

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Van Dorn Demag Corporation		01/31/2005	CORPORATION: DELAWARE
Crane America Services, Inc.		01/31/2005	CORPORATION: DELAWARE
Demag Cranes & Components Corp.		01/31/2005	CORPORATION: MICHIGAN

**RECEIVING PARTY DATA**

Name:	Bayerische Hypo- Und Vereinsbank AG, London Branch
Street Address:	41 Moorgate
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2R 6PP
Entity Type:	German Bank: GERMANY

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	2537340	INTEGRA
Registration Number:	2546439	MOLDER ACTION NETWORK
Registration Number:	2654029	MOLDER ACTION NETWORK
Registration Number:	2601787	CADENCE
Registration Number:	2670399	INTELECT
Registration Number:	2582412	CALIBER
Registration Number:	2673134	INT ELECT
Serial Number:	78130495	PRAXIS
Registration Number:	1456312	PATHFINDER
Registration Number:	730370	VAN DORN
Serial Number:	78405647	DEMAG PLASTICS GROUP
Serial Number:	78405664	VAN DORN DEMAG

CH \$340.00 2537340

Registration Number:

2170931

PROTOMARK

**CORRESPONDENCE DATA**

Fax Number: (646)848-4455

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 212-848-4455

Email: jlik@shearman.com

Correspondent Name: Lowell Dashefsky

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

**DOMESTIC REPRESENTATIVE**

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

**NAME OF SUBMITTER:**

Lowell Dashefsky

**Signature:**

/Lowell Dashefsky/

**Date:**

02/10/2005

**Total Attachments: 15**

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**Intellectual Property Security Agreement**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "**IP Security Agreement**") dated January 31, 2005 is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of BAYERISCHE HYPO- UND VEREINSBANK AG, LONDON BRANCH ("**HVB**"), as security agent (in such capacity together with any successor security agent appointed pursuant to Clause 19.10 of Senior Facilities Agreement (as hereinafter defined) and Clause 18.10 of the Mezzanine Facility Agreement (as hereinafter defined), the "**Security Agent**").

**WHEREAS**, pursuant to the €840 senior facilities agreement, dated December 23, 2004, between, *inter alios*, Demag Investments S.à.r.l., a company organized under the laws of Luxembourg (the "**Parent**"), certain subsidiaries of the Parent, HVB and Commerzbank Aktiengesellschaft, as Arrangers, HVB, as Facility Agent (in such capacity, together with any successor appointed as Facility Agent under Clause 19.10 of such senior facilities agreement, the "**Senior Facility Agent**"), Security Agent, and Documentation Agent and HVB and Commerzbank Aktiengesellschaft, as Original Lenders (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "**Senior Facilities Agreement**"), the Senior Lenders have made certain commitments, subject to the terms and conditions set forth in the Senior Facilities Agreement, to extend certain credit facilities to the Senior Borrowers;

**WHEREAS**, pursuant to the €100 mezzanine facility agreement, dated December 23, 2004, between, *inter alios*, the Parent, Demag Mezz S.à.r.l., a company organized under the laws of Luxembourg (the "**Mezzanine Borrower**") certain subsidiaries of the Parent, HVB and Commerzbank Aktiengesellschaft, as Arrangers and Original Lenders and HVB, as Facility Agent (in such capacity, together with any successor appointed as Facility Agent under Clause 18.10 of such mezzanine facility agreement, the "**Mezzanine Facility Agent**"), Security Agent and Documentation Agent (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "**Mezzanine Facility Agreement**"), and together with the Senior Facilities Agreement, the "**Credit Agreements**"), the Mezzanine Lenders have made certain commitments, subject to the terms and conditions set forth in the Mezzanine Facility Agreement, to extend certain credit facilities to the Mezzanine Borrower;

**WHEREAS**, pursuant to the intercreditor agreement, dated December 23, 2004, between the Parent, certain subsidiaries of the Parent, HVB, as Senior Facility Agent, Mezzanine Facility Agent and Security Agent, the Senior Lenders, the Mezzanine Lenders and others (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**") certain of the respective rights and priorities of the Senior Finance Parties and the Mezzanine Finance Parties are regulated;

**WHEREAS**, the Grantors may from time to time enter, or may from time to time have entered into, one or more Hedging Agreements (as with one or more Senior Lenders or affiliates of Senior Lenders who have acceded to the Senior Facilities Agreement as Hedging Lenders in accordance with the terms thereof (in such capacity, collectively, "**Hedging Lenders**"), and it is desired that the obligations of the Grantors under the Hedging Agreements, including without limitation the obligation of any Grantor to make payments thereunder in the event of early termination thereof, together with all obligations of the Grantors under the other Finance Documents, be secured hereunder:

