

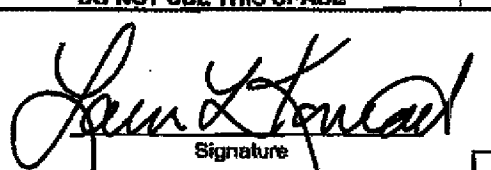
Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Portec, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Delaware <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: General Electric Capital Corporation, Internal _____ as agent Address: _____</p> <p>Street Address: <u>500 W. Monroe</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60661</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>New York</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>March 24, 2005</u></p>	<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____</p> <p style="text-align: right;">Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Laura Konrath</u> Internal Address: <u>Winston & Strawn LLP</u> <u>33rd Floor</u> Street Address: <u>35 W. Wacker Dr.</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u></p>	<p>6. Total number of applications and registrations involved: 19</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>490</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>232428</u></p>
DO NOT USE THIS SPACE	
<p>9. Signature. <u>Laura Konrath</u>  <u>4/14/05</u> Name of Person Signing Signature Date</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: <input type="checkbox"/></p>	

CH \$490.00 232428 76038786

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

*Continuation
Item 4*

Active Trademarks - Portec, Inc.

Trademark Portec No.	Registration No. Applic. No.	Status	Description	Next Renewal	Also Registered in these Foreign Countries						
ANGLE-FLO US TM-11	1,734,393	Active	Angle-Flo Conveyor	11/24/02	Austria Japan Switzerland	Benelux Korea Taiwan	France Indonesia Hong Kong	Germany Malaysia Singapore	Greece UK	Italy Sweden Spain	
CHUTEMASTER US TM-16	1,883,329 74/518,634	Active	Fiberglass Spiral Chute	4/14/05							
EXTENDER US TM-3	1,403,790	Active	Telescoping Conveyor	8/6/06							
KNIFE-EDGE US TM-6	1,284,992	Active	Knife-Edge Conveyor Curve	7/10/04	Benelux	France	Germany	Morocco	Switzerland		
SIGMA US TM-18	76/038,786	Accepted	Belt Power Turn (Curve)		Europ. Co	Canada	Mexico	Brazil			
SPIRAL-CURVE US TM-2	1,164,202	Active	Spiral-Curve Conveyor Curve	7/10/04	Benelux	Canada	France	Germany	Morocco	Switzerland	
STEALTH US TM-14	1,981,316 74/279,586	Active	Pinch-drive Conveyor Curve	6/18/02							
KNIFE-EDGE STS	78/375663 78/140056	Pending	Belt Conveyors	2/27/04							
QUEUE-FLO	78/514205										
COM-FLO	78/512,503										
TEOS	78/512,487										
FLOMASTER	2,702,403										
PORTEC	2,503,763										
P (logo)	2,667,701										

SIGMA-L	2,480,938		Canada
SPIRAL-LIFT	2,542,041		Canada
PORTEC POLY PLATE	970,517		Canada
PORTEC POLY INSULATED	909,455		Canada
FLOMASTER	TMA280,423 (Canadian)		Canada
SPIRAL-CURVE	TMA287,190 (Canadian)		Canada
PATHFINDER	TMA279,647 (Canadian)		Canada
SIDEWINDER	TMA293,813 (Canadian)		Canada
SIGMA	TMA596,771 (Canadian)		Canada
ANGLE-FLO	1,487,346 (U.K.)		U.K.
P (logo)	1,452,820 (U.K.)		U.K.
PORTEC	1,451,426 (U.K.)		U.K.

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 24, 2005, by PORTEC, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among J Richard Industries, Inc. and Grantor, as Borrowers, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to reconstitute, continue and make the Loans and to continue and issue Letters of Credit for the benefit of Borrowers;

WHEREAS, Agent and Lenders are willing to reconstitute, continue and make the Loans and to continue and issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Amended and Restated Security Agreement dated as of the date hereof (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 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 and intending to be legally bound, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Exhibit 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.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Copyright Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PORTEC, INC.

By: Lawrence J. Weber
Name: LAWRENCE J. WEBER
Title: PRESIDENT

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF Pa.)
COUNTY OF Allegh.) ss.

