Form PTO-1594
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# RECORDATION FORM COVER SHEET
# TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
**Hilco Capital LP**

☐ Individual(s) ☐ Association
☐ Corporation
☒ Other – **Delaware limited partnership**

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

2. Name and address of receiving party(ies)
Name: **Silver Point Finance, LLC**
Internal Address: _____
Street Address: **600 Steamboat Road**
City: **Greenwich** State: **CT** Zip: **06830**
☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership
☒ Corporation – **Delaware limited liability company**
☐ 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: **September 28, 2004**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s)
**1332870; 1322038**

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Santo Manna, Esq.**
Internal Address: **Schulte Roth & Zabel LLP**

Street Address: **919 Third Avenue**

City: **New York** State: **N.Y.** Zip: **10022**

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:
**500675 – Schulte Roth & Zabel LLP/Order No. 051511/0015**

(Attach duplicate copy of this page if paying by deposit account)

CH $65.00 500675 1332870

**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.*

| Santo Manna, Esq. | | November 2, 2004 |
|---|---|---|
| Name of Person Signing | Signature | Date |

Total number of pages including cover sheet, attachments, and document: 7

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

9399199.1

# ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL ("Assignment"), dated as of September 28, 2004, by HILCO CAPITAL LP, a Delaware limited partnership (the "Assignor"), for the benefit of SILVER POINT FINANCE, LLC, a Delaware limited liability company (the "Assignee"), as agent for itself and for the Lenders.

## RECITALS:

WHEREAS, Holland Equipment Limited. ("Holland Equipment"), the persons named therein as other borrowers and loan parties, the lenders party thereto (the "Lenders") and the Assignor, as agent for the Lenders entered into that certain Loan and Security Agreement dated as of December 22, 2003, (as amended, supplemented, restated or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, to secure the Liabilities (as defined in the Loan Agreement), Holland Equipment entered into that certain Trademark Security Agreement, dated as of December 22, 2003 (the "Trademark Security Agreement"), in favor of Assignor, which was recorded at the United States Patent and Trademark Office on or about December 23, 2004 at Reel/Frame No. 002998/0607;

WHEREAS, pursuant to the Trademark Security Agreement, Holland Equipment created a security interest in favor of Assignor in and to the Trademark Collateral (as defined in the Trademark Security Agreement), including without limitation the following and all proceeds thereof:

(a) All of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I attached hereto;

(b) All reissues, continuations or extensions of the foregoing;.

(c) All goodwill of the business conducted 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 Holland Equipment 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.

WHEREAS, pursuant to that certain Assignment Agreement dated as of September __, 2004 , Assignor sold, assigned and transferred without recourse to Assignee all right, title and interest in, among other things, the Loan Agreement and the Trademark Security Agreement, including without limitation Assignor's security interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement) (the "Assigned Interest"), and Assignee assumed all right, title and interest in same;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, without recourse, representation or warranty, does hereby convey, sell, assign, transfer and set over unto Assignee all right, title and interest in and to the Assigned Interest.

[remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Assignor has executed this Assignment through a duly authorized officer.

HILCO CAPITAL LP

By: _____

Name: Eran Cohen

Title: SVP

STATE OF Illinois

ss.:

COUNTY OF Lake

On this 18th day of October 2004, before me personally came Eran Cohen, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the SVP of Hilco Capital LP., a Delaware limited partnership, and that he executed the foregoing instrument in the firm name of Hilco Capital LP, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Peggy Larson

OFFICIAL SEAL
PEGGY LARSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 09-14-06

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Acknowledged and Agreed:

SILVER POINT FINANCE, LLC

By: _____
Name: Jeffrey A. Gelfand
Title: Chief Financial Officer

STATE OF New York

COUNTY OF New York ss.:

On this 30 day of Sept 2004, before me personally came Jeffrey Gelfand to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the CFO of Silver Point Finance, LLC, a Delaware limited liability company, and that he executed the foregoing instrument in the firm name of Silver Point Finance, LLC, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

_____

BRIAN A. JAFMAIN
NOTARY PUBLIC, State of New York
No. 01JA6044011
Qualified in New York County
Commission Expires May 22, 2012

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**ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

**SCHEDULE I**

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

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