**WHEREAS**, pursuant to the Finance Documents, each Grantor has guaranteed to the Finance Parties and their respective successors, indorsees, transferees and assigns the prompt and complete payment and performance by each other Obligor when due of the Secured Obligations;

**WHEREAS**, as a condition precedent to the Credit Agreements the Grantors have granted the Security Interests and undertaken the obligations contemplated by a certain Security Agreement dated January 31, 2005 made by the Grantors to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"); and

**WHEREAS**, under the terms of the Security Agreement, Grantors have granted to the Security Agent, for the ratable benefit of the Finance Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Defined Terms. (a) Unless otherwise defined herein, terms defined in the Security Agreement and used herein shall have the meanings given to them in the Security Agreement and, unless otherwise defined herein or in the Security Agreement, terms used herein shall have the meanings (if any) given to them in the Senior Facilities Agreement or, following the Senior Discharge Date, the Mezzanine Facility Agreement.

The following terms shall have the following meanings:

**"Secured Obligations"** shall mean (a) in the case of each Borrower, its Borrower Secured Obligations and (b) in the case of each Guarantor, its Guarantor Secured Obligations.

**"Borrower Secured Obligations"** shall mean, with respect to any Borrower, the unpaid principal of and interest on the Advances owing by such Borrower, an amount equal to unpaid drawings under all Lender Guarantees issued for the account of such Borrower, an amount equal to the maximum amount that may be drawn under all Lender Guarantees issued for the account of such Borrower, an amount equal to the maximum amount outstanding or that may be drawn under the Ancillary Facilities made available to such Borrower from time to time and all other obligations and liabilities of such Borrower in its capacity as a Borrower (including, without limitation, interest accruing at the then applicable rate provided in the applicable Credit Agreement after the maturity of the Advances and after such Borrower's obligations with respect to Lender Guarantees have become due and payable and interest accruing at the then applicable rate provided in the Credit Agreements after the filing of any petition in bankruptcy or the commencement of any insolvency, reorganization or like proceeding, relating to any Obligor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to any Finance Party, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of or in connection with, the Credit Agreements, this IP Security Agreement, the other Finance Documents, the Lender Guarantees, any Hedging Agreement or any other document made, delivered or given in connection with any of the foregoing, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to any Finance Party that are required to be paid by such Borrower pursuant to the terms of any of the foregoing agreements).

**"Guarantor Secured Obligations"** shall mean, with respect to any Guarantor, all obligations and liabilities of such Guarantor in its capacity as a Guarantor which may arise under, out of or in connection with any Finance Document or any Hedging Agreement to which such Guarantor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to any Finance Party that are required to be paid by such Guarantor pursuant to the terms of any Finance Document).

SECTION 2. Grant of Security. Each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Security Agent, and hereby grants to the Security Agent, for the ratable benefit of the Finance Parties, a Security Interest in all of the following property now owned or hereafter acquired by such Grantor or in which such Grantor now has or at any time in future may acquire any right, title or interest (collectively, the "*Collateral*"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Secured Obligations:

- (a) all copyrights including, without limitation, those listed in Part I of the Schedule 1 hereto, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and the right to obtain all renewals and extensions thereof (the "*Copyrights*");
- (b) all agreements naming a Grantor as licensor or licensee, which grant rights under a Copyright including, without limitation, those listed in Part I of the Schedule 1 hereto;
- (c) all (i) patents including, without limitation, those referred to in Part II of Schedule 1 hereto, all reissues and extensions thereof and all goodwill associated therewith, (ii) applications for patents, continuations and continuations-in-part thereof including, without limitation, those referred to in Part II of Schedule 1 hereto, and (iii) rights to obtain any reissues, reexaminations and extensions of the foregoing (the "*Patents*");
- (d) all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention or design covered in whole or in part by a Patent including, without limitation, those which are referred to in Part II of Schedule 1 hereto;
- (e) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, domain names and other source or business identifiers, including, without limitation, those which are listed in Part III of Schedule 1 hereto, (ii) all goodwill associated therewith, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (iii) the right to obtain all renewals thereof (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable United States federal law) (the "*Trademarks*");
- (f) any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, those which are referred to in Part III of Schedule 1 hereto;
- (g) all rights to sue at law or in equity for any infringement, misappropriation, violation, breach or other impairment thereof, including the right to receive all proceeds and damages therefrom, and
- (h) any and all proceeds of or arising from any of the foregoing,

