

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
Sweepster Attachments, LLC		02/25/2005	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Antares Capital Corporation, as Agent
Street Address:	311 South Wacker Drive
Internal Address:	Suite 4400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1450367	SWEEPSTER
Registration Number:	2236245	AUTORAKE
Registration Number:	1358881	FARMER'S FACTORY CO.
Registration Number:	2549551	F F C
Registration Number:	1670976	FFC
Registration Number:	2429653	FFC CYCLONE BROOMS
Registration Number:	1951936	PREPARATOR

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-783-2700
 Email: pagodoa@federalresearch.com
 Correspondent Name: CBC Companies dba Federal Research

CH \$190.00 1450367

Address Line 1: 1030 Fifteenth Street, NW, Suite 920
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	03/07/2005

Total Attachments: 6
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**SCHEDULE A
TO
SWEEPSTER ATTACHMENTS, LLC
TRADEMARK SECURITY AGREEMENT**

U.S. Trademark Registrations

<u>HOLDER</u>	<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Sweepster Attachments, LLC	SWEEPSTER	1,450,367	8/4/1987
Sweepster Attachments, LLC	AUTORAKE	2,236,245	3/30/1999
Sweepster Attachments, LLC	FARMER'S FACTORY CO. & Design	1,358,881	9/10/1985
Sweepster Attachments, LLC	FFC & Design	2,549,551	3/19/2002
Sweepster Attachments, LLC	FFC & Design	1,670,976	1/7/1992
Sweepster Attachments, LLC	FFC CYCLONE BROOMS & Design	2,429,653	2/20/2001
Sweepster Attachments, LLC	PREPARATOR & Design	1,951,936	1/23/1996

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 25, 2005, is between SWEEPSTER ATTACHMENTS, LLC, a Delaware limited liability company (the “Grantor”) and ANTARES CAPITAL CORPORATION, a Delaware corporation, as agent (in such capacity, the “Grantee”) for the benefit of Agent and Lenders (as such terms are defined in the Credit Agreement described below).

RECITALS

A. Grantor owns the Intellectual Property Applications and Intellectual Property Registrations with respect to Trademarks owned by Grantor listed on Schedule A annexed hereto; and

B. Reference is made to that certain Amended and Restated Credit Agreement dated as of August 23, 2004 (as the same may be and has been amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Pengo Corporation, a Delaware corporation (“Pengo”), Attachment Technologies, Inc., a Delaware corporation (“ATI”; Pengo and ATI are referred to together as the “Borrowers”), Antares Capital Corporation, as agent and as a lender, the Co-Syndication Agents parties thereto, the Co-Documentation Agents parties thereto, the Swingline Lender and the other Lenders parties thereto, providing for extensions of credit and other financial accommodations to be made to Borrowers by Grantee and Lenders; and

C. As a subsidiary of ATI, Grantor will receive substantial direct and indirect benefits from the loans and other financial accommodations made to the Borrowers and accordingly, pursuant to the terms of that certain Second Amended and Restated Subsidiary Security Agreement dated August 23, 2004 to which Grantor has become a party by its execution of a Joinder thereto dated the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”; capitalized terms used but not defined herein have the meanings given such terms in the Security Agreement) among Grantee and the other “Debtors” party thereto, Grantor has granted to Grantee for the benefit of Grantee and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of the “Liabilities”;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration, and Trademark application owned by Grantor, including, without limitation, the Intellectual Property Applications and Intellectual Property Registrations (together with any reissues, continuations or

extensions thereof) relating to Trademarks and referred to in Schedule A annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

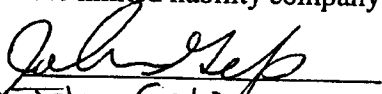
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Intellectual Property Applications and Intellectual Property Registrations relating to Trademarks and referred to in Schedule A annexed hereto, all Intellectual Property Registrations issued with respect to Intellectual Property Applications referred to in Schedule A and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

[Remainder of page intentionally left blank; signature page follows.]

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

SWEEPSTER ATTACHMENTS, LLC,
a Delaware limited liability company

By: 
Name: John Gelp
Title: Chief Financial Officer

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