

Form PTO-1594 (Rev. 03/05)  
OMB Collection 0651-0027 (exp. 6/30/2005)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Fort Krulwagens B.V.

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Business Entity
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) April 20, 2005

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Cooperatieve Rabobank Hardinxveld Giessendam U.A.

Internal

Address: \_\_\_\_\_

Street Address: Peulenstraat 154

City: Hardinxveld Giessendam

State: \_\_\_\_\_

Country: The Netherlands Zip: 3371 AR

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Business Entity Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and Identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,352,694

1,357,902

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Reg. No. 1,352,694 for the mark FORT in International Class 12  
Reg. No. 1,357,902 for the mark FORT & Design in International Class 12

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Robert P. Michal

Internal Address: Frishauf, Holtz, Goodman & Chick, P.C.

Street Address: 220 Fifth Avenue

City: New York

State: New York Zip: 10001-7708

Phone Number: (212) 319-4900

Fax Number: (212) 319-5101

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 80.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers 1118  
Expiration Date 10/2005

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

July 14, 2005

Date

Robert P. Michal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$65.00 1352694

**Pledging**

**by**

**Fort Kruiwagens B.V.,  
with its registered office in Tiel**

**Executed before Mr. M.W. van der Zanden, civil  
law notary practising in Eindhoven**



## HOLLAND VAN GIJZEN

ATTORNEYS AT LAW AND  
CIVIL-LAW NOTARIES

KZ  
05.0130  
998851  
1216534

### PLEDGING BY FORT KRUIWAGENS B.V.

This twentieth day of April twothousand five, -----  
appeared before me, *mr. MAARTEN WILLEM VAN DER ZANDEN*, -----  
a civil-law notary practising in Eindhoven:-----

*mr. KRISHNA VAN ZUNDERT*, born at Amravati (India) on the twenty-ninth day of  
September nineteen hundred seventy-five, employed and choosing domicile at my civil  
law notary's office (5613 AM Eindhoven, Prof. Dr. Dorgelolaan 14),-----

1. for the purpose of this document acting as the person holding a written power of  
attorney, in execution of the below juristic acts, of: -----  
the private company with limited liability:-----

**FORT KRUIWAGENS B.V.**, with its registered office in Tiel and its principal  
place of business at 4004 JV Tiel, Simon Stevinstraat 6, listed in the trade register  
of the Chamber of Commerce and Industry for Rivierenland as file number  
11024214;-----

Fort Kruiwagens B.V. hereinafter also referred to as: the Pledgor;-----

2. for the purpose of this document acting as person holding a verbal power of -----  
attorney, the existence of which power of attorney has been proved satisfactorily to  
me, civil-law notary, in execution of the below juristic acts, of:-----  
the cooperative society under Dutch law:-----

**COÖPERATIEVE RABOBANK HARDINXVELD GIESSENDAM U.A.**, with  
its registered office in Hardinxveld Giessendam and its place of business at 3371 --  
AR, Hardinxveld Giessendam, listed in the trade register of the Chamber of -----  
Commerce and Industry for Rotterdam as file number 23000824, -----  
Coöperatieve Rabobank Hardinxveld Giessendam U.A. hereinafter also referred to  
as: the Pledgee.-----

The power of attorney referred to under 1 appears from a private instrument to be -----  
attached to this deed.-----

The person appearing, acting in the above capacity, certified:-----

1. The Pledgee has claims on the Pledgor.-----
2. The Pledgor and the Pledgee have agreed that as security for the payment of all ---  
that the Pledgor should owe to the Pledgee, of whatever nature, the Pledgor will ---  
create a pledge on the below goods (hereinafter also referred to as: **the Goods**):-----

