

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Trademark Collateral and Pledge Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Columbus McKinnon Corporation		03/16/2006	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76648685	CAMLOK	
Serial Number:	78819574	SUPERSTAR	
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-951-8517		
Email:	kristine.ouimet@bingham.com		
Correspondent Name:	Kristine L Ouimet		
Address Line 1:	150 Federal Street		
Address Line 2:	c/o Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	1000.118617		
NAME OF SUBMITTER:	Kristine L. Ouimet		
Signature:	/Kristine L Ouimet/		

OP \$65.00 76648685

Date:

03/16/2006

Total Attachments: 12

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**FIRST AMENDMENT TO TRADEMARK
COLLATERAL AND PLEDGE AGREEMENT**

This First Amendment to Trademark Collateral and Pledge Agreement (this "First Amendment") is dated as of March 16, 2006 among COLUMBUS MCKINNON CORPORATION, a New York corporation (the "Borrower"), YALE INDUSTRIAL PRODUCTS, INC., a Delaware corporation ("Yale", and together with the Borrower, the "Assignors" and each individually an "Assignor"), and BANK OF AMERICA, N.A., as assignee of Fleet Capital Corporation, having an address at 100 Federal Street, Boston, Massachusetts 02110, individually and as administrative agent (the "Agent") for the Lenders under the Credit Agreement described below (the Agent and the Lenders herein collectively referred to from time to time as the "Secured Parties"). Any capitalized term not otherwise defined herein shall have the meaning ascribed to it in the Trademark Assignment (as defined below).

WITNESSETH:

WHEREAS, each Assignor is a borrower or a Guarantor under the terms of an Amended and Restated Credit and Security Agreement, dated as of November 21, 2002 (as amended from time to time, the "First Amended and Restated Credit Agreement"), among Columbus McKinnon Corporation (the "Borrower"), Larco Industrial Services Ltd. and Columbus McKinnon Limited, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, Fleet Capital Corporation and Fleet National Bank, as Issuing Lender, pursuant to which the Lenders agreed, subject to the terms and conditions set forth therein, to make certain Loans to the Borrower and to issue Letters of Credit, as defined in the Credit Agreement, for the account of the Borrower and the Canadian Borrowers;

WHEREAS, contemporaneously with the Assignors entering into the First Amended and Restated Credit Agreement, the Assignors entered into that certain Trademark Collateral Security and Pledge Agreement, dated as of November 21, 2002 (the "Trademark Assignment") with Fleet Capital Corporation;

WHEREAS, the Borrower, Larco Industrial Services Ltd, a business corporation organized under the laws of the Province of Ontario, Columbus McKinnon Limited, a business corporation organized under the laws of Canada, the Guarantors named therein, the lenders from time to time party thereto, Fleet Capital Corporation, as Administrative Agent, Fleet National Bank, as Issuing Lender and Fleet Securities, Inc., as Arranger have previously entered into that certain Second Amended and Restated Credit and Security Agreement, dated as of November 21, 2002 and amended and restated as of January 2, 2004, (as amended by that certain First Amendment to the Second Amended and Restated Credit Agreement, dated as of April 29, 2005, and by that certain Second Amendment to the Second Amended and Restated Credit Agreement, dated as of August 5, 2005, and by that certain Third Amendment to the Second Amended and Restated Credit Agreement, dated as of August 22, 2005, and by that certain Fourth Amendment to Second Amended and Restated Credit Agreement, dated as of October 17, 2005, the "Second Amended and Restated Credit Agreement"), which Second Amended and Restated Credit Agreement amended and restated the First Amended and Restated Credit Agreement and, together with the Loan Documents (as defined therein) evidenced the rights, obligations, liens, security interests, and collateral security granted to the Agent and the Lenders;

WHEREAS, pursuant to that certain Amendment No. 1 to the Second Amended and Restated Credit Agreement, Fleet Capital Corporation assigned its role as agent and all of its rights under the Loan Documents (as defined in the Second Amended and Restated Credit Agreement), including, without limitation, its rights under the Trademark Assignment, to Bank of America, N.A.

