

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
VG Acquisition Company, Inc.		08/01/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CFB Venture Fund III, L.P.		
Street Address:	11 South Meramec		
Internal Address:	Suite 1430		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2356661	FORMULA VG	
Registration Number:	1641706	LOPAL	
Registration Number:	909534	VON GAL	
CORRESPONDENCE DATA			
Fax Number:	(314)480-1505		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314.480.1500		
Email:	trademark@husch.com		
Correspondent Name:	H. Frederick Rusche		
Address Line 1:	190 Carondelet Plaza		
Address Line 2:	Suite 600		
Address Line 4:	St. Louis, MISSOURI 63105		
NAME OF SUBMITTER:	H. Frederick Rusche		
Signature:	/H. Frederick Rusche/		

OP \$90.00 2356661

Date:

09/08/2005

Total Attachments: 8

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Patent and Trademark Security Agreement

This Patent and Trademark Security Agreement ("Agreement") is made as of the 1st day of August, 2005 ("Effective Date"), between VG Acquisition Company, Inc., a Delaware corporation having a mailing address at Eleven South Meramec, Suite 1430, St. Louis, Missouri 63105 ("Borrower") and CFB Venture Fund III, L.P., a Delaware limited partnership, having a mailing address at Eleven South Meramec, Suite 1430, St. Louis, Missouri 63105 ("CFB"), as agent for itself and Hickory Venture Capital Corporation ("HVCC") and Paul Probst ("Probst"); CFB, HVCC and Probst are hereinafter collectively referred to as the "Lenders").

WITNESSETH:

WHEREAS, Borrower has executed and delivered (i) a Senior Subordinated Secured Note to CFB in the aggregate principal amount of \$1,550,000 (the "CFB Note"), (ii) a Senior Subordinated Secured Note to HVCC in the aggregate principal amount of \$1,550,000 (the "HVCC Note"), and a Senior Subordinated Secured Note to Probst in the aggregate principal amount of \$151,220 (the "Probst Note"); the CFB Note, the HVCC Note, and the Probst Note are hereinafter collectively referred to as the "Notes"), pursuant to a certain Subscription and Shareholders' Agreement dated as of August 1, 2005, between Borrower, Lenders, Robert Edmund, Robert Wallace, Philip Edward, Jim Houston, and Howard Thomas (together with all schedules and exhibits thereto and as amended from time to time, the "Subscription and Shareholders' Agreement"). In order to induce Lenders to execute and deliver the Subscription and Shareholders' Agreement, Borrower has agreed to grant to CFB, as agent for Lenders, a security interest in certain patents and trademarks owned by Borrower.

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

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

2. Grant of Security Interest. To secure the complete and timely satisfaction of all obligations of Borrower to Lenders under the Notes (the "Obligations"), subject to Section 3 below, Borrower hereby grants, assigns and conveys to CFB, as agent for Lenders, a security interest with power of sale to the extent permitted by law in Borrower's entire right, title and interest in and to the following:

(a) All now existing and hereafter created or acquired patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein and those patents listed on Schedule A attached hereto and hereby made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, fees, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all licenses and other rights corresponding thereto throughout the world, if any (all of the foregoing patents and applications, together with the items described in the foregoing clauses (i)-(iv) of this

Section 2(a), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents"); and

(b) All now existing and hereafter created or acquired trademarks, trade names, service marks, collective membership marks, and the registrations and applications for registration thereof listed on Schedule B attached hereto and hereby made a part hereof, and (i) the renewals thereof, (ii) all income, fees, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, all license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements, dilutions and damages thereof, and (iv) all licenses and other rights corresponding thereto throughout the world, if any, and (v) all of the goodwill of Borrower's business connected with and symbolized by the trademarks, trade names, service marks or other items described in the foregoing clauses (i)-(iv) of this Section 2(b) (all of the foregoing trademarks, tradenames, service marks, collective membership marks, and registrations and applications for registration thereof, together with the items described in the foregoing clauses (i)-(v) of this Section 2(b), are sometimes hereinafter referred to individually as a "Trademark" and, collectively, as the "Trademarks").