**HOLLAND VAN GIJZEN**ATTORNEYS AT LAW AND  
CIVIL-LAW NOTARIES

- a. all current and future trade names to which the Pledgor is entitled, in whatever form and whatever country and any claims arising from this, to the extent that these can be pledged, including: -----
- The trade name "**Fort Kruiwagens B.V.**", as file number 11024214 in the trade register of the Chamber of Commerce and Industry for Rivierenland;
- b. all current and future claims arising from the application/applications and ----- registration/registrations of the patent/patents with the registering ----- agency/agencies in respect of the patent/patents registered or to be registered - by the Pledgor, to the extent that these can be pledged, including, but not ----- limited to: -----
- European Patent with patent number EP0826605 "**PACKAGING**" for the ---- following countries: Austria (AT), Belgium (BE), Switzerland (CH), Germany (DE), Denmark (DK), Spain (ES), Finland (FI), France (FR), United Kingdom (GB), Greece (GR), Ireland (IE), Italy (IT), Liechtenstein (LI), Luxemburg -- (LU), Monaco (MC), Netherlands (NL), Portugal (PT), Sweden (SE), Albania (AL), Lithuania (LT), Latvia (LV), Romania (RO) as well as Slovenia (SI);----
- c. all current and future patents and patent applications to which the Pledgor is -- entitled, in whatever form and whatever country, and claims arising from this, as well as all other intellectual property rights, including but not limited to ---- copyrights, trademark rights, database rights, model rights and/or domain ---- names, to the extent that these can be pledged, including, but not limited to: ---
- i. the rights to the following .nl domain names:-----
    - fort.nl;-----
    - fortkruiwagens.nl;-----
  - ii. the following brand names: -----
    - the Benelux trademark "**FORT**" (image) with registration number --- 363517, for class 12 (*Wheel barrows and their parts*);-----
    - the Benelux trademark "**FORT**" with registration number 363518, for class 12 (*Wheel barrows and their parts*);-----
    - Canadian trademark "**FORT**" with registration number TMA302631, for the goods (1) *Wheel barrows and their parts and accessories*, and (2) *Wheel barrows and their parts*;-----
    - Canadian trademark "**FORT**" (image) with registration number ----- TMA308269, for the goods (1) *Wheelbarrows and their parts*; -----
    - the international registered mark "**FORT**" with registration number - 484565, for International Class 12 (*Wheelbarrows and their parts*), -- protection claimed for: Austria (AT), Switzerland (CH), France (FR), Italy (IT) as well as Liechtenstein (LI);-----
    - the international registered mark "**FORT**" (image) with registration - number 484566, for International Class 12 (*Wheelbarrows and their - parts*), protection claimed for: Austria (AT), Switzerland (CH), ----- Germany (DE), France (FR), Italy (IT) as well as Liechtenstein (LI); -
    - United States mark "**FORT**" with registration number 1352694, for - International Class 12 (*Wheel barrows and structural parts therefor*);



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- United States mark "FORT" (image) with registration number -----  
1357902, for International Class 12 (*Wheel barrows and structural --  
parts therefor*);-----
  - The Benelux trademark "De Groene Kracht" with registration -----  
number 652023, for class 12 (*Wheelbarrows; hand trucks; parts and --  
accessories thereof to the extent not included in other classes) and 20 --  
(Plastic baskets)*).-----
3. The parties have therefore agreed that as security as stated above, the Pledgor will  
grant a pledge on the Goods. -----
4. This pledge will be first in rank. The Pledgor certifies that the above goods are ---  
unencumbered by restricted rights and attachments. -----
- The person appearing, acting in the above capacity, subsequently certified: -----
- Article 1: Security -----
1. As security as stated above, the Pledgor hereby grants to the Pledgee, which hereby  
accepts, a pledge on: -----  
- the Goods.-----
  2. Creation of the pledge on the Goods is effected by signing this deed. -----
  3. The pledge on the Goods concerns a pledge in first rank.-----
  4. To the extent necessary, the Pledgor hereby grants the Pledgee an irrevocable -----  
power of attorney to enter this deed in the appropriate registers at the Pledgor's ---  
expense.-----
  5. The Pledgor certifies pursuant to section 3:237 subsection 2 Netherlands Civil -----  
Code that it is authorised to pledge the Goods and that the Goods have not been ---  
encumbered with another pledge or usufruct, that these have not been attached or -  
garnished and that no licences have been granted to third parties in this respect. ----
  6. Without the Pledgee's written consent, the Pledgor is not authorised to transfer or -  
deliver the goods to third parties, to create a usufruct or pledge on these for another  
party or to grant licences in this respect.-----
  7. The Pledgor is obliged, as soon as it is informed of an attachment or garnishment -  
on the goods to be pledged pursuant to this deed, to immediately inform the -----  
Pledgee in writing. -----
  8. The Pledgor is obliged to provide the Pledgee on first demand with all information  
that it needs to exercise its pledge. -----  
On the Pledgee's first demand, the Pledgor will also enable it to obtain from its ---  
accounts the information that the Pledgee deems necessary for the exercise of the -  
pledge. -----
  9. The Pledgor is obliged to timely pay the tax and/or other costs due pursuant to the  
regulations that apply to the Goods and to furthermore do all that is necessary and  
conducive to maintain the intellectual property rights. On request, the Pledgor will  
always immediately provide the Pledgee with all relevant information. -----
  10. The Pledgor is obliged to immediately inform the Pledgee in writing of each -----  
infringement of the Goods and furthermore -- at the Pledgor's expense -- to do all --  
that is necessary to end such infringement.-----
  11. The Pledgor is obliged to immediately inform the Pledgee in writing of new trade -  
names and new patent rights and/or other intellectual property rights, including but



