

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ramsey Winch Company		01/05/2005	CORPORATION: OKLAHOMA

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	38 Fountain Square Plaza, MD #109052
Internal Address:	Fifth Third Center
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1360150	RAM-LOK
Registration Number:	1362930	DOW-LOK
Registration Number:	1392955	RAMSEY
Registration Number:	1437732	RAMSEY
Registration Number:	2206070	RAMSEY PRO PLUS
Serial Number:	76612682	RAMSEY WINCH

CORRESPONDENCE DATA

Fax Number: (214)939-6100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: nealk@hughesluce.com
 Correspondent Name: Michele P. Schwartz
 Address Line 1: 1717 Main Street
 Address Line 2: Suite 2800
 Address Line 4: Dallas, TEXAS 75201

CH \$165.00 1360150

NAME OF SUBMITTER:	Michele P. Schwartz
Signature:	/Michele P. Schwartz/
Date:	01/07/2005
Total Attachments: 6 source=TM_Sec_r#page1.tif source=TM_Sec_r#page2.tif source=TM_Sec_r#page3.tif source=TM_Sec_r#page4.tif source=TM_Sec_r#page5.tif source=TM_Sec_r#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 5, 2005, by RAMSEY WINCH COMPANY, an Oklahoma corporation ("Grantor"), in favor of FIFTH THIRD BANK, an Ohio banking corporation ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, Auto Crane Company, and Ramsey Industries, Inc. (together, "Borrowers"), and Lender (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lender has agreed to make the certain financial accommodations for the benefit of Borrowers;

WHEREAS, Lender is willing to make such financial accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender that certain Security Agreement dated as of the date herewith, among Grantor and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender 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 the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender 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, trademark registrations, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, trademark license rights, other source and product or service identifiers used or associated with or appurtenant to the products, services and business of Grantor and all goodwill associated or symbolized thereby and the use thereof, including those referred to on Schedule I hereto;

(b) all renewals for the foregoing; and

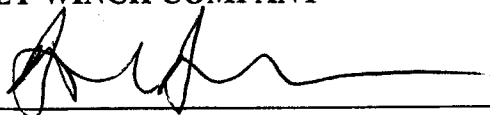
(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any trademark or any trademark licensed under any trademark license.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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.

[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.

RAMSEY WINCH COMPANY

By: 

Bruce Barron, Executive Vice President

ACCEPTED AND ACKNOWLEDGED BY:

FIFTH THIRD BANK

By: _____
Name: _____
Title: _____

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.

RAMSEY WINCH COMPANY

By: _____
Bruce Barron, Executive Vice President

ACCEPTED AND ACKNOWLEDGED BY:

FIFTH THIRD BANK

By: Mike Ehlert
Name: MIKE EHLERT
Title: VICE PRESIDENT

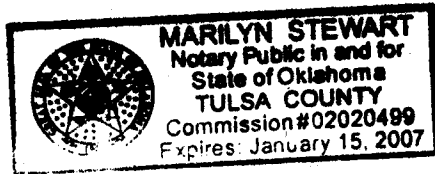
ACKNOWLEDGMENT OF GRANTOR

STATE OF Oklahoma)
)
COUNTY OF Tulsa) ss.

On this 4th day of January, 2005, before me personally appeared Bruce Barron, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Ramsey Winch Company, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Marilyn Stewart
Notary Public

{seal}



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SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Asset Type	Countries	Description/Title	Registration Number/Serial Number	Status	Owner
TRADEMARK	US	"RAM-LOK"	1,360,150		Ramsey Winch Company
TRADEMARK	US	"DOW-LOK"	1,362,930		Ramsey Winch Company
TRADEMARK	US	"RAMSEY" and design	1,392,955		Ramsey Winch Company
TRADEMARK	US	"RAMSEY"	1,437,732		Ramsey Winch Company
TRADEMARK	US	"RAMSEY PRO PLUS"	2,206,070		Ramsey Winch Company
TRADEMARK	US	"Ramsey Winch" + Swoosh design	76/612,682		Ramsey Winch Company