3. Nature and Priority of Security Interest. This Agreement is made for collateral security purposes only. CFB acknowledges and agrees that the security interest granted by Borrower to CFB, as agent for Lenders, under this Agreement shall be subordinate and junior to the security interest granted by Borrower to Enterprise Bank & Trust pursuant to (i) that certain Patent Collateral Assignment ("Patent Assignment") dated as of even date herewith between Borrower and Enterprise Bank & Trust, and (ii) that certain Trademark Collateral Assignment and Security Agreement ("Trademark Assignment"; the Patent Assignment and Trademark Assignment are hereinafter collectively referred to as the "Enterprise Assignments") dated as of even date herewith between Borrower and Enterprise Bank & Trust. Lender acknowledges that under the Enterprise Assignments, Borrower has assigned to Enterprise Bank and Trust, all of Borrower's rights, titles, and interests in and to its Patents and Trademarks. As set forth in the Subscription and Shareholders' Agreement, the security interest granted by Borrower hereunder is coupled with a security interest in substantially all of the personal property of the Borrower.

4. Covenants. The Borrower agrees as follows:

(a) Defense. The Borrower will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all persons other than those holding liens as expressly permitted hereunder.

(b) Lender's Right to Take Action. If the Borrower fails to perform or observe any of its covenants or agreements set forth in this Agreement or there occurs an Event of Default under the Subscription and Shareholders' Agreement or the Note, and in the case of such a failure hereunder if such failure continues for a period of ten (10) calendar days after CFB gives the Borrower written notice thereof or if the Borrower notifies CFB that it intends to abandon a Patent or Trademark, CFB may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Borrower, subject to the power of attorney granted to Lender in subclause (d) below, and may (but need not) take any and all other actions which the Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(c) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Borrower shall pay CFB on demand the amount of all moneys reasonably expended and all reasonable costs and expenses (including reasonable attorneys' fees and disbursements) incurred by CFB in connection with or as a result of the Lender's taking action under this Section 4 or exercising its rights under Section 9, together with interest thereon from the date expended or incurred by CFB at the Default Rate.

(d) Power of Attorney. Only in connection with and to facilitate CFB's taking action under Section 4 and exercising its rights under Section 9, the Borrower hereby irrevocably appoints (which appointment is coupled with an interest) CFB, or its delegate, as the attorney-in-fact of the Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Borrower, any and all instruments, documents, applications, financing

statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Borrower under Section 9 of this Agreement, including those for CFB, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of (i) the Subscription and Shareholders Agreement and (ii) the Notes, as provided therein and the payment and performance of all Obligations.

5. Further Assurances. Borrower agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement or any agreement purporting to assign, transfer, encumber or otherwise dispose of the Patents or Trademarks) that is inconsistent in any material respect with Borrower's obligations under this Agreement, without CFB's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed). Borrower agrees that at any time and from time to time during the term of this Agreement, at the expense of Borrower, Borrower will promptly execute and deliver all further instruments and documents, and take all further action, that may be reasonably necessary or desirable, or that CFB may reasonably request, to perfect and protect the security interest granted under this Agreement or to enable CFB to exercise its rights and remedies hereunder. CFB agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Borrower shall reasonably request from time to time during the term of this Agreement in order to carry out the purpose of this Agreement, or to enable Borrower to exercise its rights and remedies hereunder.

6. Modification. The parties may modify this Agreement by amending Schedules A or B, as applicable, to include any new Patents and/or Trademarks, such amendment to be in writing and signed by CFB and Borrower.

7. Borrower's Rights and Obligations Regarding the Patents and Trademarks. Subject to the security interest granted to CFB under Section 2 above, Borrower retains its ownership and all of its exclusive right, title and interest in and to the Patents and Trademarks. Until all of the Obligations shall have been satisfied in full, Borrower agrees to undertake all necessary acts to maintain and preserve the Patents and Trademarks, including, but not limited to, (i) initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who, in the reasonable discretion of Borrower, infringe upon or seriously threaten the rights of Borrower in or the validity of the Patents or Trademarks, (ii) prosecuting diligently any patent application of the Patents and any application for registration of any Trademark pending as of the Effective Date or thereafter, (iii) filing patent applications on Borrower's unpatented but patentable inventions and trademark applications for Borrower's unregistered but registrable Trademarks, as is appropriate in Borrower's good faith judgment, and (iv) using its diligent efforts to preserve and maintain all rights in patent applications of the Patents and trademark applications of the Trademarks; provided, however, that Borrower shall not be required to undertake any act with respect to any of the Patents or Trademarks if, in Borrower's reasonable business judgment, such act or the Patent or Trademark at issue is not necessary or desirable in the operation of Borrower's business. Any expenses incurred in connection with any Patent or Trademark applications described in this paragraph 7 shall be borne by the Borrower. In any suit to enforce any Patent or Trademark, CFB agrees to join, at the expense and request of Borrower and only to the extent necessary, as a plaintiff and do any and all lawful acts and execute any and all proper documents reasonably required by Borrower in connection with such suit. The Borrower covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the CFB: (i) sufficient written notice, of at least 30 days, to allow CFB to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