in each case to the extent the grant by such Grantor of a Security Interest pursuant to this Agreement in any such rights, priorities and privileges relating to intellectual property (A) is not prohibited by any contract, agreement or other instrument governing such rights, priorities and privileges without the consent of any other party thereto (B) would not give any other party to any

such contract, agreement or other instrument the right to terminate its obligations thereunder or (C) is permitted with consent if all necessary consents to such grant of a Security Interest have been obtained from the relevant parties (it being understood that the foregoing shall not be deemed to obligate such Grantor to obtain such consents).

Without limiting the generality of the foregoing, this IP Security Agreement secures the payment of all amounts that constitute part of each Grantor's Secured Obligations and would be owed by any of the Grantors to the Security Agent or the other Finance Parties under the Finance Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any Obligor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.


SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

VAN DORN DEMAG CORPORATION

By   
Name: David C. Bragg  
Title: Vice President & Secretary

CRANE AMERICA SERVICES, INC.

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

such contract, agreement or other instrument the right to terminate its obligations thereunder or (C) is permitted with consent if all necessary consents to such grant of a Security Interest have been obtained from the relevant parties (it being understood that the foregoing shall not be deemed to obligate such Grantor to obtain such consents).

Without limiting the generality of the foregoing, this IP Security Agreement secures the payment of all amounts that constitute part of each Grantor's Secured Obligations and would be owed by any of the Grantors to the Security Agent or the other Finance Parties under the Finance Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any Obligor.

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SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

VAN DORN DEMAG CORPORATION


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

CRANE AMERICA SERVICES, INC.

By   
Name: Stephen F. Harsee  
Title: VP Finance & Treasurer

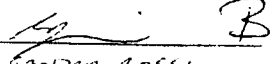
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DEMAN CRANES & COMPONENTS CORP.

By:   
Name: \_\_\_\_\_  
Title: *President, Treasurer*



BAYERISCHE HYPO- UND VEREINSBANK AG,  
LONDON BRANCH, as Security Agent

By  B. Brunschweiler  
Name: SANDRA ROSSI BEATRIX BRUNSCHWEILER  
Title: HEAD OF CUSTOMER HEAD OF AGENCY  
SERVICES AUTHORIZED AUTHORIZED SIGNATORY  
SIGNATORY

**Intellectual Property**

**Schedule 1 – Part I**

**Copyrights and Copyright Licenses**

None

**Schedule 1 – Part II  
Patents and Patent Licenses**

**A: Grantor: VAN DORN DEMAG CORPORATION**

**U.S. Patents**

PATENT NO.	TITLE	PRODUCT(S) ON WHICH THE INVENTION IS USED	INVENTOR	SERIAL NO.	DATE FILED	DATE ISSUED	EXPIRES
5,456,870	BARREL TEMPERATURE STATE CONTROLLER FOR INJECTION MOLDING MACHINE	All current controls	Bulgrin	247,082	05-20-94	10-10-95	05-20-14
5,493,503	CLAMP CONTROL FOR INJECTION MOLDING MACHINE	All current controls	Richards et al	296,658	08-26-94	02-20-96	08-26-14
5,513,115	CLAMP CONTROL FOR INJECTION MOLDING MACHINE	All current controls	Richards et al	518,249	08-23-95	04-30-96	08-23-15
6,089,849	HYBRID INJECTION MOLDING MACHINE	All hydraulic machines using electric screw drive	Bulgrin et al	09/032,090	02-27-98	07-18-00	02-27-18
6,299,427 B1	HYBRID INJECTION MOLDING MACHINE	All hydraulic machines using electric screw drive	Bulgrin et al	09/610,068	07-05-00	10-09-01	07-05-20
5,997,778	AUTO-TUNED, ADAPTIVE PROCESS CONTROLLED, INJECTION MOLDING MACHINE	All newer Pathfinder 3000 and 5000 series controls	Bulgrin	09/065,399	4-23-98	12-07-99	4-23-18
6,682,669	MODEL PREDICTIVE CONTROL APPARATUS AND METHODS FOR MOTION AND/OR PRESSURE CONTROL OF INJECTION MOLDING MACHINES	All newer Pathfinder 3000 and 5000 series controls	Bulgrin Schuplin	09/967,731	9-29-01	1-27-04	7-23-22
6,616,441	ALIGNING DEVICE FOR VERTICAL INJECTION MOLDING MACHINE	New vertical machine	Zakich	10/124,514	4-17-02	9-9-03	4-17-22
6,695,994	MELT PRESSURE OBSERVER FOR ELECTRIC INJECTION MOLDING MACHINE	All newer Pathfinder 3000 and 5000 series controls	Bulgrin Uhrain	09/968,357	9-29-01	2-24-04	8-10-22
6,722,875	VERTICAL INJECTION MOLDING MACHINE	New vertical machine	Ralph Zakich	10/124,515	4-17-02	4-20-04	10-8-22
D331,881	BOTTLE	Continuous injection blow molding machines	Lawrence Garver and Gregory L. Kimbrough	89428666	10-30-89	12-22-92	12-22-06

