachments, and document: <b>5</b> </div>					

CH \$65.00 500675 1332870

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

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of September 28, 2004, by HOLLAND EQUIPMENT LIMITED, an Ontario corporation ("Grantor"), in favor of HILCO CAPITAL LP, a Delaware limited partnership, as Agent for itself and for the Lenders ("Agent").

**WITNESSETH:**

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, the Persons named therein as other Borrowers and Loan Parties, Agent and the Lenders signatory thereto from time to time (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans for the benefit of Grantor and the other Borrowers party thereto; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for itself and for Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Section 1 thereto to the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and the Lenders, a continuing first priority security interest in all of Grantor'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 Grantor 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. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on

behalf of itself and the Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

HOLLAND EQUIPMENT LIMITED, as  
Grantor

By: *Harold Matling*  
Name: HAROLD MATLING  
Title: PRESIDENT

ACCEPTED AND ACKNOWLEDGED BY:

HILCO CAPITAL LP, as Agent

By: *E. Cohen*  
Name: ERAN COHEN  
Title: SUP

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

<b>Name/Title</b>	<b>Country</b>	<b>IP Status</b>	<b>Date Filed/Registered</b>	<b>Serial No./Registration No.</b>
Aer Way	United States	Registered	4/30/1985	1,332,870
TRUCK MASTER	United States	Registered	2/26/1985	1,322,038