8. Event of Default: Borrower's Right to Cure. If any Default or Event of Default (as defined in the Securities Purchase Agreement) shall occur before all of the Obligations shall have been satisfied in full, and such Default or Event of Default continues for the cure period, if any, specified in the Subscription and Shareholders' Agreement for such Default or Event of Default without cure by Borrower or waiver by Lender ("Uncured Event of Default"), CFB shall have, only for so long as Borrower fails to substantially cure or obtain a waiver from CFB regarding such Uncured Event of Default and in addition to all other rights and remedies given it by this Agreement,

those rights allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which Borrower's records concerning the Patents and Trademarks may be located.

9. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, CFB may, at its option, take any or all of the following actions (subject, however, to the effect of the Subordination described in Section 3):

(a) CFB may exercise any or all remedies available under the Subscription and Shareholders' Agreement.

(b) CFB may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) CFB may enforce the Patents and Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, the Borrower shall, at the request of CFB, do any and all lawful acts and execute any and all proper documents required by CFB in aid of such enforcement.

10. Term and Termination; Release of Security Interest. The term of the security interests granted by Borrower to CFB in this Agreement shall commence as of the Effective Date and shall extend until the earlier of (a) the expiration, abandonment or disclaimer, as the case may be, of each of the respective Patents and Trademarks described in Sections 2 and 6 of this Agreement, or (b) the date on which Borrower shall completely satisfy all of the Obligations. Upon satisfaction in full of the Obligations, this Agreement shall terminate automatically without further action by the parties, and CFB shall promptly execute and deliver to Borrower all termination statements and other instruments as may be necessary or proper to terminate CFB's security interest in the Patents and Trademarks, subject to any undisputed disposition thereof which may have been made by CFB pursuant to this Agreement after an Uncured Event of Default. CFB agrees to execute and deliver such termination statements and other instruments to Borrower as promptly as possible within thirty (30) days of the satisfaction in full of the Obligations ("Security Interest Termination Period"). CFB hereby designates, appoints and constitutes Borrower as CFB's true and lawful attorney-in-fact, and authorizes Borrower, in CFB's name, to take any and all appropriate action and to execute any agreement or instrument necessary or proper to terminate CFB's security interest in the Patents and Trademarks in the event CFB fails to deliver such termination statements and other instruments to Borrower within the Security Interest Termination Period.

11. Lender's Right to Sue. Upon and subject to the occurrence and only during the continuance of an Uncured Event of Default, CFB shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and Trademarks. CFB shall provide Borrower with prior written notice that it intends to commence any such suit and, if CFB shall commence any such suit, Borrower shall, at the request of CFB, do any and all lawful acts and execute any and all proper documents reasonably required by CFB in aid of such enforcement. Borrower agrees to reimburse and indemnify CFB for all reasonable costs and expenses incurred by CFB in the exercise of its rights under this paragraph 11; provided, however, that Borrower shall be obligated to reimburse and indemnify CFB under this paragraph 11 only if Borrower consents in writing in advance to CFB bringing suit under this paragraph 11 (which consent may be granted or withheld in Borrower's good faith reasonable business judgment).

12. Notices. Any notice to be given to CFB or Borrower under this Agreement shall be given in the manner and to the parties designated in the Subscription and Shareholders' Agreement.

13. Waivers. No course of dealing between Borrower and CFB, nor any failure to exercise, nor any delay in exercising, on the part of CFB, any right, power or privilege hereunder or under the Subscription and Shareholders' Agreement 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. The observance of any provision of this Agreement may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the written consent of both parties.

14. Severability. The provisions of this 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 Agreement in any jurisdiction.

15. Modification. This Agreement is subject to alteration, amendment, or modification only by a writing signed by the parties, except as specifically provided in Section 6 hereof.

16. Binding Effect; Benefits. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Delaware.

18. Headings. Section headings used herein are for convenience only and shall not modify the provisions that they precede.

