

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
Maxon Industries, Inc. d/b/a Maxon Lift Corp.		10/27/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Guaranty Business Credit Corporation
Street Address:	333 South Grand Avenue
Internal Address:	Suite 1650
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1066098	OUTRIGGER
Registration Number:	1324343	RAILIFT
Registration Number:	2127024	COLUMNLIFT
Registration Number:	1313174	MAXON
Registration Number:	0887482	MAXON
Registration Number:	0678033	TUK-A-WAY

CORRESPONDENCE DATA

Fax Number: (214)855-4300
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2148554731
 Email: awalker@jenkens.com
 Correspondent Name: Cathryn A. Berryman, Jenkens & Gilchrist
 Address Line 1: 1445 Ross Avenue

CH \$165.00 1066098

Address Line 2: Suite 3700
Address Line 4: Dallas, TEXAS 75202-2799

ATTORNEY DOCKET NUMBER:	44522-24
NAME OF SUBMITTER:	ANDREA WALKER
Signature:	/ANDREA WALKER/
Date:	12/28/2005

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement") is dated as of October 31, 2005, and is executed by and between MAXON INDUSTRIES, INC., a California corporation (d/b/a Maxon Lift Corp.) ("Pledgor") and GUARANTY BUSINESS CREDIT CORPORATION, a Delaware corporation ("Secured Party").

RECITALS:

A. Pledgor and Secured Party have entered into that certain Loan and Security Agreement dated as of even date herewith (as amended, restated or otherwise modified, the "Loan Agreement"). Initially capitalized terms used but not defined herein have the respective meanings set forth in the Loan Agreement.

B. Under the terms of the Loan Agreement, Pledgor granted to Secured Party, a continuing security interest in, lien on, assignment of and right of set-off against, all of the Pledgor's General Intangibles, including, without limitation, all of Pledgor's right, title, and interest in, to, and under all now owned and hereafter acquired trademarks (each such trademark, a "Trademark"), together with the goodwill of the business symbolized by Pledgor's Trademarks, and trademark licenses (each such trademark license, a "Trademark License"), and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Loan Agreement), whether now owned or existing or hereafter acquired or arising, regardless of where located.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All capitalized terms used herein and not otherwise defined herein shall have the meaning assigned thereto in the Loan Agreement. This Trademark Security Agreement is in all respects subject to the terms of the Loan Agreement.

2. Pledgor hereby grants to Secured Party a lien on, a collateral assignment of and a continuing security interest in all of Pledgor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) Each Trademark, trademark registration ("Trademark Registration"), and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) Each Trademark License, to the extent allowable under the applicable license agreement, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) All products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, and Trademark License, including, without limitation, any Trademark, Trademark Registration, and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration, and Trademark Application.

3. Pledgor covenants and warrants that:

(a) To Pledgor's knowledge, the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) To Pledgor's knowledge, Pledgor is the sole and exclusive owner of the entire right, title, and interest in and to the Trademark Collateral, free and clear of any liens, charges, and encumbrances, including, without limitation, licenses except as otherwise provided in the Loan Agreement; and

(c) Pledgor has the power and authority to enter into this Agreement and perform its terms and will enter into written agreements, as reasonably requested by Secured Party from time to time, to the extent reasonably necessary to comply with the terms of this Agreement and to protect Secured Party's rights hereunder.

4. Pledgor agrees that, until all of the Obligations have been satisfied in full and the Loan Agreement and all commitments to make Advances thereunder terminated, it will not enter into any agreement (for example, a license agreement) that is inconsistent with Pledgor's obligations under this Agreement, without Secured Party's prior written consent (which consent may be given or withheld in Secured Party's Permitted Discretion), except as permitted by the Loan Agreement.

5. If, before the Obligations shall have been satisfied in full and the Loan Agreement and all commitments to make Advances thereunder terminated, Pledgor shall obtain any new Trademark Collateral, all such Trademark Collateral shall automatically be subject to the security interest granted to GBCC pursuant to Paragraph 2 above. Pledgor agrees to give Secured Party prompt written notice upon Pledgor obtaining any new Trademark Collateral.

6. Pledgor authorizes Secured Party to modify this Agreement by amending Exhibit "A" to include any future Trademark Collateral.

7. If any Event of Default shall have occurred and be continuing beyond any applicable cure period set forth in the Loan Agreement, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the default rights and remedies of a secured party under the Uniform Commercial Code as enacted from

time to time in the State of California and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Pledgor, all of which are hereby expressly waived to the extent permitted by California law, and without advertisement, sell at public or private sale or otherwise realize upon, in the State of California, or elsewhere, the whole or from time to time any part of the Trademark Collateral, or interest which the Pledgor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademark Collateral all reasonable expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the remainder of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be promptly paid over to Pledgor as provided in the Loan Agreement. Notice of any sale or other disposition of the Trademark Collateral shall be given to Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademark Collateral is to be made, which Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Secured Party may, to the extent permissible under California law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

8. Promptly upon request of the Pledgor and at such time as all of the Obligations shall be completely satisfied and the Loan Agreement and all commitments to make Advances thereunder terminated, Secured Party shall execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to re-vest in Pledgor full title to the Trademark Collateral, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

9. Any and all reasonable fees, costs, and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses, incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances, or otherwise protecting, maintaining, preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral shall be borne and paid by Pledgor on demand by Secured Party and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate prescribed in the Loan Agreement.

10. No course of dealing between Pledgor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power, or privilege hereunder or under the Loan 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 future exercise thereof or the exercise of any other right, power, or privilege.

11. All of Secured Party's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

12. 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 hereof, 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.

13. This Agreement is subject to modification only by a writing signed by the parties.

14. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and the permitted assigns of the parties.

15. THE VALIDITY AND INTERPRETATION OF THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.

PLEDGOR:

MAXON INDUSTRIES, INC.,
a California corporation

By: [Signature]
Name: Casey Lugash
Title: President

ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss

On October 27, 2005, before me, Kameelah Hakeem, personally appeared Casey Lugash, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]
Signature of Notary Public

SECURED PARTY:

GUARANTY BUSINESS
CREDIT CORPORATION

By: RSM
Name: Ronald S. Montgomery
Title: Senior Vice President

ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss

On October 31, 2005, before me, Barbara Martin, Notary Public, personally appeared Ronald S. Montgomery, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Barbara Martin
Signature of Notary Public

Schedule 1
to
Trademark Security Agreement

Name/Type	Registrant/ Owner	Country	Registration/ Application Number	Date
OUTRIGGER	Maxon Industries, Inc. assigned to Benwil Industries, Inc. (05/14/79)	USA	1066098	05/24/77
RAILIFT	Layton Capital Corporation	USA	1324343	03/12/85
COLUMNLIFT		USA	2127024	03/12/85
MAXON		USA	1313174	01/08/85
MAXON		USA	0887482	03/10/70
TUCK-A-WAY		USA	0678033	05/05/59

TRADEMARK SECURITY AGREEMENT – Schedule 1
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