**U.S. Patent Applications**

<b>PATENT NO.</b>	<b>TITLE</b>	<b>PRODUCT(S) ON WHICH THE INVENTION IS USED</b>	<b>INVENTOR</b>	<b>SERIAL NO.</b>	<b>DATE FILED</b>	<b>DATE ISSUED</b>	<b>EXPIRES</b>
Pending patent application	OO CONTROL FOR INJECTION MOLDING MACHINE	All newer Pathfinder 3000 and 5000 series controls	Bulgrin	10/254,245	9-25-02	Not issued	Not issued

**B. Grantor: CRANE AMERICA SERVICES, INC.**

None

**C. Grantor: DEMAG CRANES & COMPONENTS CORP.**

None

**Part III  
Schedule 1 - Trademarks**

**A. Grantor: VAN DORN DEMAG CORPORATION**

TRADEMARK NAME	SERIAL NO.	DATE FILED.	REG. NO.	REG. DATE	CLASS AND GOODS FOR WHICH THE TRADEMARK IS USED
INTEGRA	76/069,544	6-12-00	2,537,340	2-5-02	7/Plastic Injection Molding Machines
MOLDER ACTION NETWORK (service mark)	76/104,196	8-4-00	2,546,439	3-12-02	42/Technical services and support for Plastic injection molding machines, parts and components thereof and related plastic processing equipment
MOLDER ACTION NETWORK (service mark)	76/324,087	8-22-01	2,654,029	11-26-02	35/Computerized on-line ordering services in the field of plastic injection molding machine parts components and related processing equipment (in international class 035)
CADENCE	75/817,090	10-7-99	2,601,787	7-30-02	7/Plastic Injection Molding Machines
INTELECT	78/070,360	6-21-01	2,670,399	12-31-02	7/Plastic Injection Molding Machines
CALIBER	78/072,872	7-09-01	2,582,412	6-18-02	7/Plastic Injection Molding Machines
INTELECT (stylized)	76/290,572	7-27-01	2,673,134	1-7-03	7/Plastic Injection Molding Machines
PRAXIS	78/130,495	05-22-02	Pending-Intent to Use	Not issued	7/Plastic Injection Molding Machines and Parts Thereof
PATHFINDER	73/642,374	02-02-87	1,456,312	9-8-87	9/Microprocessor-based control systems for plastic injection molding machines
VAN DORN	72/117,153	04-03-61	730,370	4-24-62	23/Plastic injection molding machines and presses and parts, accessories, and controls therefor.
DEMAG PLASTICS GROUP	78/405,647	4-21-04	Pending	Pending	7/Plastic injection molding machines and presses and parts, accessories, and controls therefor.
VAN DORN DEMAG	78/405,664	4-21-04	Pending	Pending	7/Plastic injection molding machines and presses and parts, accessories, and controls therefor.

**B: Grantor: CRANE AMERICA SERVICES, INC.**

<b>Trademark Name</b>	<b>Registration Date</b>	<b>Description</b>
Crane America Services, Inc.	September 17, 2004	Crane America Services in black on a yellow circular background with a schematic drawing of a crane hook in the center as the corporation's service mark
Ohio Crane and Hoist	September 27, 2004	N/A



**C: Grantor : DEMAG CRANES & COMPONENTS CORP.**

<b>TRADEMARK NAME</b>	<b>SERIAL NO.</b>	<b>DATE FILED.</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	<b>CLASS AND GOODS FOR WHICH THE TRADEMARK IS USED</b>
PROTOMARK	75/220,894	01-03-97	2,170,931	07-07-98	Material handling systems, namely, manipulating arms.