

**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
Waco International Corporation		08/31/2005	CORPORATION:

**RECEIVING PARTY DATA**

Name:	Fifth Third Bank
Street Address:	600 Superior Avenue, E
Internal Address:	Mailcode A6512A
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	CORPORATION:

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	2745420	
Registration Number:	510607	WACO
Registration Number:	683877	SPEEDLOCK
Registration Number:	621594	WACO
Registration Number:	1429003	WEDGELOK
Registration Number:	1479307	WACO WEDGELOK
Registration Number:	696866	HI-LOAD
Registration Number:	252281	
Registration Number:	767390	SHORE "X"
Registration Number:	988546	AUTO-LOCK
Registration Number:	1020932	ROLLING COLUMN SHORE
Registration Number:	1538098	CABBY
Registration Number:	2376936	ARISE WACO

CH \$465.00 2745420

Registration Number:	2251794	WACO WRAP
Registration Number:	2527926	WACO MAX
Registration Number:	2523977	EXPRESCAFF
Registration Number:	2817537	QUIK-SCAF
Registration Number:	2412895	RENT IT RIGHT

**CORRESPONDENCE DATA**

Fax Number: (216)241-0816

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2166228672

Email: tconnors@calfee.com

Correspondent Name: Timothy J. Connors

Address Line 1: 800 Superior Avenue

Address Line 2: 1400 McDonald Investment Center

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	31055.04000
NAME OF SUBMITTER:	Timothy J. Connors
Signature:	/TJC/
Date:	12/06/2005

**Total Attachments: 5**

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**COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN  
TRADEMARKS AND LICENSES**

**THIS COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS AND LICENSES** (this "Agreement") is made as of August 31, 2005, by **Waco International Corporation**, a California corporation, having an office at 4545 Spring Road, Cleveland, Ohio 44131 ("Grantor") in favor of **Fifth Third Bank**, an Ohio banking corporation, having an office at 600 Superior Avenue E, Mailcode A6512A, Cleveland, Ohio 44114.

**RECITALS**

A. Grantor is the owner of certain trademarks listed in Exhibit A attached to this Agreement.

B. Grantor has entered into that certain Credit and Security Agreement dated as of August 31, 2005 (as from time to time amended, modified or supplemented, the "Credit Agreement"), among the Grantor, certain of its Affiliates, and Fifth Third Bank, as lender and LC Issuer (the "Lender"), pursuant to which, upon the satisfaction by the Grantor of certain terms and conditions contained therein, the Lender will make certain advances and other financial accommodations available to the Grantor.

C. Pursuant to the Credit Agreement, Grantor has agreed to grant the Lender a security interest in all of its right, title and interest in and to the trademarks listed on Exhibit A hereto and incorporated herein by reference and the goodwill symbolized by such trademarks (the "Goodwill") as collateral security for the Obligations (as defined in the Credit Agreement).

D. Grantor is the owner of the entire right, title and interest in the trademarks and Goodwill which are the subject hereof.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, Grantor hereby:

1. Grants to the Lender, as security for the Obligations, a security interest in and to the trademarks listed in Exhibit A and to the Goodwill, and a security interest in and to all trademarks and Goodwill acquired by Grantor after the date hereof;

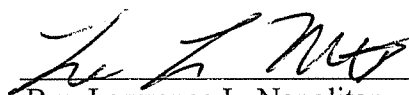
2. Grants to the Lender, as security for the Obligations, a security interest in and to any license agreements in which Grantor is or becomes licensed to use know-how, a patent, copyright, trademark, trade secret or other proprietary right (except to the extent that such license agreements grant licenses which by their terms may not be assigned or otherwise transferred or encumbered by the Grantor; and

3. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of the trademarks listed in Exhibit A and, subject to any restrictions on assignment and the granting of liens thereon, to the Goodwill and to all trademarks and Goodwill acquired by Grantor after the date hereof.

4. Upon payment in full of the Obligations and termination of the Credit Agreement, Lender shall execute and deliver to Grantor all releases, assignments and instruments as may be necessary or proper to re-vest in Grantor full title to the trademarks, goodwill, and other items in which a security interest has been granted hereunder, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to the Credit Agreement.

**IN WITNESS WHEREOF**, Grantor has caused this Agreement to be signed by its authorized officer and duly attested the day and year first above written.

WACO INTERNATIONAL CORPORATION  
("GRANTOR")



By: Lawrence L. Napolitan  
Its: Chief Financial Officer

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF OHIO

SS:

COUNTY OF CUYAHOGA

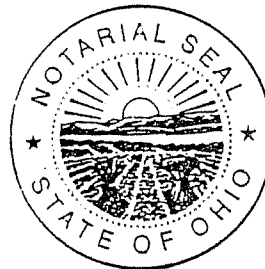
On this 31st day of August, 2005, before me personally came Lawrence L. Napolitan, to me known, who, being duly sworn, did depose and state that he is the Chief Financial Officer of Waco International Corporation, the company described in and which executed the above instrument; and that he signed his name thereto by order of the Board of Directors of said company.



Notary Public

[SEAL]

My commission expires: \_\_\_\_\_



CINDY OBERDORFF  
Notary Public, State of Ohio  
My Commission Expires  
October 20, 2009

**EXHIBIT A**

**Trademarks/Service Marks**

<b>Mark</b>	<b>Reg No.</b>	<b>Renewal Date</b>
RED (the Color)	2,745,420	08/05/2013
WACO	510,607	06/07/2009
Speedlock	683,877	03/27/2011
Speedlock (Canada)	249,947	08/29/2010
Speedlock (Canada)	252,311	11/07/2010
WACO (IN BLOCK DESIGN)	621,594	02/21/2006
Wedgelok	<del>1,429,003</del>	02/17/2007
Hi-Load	696,866	1/31/2011
HI-LOAD	252,281	11/07/2010
Shore "X" <i>Stylized Letters</i>	767,390	03/13/2004
WACO Blue (Canada)	291,134	05/18/2014
Auto Lock	988,546	07/16/2014
Rolling Column Shore	1,020,932	09/23/2005
Cabby	1,538,098	05/09/2009
ARISE WACO	2,376,936	08/15/2010
WACO WRAP	2,251,794	06/08/2014
WACO MAX	2,527,926	01/08/2012
EXPRESCAFF	2,523,977	01/01/2012
Quick-Scaf	2,817,537	02/24/2014
WACO WEDGELOK	<del>1,479,307</del>	03/08/2008
RENT IT RIGHT	2,412,895	12/12/2010

All Trademarks owned by Waco International Corporation