

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
Wisconsin Lift Truck Corporation		02/28/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	PNC Bank
Street Address:	1 South Wacker Drive
Internal Address:	Suite 2980
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78383219	WOLTER
Serial Number:	78383126	LW
Serial Number:	78401149	WISCONSIN LIFT TRUCK CORP.
Serial Number:	78401132	ILLINOIS MATERIAL HANDLING
Registration Number:	1844741	WISCONSIN LIFT TRUCK CORP. LW
Registration Number:	0973063	LSW
Registration Number:	0946049	LSW

CORRESPONDENCE DATA

Fax Number: (312)609-5005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-609-7838
 Email: tsettle@vedderprice.com
 Correspondent Name: Tammy S. Settle
 Address Line 1: 222 North LaSalle Street

CH \$190.00 78383219

Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER:

Tammy S. Settle

Signature:

/tsettle/

Date:

03/11/2005

Total Attachments: 8

source=Wisconsinlift#page1.tif

source=Wisconsinlift#page2.tif

source=Wisconsinlift#page3.tif

source=Wisconsinlift#page4.tif

source=Wisconsinlift#page5.tif

source=Wisconsinlift#page6.tif

source=Wisconsinlift#page7.tif

source=Wisconsinlift#page8.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Security Agreement") is made as of this 28th day of February, 2005, by **WISCONSIN LIFT TRUCK CORP.**, a Wisconsin corporation ("WLT"), **WLT TRANSPORT LLC**, a Wisconsin limited liability company ("Transport") (WLT and Transport, each a "Borrower" and collectively "Borrowers"), in favor of **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), as agent for the Lenders referred to below (PNC, in such capacity, the "Agent").

W I T N E S S E T H:

WHEREAS, Borrowers, Agent and certain lenders from time to time ("Lenders") are parties to a certain Revolving Credit, Term Loan, Equipment Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "Loan Agreement") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "Loan Documents"), which Loan Documents provide, among other things, (i) for Lenders to, from time to time, extend credit to or for the account of Borrowers and (ii) for the grant by Borrowers to Agent of a security interest in substantially all of Borrowers' assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Each Borrower agrees as follows:

1. Incorporation of Loan Documents. The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, each Borrower hereby grants to Agent, and hereby reaffirms its grant pursuant to the Loan Documents of, a continuing security interest in such Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the

foregoing throughout the world and the goodwill of such Borrower's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Each Borrower warrants and represents to Agent that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) such Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, covenants by such Borrower not to sue third persons;

(iii) such Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) such Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Each Borrower agrees that until the Obligations shall have been satisfied in full and the Loan Documents shall have been terminated, such Borrower shall not, without the prior written consent of Agent, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Agent under this Security Agreement except for license agreements entered into in the ordinary course of business and disclosed to Agent in writing pursuant to the Loan Agreement and except for the abandonment of Trademarks which such Borrower reasonably determines have no commercial value.

5. New Trademarks. Each Borrower represents and warrants that, based on a diligent investigation by such Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by such Borrower. If, before the Obligations shall have been satisfied in full or before the Loan Documents have been terminated, Borrowers shall (i) become aware of any existing registered Trademarks of which such Borrower has not previously informed Agent, or (ii) become owner of any Trademarks for which a registration application is made (other than "intent to use" application until a verified statement of use is filed with respect to such application), which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and such Borrower shall give to Agent prompt written notice thereof. Each Borrower hereby authorizes Agent to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of the Obligations and the termination of the Loan Documents. Each Borrower agrees that upon the occurrence and during the continuation of an Event of Default, the use by Agent of all

Trademarks shall be without any liability for royalties or other related charges from Agent to such Borrower.

7. Product Quality. Each Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence and during the continuation of an Event of Default, such Borrower agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by such Borrower under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Loan Documents, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Loan Documents including, but not limited to, filing promptly (but in any event within thirty (30) days) upon written request from the Borrowers, termination statements with the United States Patent and Trademark Office, if applicable.

9. Reinstatement. If at any time all or any part of any payment applied by Agent to any of the Obligations is or must be rescinded or returned by Agent for any reason whatsoever (including the insolvency, bankruptcy, reorganization or assignment for the benefit of creditors of any Borrower or any other Obligor), such Obligations shall, for the purposes of this Security Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by Agent, and this Security Agreement shall continue to be effective or be reinstated, as the case may be, as to such Obligations, all as though such application by Agent had not been made.

10. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrowers. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrowers and until paid shall constitute Obligations.

11. Duties of Borrowers. Each Borrower shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter filed until the Obligations shall have been paid in full and the Loan Documents have been terminated, provided however, that such Borrower may discontinue prosecution of any application and abandon any trademarks which such Borrower reasonably determines have no commercial value, or Borrowers otherwise discontinue the use of such trademark in their business (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with the Obligations under this Section 11 shall be borne by such Borrower.

12. Agent's Right to Sue. During the continuation of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the rights with respect to such Trademark and, if Agent shall commence any such suit, each Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and such Borrower shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Section 12.

13. Waivers. No course of dealing between Borrowers and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

15. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney; Effect on Loan Documents. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Borrower hereby authorizes Agent upon the occurrence and during the continuation of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as such Borrower's true and lawful attorney-in-fact, with power to (i) endorse such Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Each Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Loan Documents have been terminated. Each Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

17. Binding Effect; Benefits. This Security Agreement shall be binding upon each Borrower and its respective successors and assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns.

18. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

19. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

20. Further Assurances. Each Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

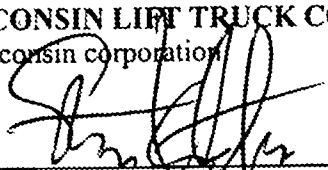
21. Survival of Representations. All representations and warranties of Borrowers contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Loan Documents.

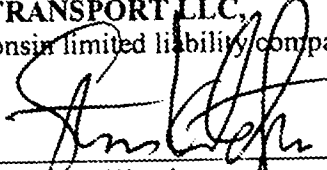
[SIGNATURE PAGES FOLLOW]

Signature Page to Trademark Security Agreement

(Signature Page to the Trademark Agreement)


IN WITNESS WHEREOF, each Borrower has duly executed this Security Agreement as of the date first written above.

WISCONSIN LIFT TRUCK CORP.,
a Wisconsin corporation
By: 
Steven Kletzien
Vice President and Secretary

WLT TRANSPORT LLC,
a Wisconsin limited liability company
By: 
Steven Kletzien
Manager

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION

By  _____
Vice President

Trademark Registrations

<u>SERIAL NUMBER</u>	<u>REG. NUMBER</u>	<u>MARK</u>	<u>STATUS</u>
78383219	Pending	Wolter Power Systems	Used
78383126	Pending	LW logo	Used
78401149	Pending	Wisconsin Lift Truck Corp.	Used
78401132	Pending	Illinois Material Handling	Used
74354059	1844741	Wisconsin Lift Truck Corp. & LW logo	Used
72440174	0973063	LSW logo	Not Used
72375620	0946049	LSW logo	Not Used

chedule A (00029260)