On this 27 day of March, 2005, before me personally appeared Lawrence J. Weber, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Portec, Inc., 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 authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}

Donna M. Stupj
Notary Public

Notarial Seal
Donna M. Stupj, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires July 4, 2006

Member, Pennsylvania Association Of Notaries

Signature page to Copyright Security Agreement


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.

PORTEC, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: 
Name: Douglas Koch
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of March, 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 _____, 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**

See attached.

Schedule I

**TRADEMARK
REEL: 003094 FRAME: 0731**

Active Trademarks -- Portec, Inc.

Trademark Portec No.	Registration No. Applic. No.	Status	Description	Next Renewal	Also Registered in these Foreign Countries
ANGLE-FLO US TM-11	1,734,393	Active	Angle-Flo Conveyor	11/24/02	Austria Japan Switzerland Benelux Korea Taiwan France Indonesia Hong Kong Germany Malaysia Singapore Greece UK Italy Sweden Spain
CHUTEMASTER US TM-16	1,883,329 74/518,634	Active	Fiberglass Spiral Chute	4/14/05	
EXTENDER US TM-8	1,403,790	Active	Telescoping Conveyor	8/6/06	
KNIFE-EDGE US TM-6	1,284,992	Active	Knife-Edge Conveyor Curve	7/10/04	Benelux France Morocco Switzerland
SIGMA US TM-18	76/038,786	Accepted	Belt Power Turn (Curve)		Europ. Co Canada Brazil
SPIRAL-CURVE US TM-2	1,164,202	Active	Spiral-Curve Conveyor Curve	7/10/04	Benelux Canada France Germany Morocco Switzerland
STEALTH US TM-14	1,981,316 74/279,586	Active	Pinch-drive Conveyor Curve	6/18/02	
KNIFE-EDGE STS	78/375663 78/140056	Pending	Belt Conveyors	2/27/04	
QUEUE-FLO	78/514205				
COM-FLO	78/512,503				
TEOS	78/512,487				
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PORTEC	2,503,763				
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PORTEC POLY PLATE	970,517		Canada
PORTEC POLY INSULATED	909,455		Canada
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SIDEWINDER	TMA293,813 (Canadian)		Canada
SIGMA	TMA596,771 (Canadian)		Canada
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PORTEC	1,451,426 (U.K.)		U.K.

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April 14, 2005

VIA TELECOPIER

U.S. Patent & Trademark Office
Assignment Division
Box Assignments
1213 Jefferson Davis Hwy.
Suite 320
Washington, DC 20231

Re: Client #80034/617 GECC/Portec

Dear Commissioner:

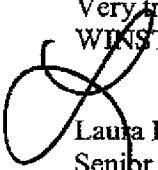
Enclosed is a Trademark Security Agreement. Please file the enclosed with the Trademark Assignment Department of the U.S. Patent and Trademark Office.

Please deduct \$490 from Deposit Account #232428. When the filing process is completed, please send the file-stamped document to:

Fax to Laura Konrath c/o Winston & Strawn (312) 558-5700 or send via email to lkonrath@winston.com

Should you require any additional information, please do not hesitate to call. Thank you for your attention to this matter.

Very truly yours,
WINSTON & STRAWN LLP



Laura L. Konrath
Senior Legal Assistant

LLK:cl
Enclosures

2

WINSTON & STRAWN LLP

Facsimile

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33-1-53-64-62-82

200 KINGSWAY LONDON
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44-20-7420-0000

Fax Number: 312-558-5700

FROM: Laura Konrath
312-558-6352

DATE: 4/14/2005

CHARGEBACK:

11028

80034/617

Please Deliver as Soon as Possible To:

	RECIPIENT	COMPANY	FAX No.	PHONE No.
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Total number of pages including this page:

12 pages

COMMENTS

CONFIRMATION OF RECEIPT REQUESTED

- Enclosed:
- Facsimile Cover Sheet
 - Cover Letter
 - Recordation Cover Sheet
 - Schedule of U.S. Trademarks
 - Trademark Security Agreement

**IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL AS SOON AS POSSIBLE. THANK YOU.
312-558-6352**

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Confirmation: Yes _____ Name: _____ No: _____