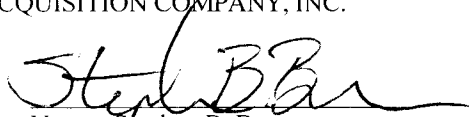
19. Conflict of Terms. Except as otherwise explicitly provided in this Agreement, if any provision contained in this Agreement is in conflict with or inconsistent with any provision in the Subscription and Shareholders' Agreement, the provisions contained in this Agreement shall govern and control to the extent of such conflict or inconsistency.

20. Counterparts. This Agreement may be executed in any number of identical counterparts, which shall constitute an original and collectively and separately constitute a single instrument or agreement.

WITNESS the execution hereof under seal as of the day and year first above written.

VG ACQUISITION COMPANY, INC.

By:



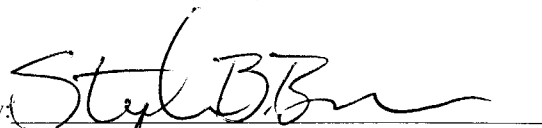
Name: Stephen B. Broun

Title: President

CFB VENTURE FUND III, L.P.

By: CFB Partners III, LLC, General Partner

By:



Name: Stephen B. Broun

Title: Authorized Signatory

CERTIFICATE OF ACKNOWLEDGEMENT

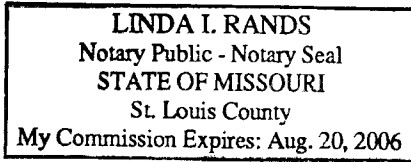
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

Before me, the undersigned, a Notary Public in and for the county and state aforesaid, on this 28th day of July, 2005, personally appeared Stephen B. Broun, to me known personally, and who, being by me duly sworn, deposes and says that he is the President of VG Acquisition Company, Inc., a Delaware corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Stephen B. Broun acknowledged said instrument to be the free act and deed of said corporation.

Linda I. Rands
Notary Public

[SEAL]

My Commission expires:



STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

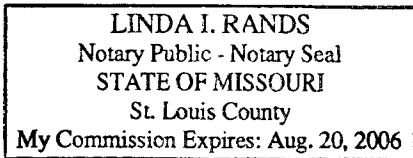
On this 28th day of July, 2005, before me, a Notary Public in and for said State, personally appeared Stephen B. Broun, to me personally known, who, being by me duly sworn, did say that he is the Authorized Signatory of CFB Venture Fund III, L.P., a Delaware limited partnership and that said instrument was signed and sealed on behalf of said limited partnership by authority of its general partner, and he acknowledged said instrument to be the free act and deed of said limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written, in the County and State aforesaid.

Linda I. Rands
Notary Public

[SEAL]

My Commission expires:



Schedule A
to
Patent and Trademark Security Agreement
dated as of August 1, 2005, between
VG Acquisition Company, Inc. and CFB Venture Fund III, L.P.

PATENTS

<u>Company</u>	<u>Patent</u>	<u>Country</u>	<u>Registration No.</u>	<u>Date</u>
HK Systems, Inc.	Palletizer with air assisted slide plate assembly and indexing pallet hoist	U.S.	5,868,549	2/9/99
HK Systems, Inc.	Apparatus and method for palletizing and wrapping a load	U.S.	5,701,722	12/30/97
HK Systems, Inc.	Apparatus and method for palletizing and wrapping a load	U.S.	5,623,808	4/29/97

Schedule B
 to
 Patent and Trademark Security Agreement
 dated as of August 1, 2005, between
 VG Acquisition Company, Inc. and CFB Venture Fund III, L.P.

TRADEMARKS

<u>Company</u>	<u>Mark</u>	<u>Country</u>	<u>Application (A) Registration (R) or Series (S) No.</u>	<u>Registration or Filing Date</u>
HK Systems, Inc.	FORMULA VG	U.S.	2,356,661	6/13/2000
HK Systems, Inc.	LOPAL	U.S.	1,641,706	4/16/91
HK Systems, Inc.	VON GAL	U.S.	909,534	3/9/71
HK Systems, Inc.	FORMULA VG	United Kingdom	2,186,314	
HK Systems, Inc.	FORMULA VG	Singapore	T99/00235H	
HK Systems, Inc.	FORMULA VG	Mexico	621656	
HK Systems, Inc.	FORMULA VG	Australia	782307	