

## 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
Bulkmatic Transport Company		02/28/2005	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	401 Merritt Seven, Second Floor		
Internal Address:	Attention: Andrea Goldman		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06856		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2895812	BULKMATIC	
CORRESPONDENCE DATA			
Fax Number:	(816)421-0596		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	816-329-4767		
Email:	lisa.robison@husch.com		
Correspondent Name:	Husch & Eppenberger, LLC		
Address Line 1:	1200 Main Street, Suite 1700		
Address Line 2:	Attentino: Lisa Robison		
Address Line 4:	Kansas City, MISSOURI 64105		
NAME OF SUBMITTER:	Lisa Robison		
Signature:	/Lisa Robison/		
Date:	03/21/2005		

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TRADEMARK  
REEL: 003049 FRAME: 0755

**Total Attachments: 5**

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## **TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of February 28, 2005, by BULKIMATIC TRANSPORT COMPANY, an Illinois corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as agent for Lenders ("Agent").

### **W I T N E S S E T H:**

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Grantor, Butler and Company, Inc. and Pork Chop Limited Partnership (collectively, "Borrowers"); the other credit parties signatory thereto; Agent; LaSalle Bank National Association, as Revolving Credit Agent, L/C Issuer and lender; Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as lender and Syndication Agent; and the other lenders party thereto from time to time (collectively, "Lenders"), Lenders have agreed to make Loans to, and incur Letter of Credit Obligations for the benefit of, Borrowers; and

WHEREAS, Borrowers have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement, dated as of March 30, 2001, as amended by that certain Amendment to Security Agreement, dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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 Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, 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 and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

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

(c) all goodwill of the business connected 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 Grantor 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.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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 blank]**

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.

BULKMATIC TRANSPORT COMPANY

By: [Signature]  
Name: Fred J. Plaxmayer  
Title: Gen VP-Finance

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF IN )  
COUNTY OF LAKE ) ss.

On this 21 day of February, 2005, before me personally appeared Fred J. Plaxmayer, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Bulkmatic Transport 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.

[Signature]  
Notary Public

{seal}

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.

BULKMATIC TRANSPORT COMPANY

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

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent

By: James Kapack  
Name: James Kapack  
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_ day of February, 2005, before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Bulkmatic Transport 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.

\_\_\_\_\_  
Notary Public

{seal}

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

COUNTRY	MARK	REGISTRATION NO.	APPL/SERIAL NO.
USA	BULKMATIC	2,895,812	
Canada	BULKMATIC		1,194,801*
Mexcio	BULKMATIC		629,004**

\*Advertised and allowed

\*\*Pending without initial exam