WHEREAS, concurrently herewith, the Borrower is entering into that certain Third Amended and Restated Credit Agreement (as amended, restated, replaced or assigned from time to time, the "Credit Agreement") with Bank of America, N.A., as assignee of Fleet Capital Corporation, as Administrative Agent and the lenders party thereto (collectively, the "Lenders"), which such Credit Agreement amends and restates the Second Amended and Restated Credit Agreement;

WHEREAS, concurrently herewith, the Guarantors (including Yale) are entering into that certain Amended and Restated Continuing Guaranty (as amended, restated, replaced or assigned from time to time, the "Guaranty") pursuant to which the Guarantors guaranty all of the Obligations under the Credit Agreement, which such Guaranty restates and replaces the guaranty set forth in the Second Amended and Restated Credit Agreement;

WHEREAS, concurrently herewith, the Assignors are entering into the Assignor Security Agreements (as defined below) pursuant to which each Assignor grants a security interest in all of its assets as security for the obligations under the Credit Agreement and the Guaranty, as applicable, which such Assignor Security Agreements restate and replace the grants of security interests set forth in the Second Amended and Restated Credit Agreement;

WHEREAS, the obligation of the Lenders to make the Loans to the Borrower and issue the Letters of Credit to the Borrower under the Credit Agreement is subject to the conditions, among others, that each Assignor shall execute and deliver this First Amendment;

WHEREAS, the Trademark Assignment is supplemental to the provisions of the Assignor Security Agreements (as defined below);

NOW, THEREFORE, in consideration of the willingness of the Secured Parties to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make Loans to the Borrower and issue the Letters of Credit to the Borrower pursuant thereto, and for other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

Section 1. Amendments to Trademark Assignment. Effective on the date hereof, the Trademark Assignment shall be amended as follows:

1.1 Defined Terms. Certain terms defined in the Trademark Assignment are hereby amended as follows:

(a) any reference in the Trademark Assignment to "Agent" shall be deemed to be a reference to Bank of America, N.A., as assignee of Fleet Capital Corporation, as Administrative Agent;

(b) any reference in the Trademark Assignment to “this Trademark Assignment” shall be deemed to be a reference to the Trademark Assignment as amended by this First Amendment and as further amended, restated, replaced or assigned from time to time;

(c) any reference in the Trademark Assignment to “Credit Agreement” shall be deemed to be a reference to that certain Third Amended and Restated Credit Agreement, as amended, restated, replaced or assigned from time to time, dated as of March 16, 2006, among Columbus McKinnon Corporation, a New York corporation, Bank of America, N.A., as Administrative Agent and the lenders party thereto; and

(d) any reference in the Trademark Assignment to “Obligations” shall be deemed to be a reference to the Obligations (as defined in the Credit Agreement) and to the Guaranteed Obligations (as defined in the Guaranty).

1.2 Amendments to Section 1. Section 1 of the Trademark Assignment is hereby amended by:

(a) amending the phrase contained therein reading “Unless otherwise provided herein, the rules of interpretation set forth in §1.3 of the Credit Agreement shall be applicable to this Trademark Assignment.” to read, in its entirety as follows:

“Unless otherwise provided herein, the rules of interpretation set forth in §1.02 of the Credit Agreement shall be applicable to this Trademark Assignment.”; and

(b) adding the following new definition thereto in the correct alphabetical location:

“Assignor Security Agreements. The Borrower Security Agreement and the Guarantor Security Agreement to which Yale is a party.”.

1.3 Amendments to Section 2.4, Section 3 and Section 5. Section 2.4, Section 3 and Section 5 of the Trademark Assignment are hereby amended by replacing the text contained therein reading “Credit Agreement” with the following new text:

“Assignor Security Agreements”.

1.4 Amendment to Section 8. Section 8 of the Trademark Assignment is hereby amended by replacing the text contained therein reading “Commonwealth of Massachusetts” with the following new text:

“State of New York”.

1.5 Amendment to Section 17. Section 17 of the Trademark Assignment is hereby amended by replacing the text contained therein reading “§11.1” with the following new text:

“§10.02”.