**CIVIL-LAW NOTARIES**

not limited to copyrights, trademark rights, database rights, model rights and/or --- domain names. By means of this deed, the Pledgor grants the Pledgee irrevocable - power of attorney to perform all acts that are necessary in the Pledgee's opinion to create a pledge on these rights as well. If this general power of attorney appears to be insufficient for that purpose, the Pledgor will each time grant a special power of attorney to the Pledgee.-----

12. The Pledgee is obliged on first demand of the Pledgor to waive the pledge under -- this deed if all the amounts due for which this pledge was created have been paid. -
13. The existence and the amount of the claims arising from this deed from the ----- Pledgee on the Pledgor will exclusively be proved by the Pledgee. In the event of a challenge by the Pledgor, the documents submitted by the Pledgee will be regarded as complete evidence of the above claims. -----
14. All costs incurred by the Pledgee at law and otherwise to exercise and/or maintain its rights in connection with the deed will be payable by the Pledgor. -----
15. All costs currently incurred or to be incurred in the future in respect of the arising - and implementation of the pledge, including the costs of registration, will be ----- payable by the Pledgor and fall under the claims for which the current pledge was created.-----
16. In the event of violation by the Pledgor of the provisions of this article, the Pledgor will forfeit for the benefit of the Pledgee an immediately payable penalty of one --- hundred thousand euros (€ 100,000) for each violation and of one thousand euros - (€ 1,000) for each day that the violation continues, without prejudice to the right to compensation.-----

**Article 2: Disputes**-----

Dutch law applies to this deed. If and to the extent that disputes should arise with ----- regard to the execution of this deed, these will be submitted to the competent court in -- the district of Arnhem. -----

**Article 3: Other provisions**-----

- 1 The rights and obligations of the parties that arise from this deed are non- ----- transferable. -----
2. If circumstances occur that appear to be "unforeseen", the parties are obliged to --- consult about adjustment and/or amendment of the deed, which meets as much as - possible the unforeseen circumstances. -----
3. If a provision of this deed should be void or is nullified by a decision of the court, the other provisions of this deed will remain in effect. The parties will have to ----- consult about the provisions of this deed that are void or that are nullified in order to make an alternative arrangement in the spirit of this deed. -----

**Article 4: Power of attorney**-----

The Pledgor and the Pledgee hereby grant irrevocable power of attorney to any of the - employees of the company Holland Van Gijzen, attorneys-at-law and civil-law ----- notaries, in Eindhoven to enter the present pledging in the appropriate registers and to - furthermore perform all acts that are necessary to register this pledging.-----

The person appearing is known to me, civil-law notary. -----

**WHEREOF A DEED**-----

was executed in Eindhoven, on the date stated in the preamble of this deed. -----

**HOLLAND VAN GIJZEN**  
ATTORNEYS AT LAW AND  
CIVIL-LAW NOTARIES



I, civil-law notary, stated and explained the gist of the deed to the person appearing. ---  
The person appearing declared not to appreciate a full reading of the deed, to have ----  
taken note of the contents of the deed and to agree to it. Subsequently, after a limited --  
reading the deed was signed by the person appearing and by me, civil-law notary. -----  
(was signed)

ISSUED FOR TRUE COPY:



✓  
vt.