1.6 Amendment to Section 19. Section 19 of the Trademark Assignment is hereby amended to read, in its entirety, as follows:

“19. GOVERNING LAW; CONSENT TO JURISDICTION.

(a) GOVERNING LAW. THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) CONSENT TO JURISDICTION. EACH ASSIGNOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK ASSIGNMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS TRADEMARK ASSIGNMENT SHALL AFFECT ANY RIGHT THAT THE AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK ASSIGNMENT AGAINST ANY ASSIGNOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. EACH ASSIGNOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK ASSIGNMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS TRADEMARK ASSIGNMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.”

1.7 Amendment to Section 20. Section 20 of the Trademark Assignment is hereby amended to read, in its entirety, as follows:

“20. WAIVER OF JURY TRIAL.

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS TRADEMARK ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THE CREDIT AGREEMENT AND THIS TRADEMARK ASSIGNMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.”

1.8 Amendment to Schedules. The Trademark Assignment is hereby further amended by deleting Schedule A thereto and substituting in lieu thereof Schedule A attached to this First Amendment.

1.9 Amendment to Annex to Exhibit 1. The Trademark Assignment is hereby further amended by deleting Annex to Exhibit 1 thereto and substituting in lieu thereof Annex to Exhibit 1 attached to this First Amendment.

Section 2. Representations and Warranties. Each Assignor hereby represents and warrants to the Agent as follows:

(a) Authority. The execution and delivery by each Assignor of this First Amendment, and the performance by such Assignor of its obligations and agreements under the Trademark Assignment as amended hereby, is within the corporate authority of such Assignor, have been duly authorized by all necessary corporate or partnership proceedings on behalf of such Assignor, and do not and will not contravene any provision of law, statute, rule or regulation to which such Assignor is subject or such Assignor’s governing documents or of any agreement or other instrument binding upon such Assignor.

(b) Enforceability. The Trademark Assignment as amended hereby, constitutes a legal, valid and binding obligation of each Assignor, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors’ rights in general, and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 3. Conditions to Effectiveness. This First Amendment shall become effective upon receipt by the Agent of (i) a counterpart of this First Amendment, executed by each Assignor and (ii) such other assurances, certificates, documents, consents or opinions as the Agent reasonably may require.

Section 4. Miscellaneous. Except as expressly provided in this First Amendment, all of the terms and conditions of the Trademark Assignment remain unchanged, and the terms and conditions of the Trademark Assignment are in full force and effect. This First Amendment may be executed in any number of counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument. In proving this First Amendment, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. This First Amendment is a contract under the laws of the State of New York and shall for all purposes be construed in accordance with and governed by the laws of said State (excluding the laws applicable to conflicts or choice of law).

[Signatures appear on following page.]

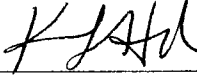
IN WITNESS WHEREOF, the parties have executed this First Amendment as a sealed instrument as of the date first above written.

ASSIGNORS:

COLUMBUS MCKINNON CORPORATION

By: 
Name:
Title:

YALE INDUSTRIAL PRODUCTS, INC.

By: 
Name:
Title:

AGENT:

BANK OF AMERICA, N.A.,
as Administrative Agent

By:  _____

Name: Tamisha Eason
Title: Vice President

Trademark Amendment

TRADEMARK
REEL: 003270 FRAME: 0433

**SCHEDULE A
TO
FIRST AMENDMENT TO TRADEMARK
COLLATERAL AND PLEDGE AGREEMENT**

COLUMBUS MCKINNON CORPORATION

Mark	Jurisdiction	Serial No.	File Date	Reg. Number	Reg. Date
AEROSAFE	United States	73/803,538	05/30/1989	1,572,950	12/26/1989
AIRSTAR	United States	75/055,894	02/07/1996	2,104,108	10/07/1997
ANCHOR SLING	United States	73/000,744	09/12/1973	1,001,437	01/14/1975
APOLLO	United States	74/555,104	07/29/1994	1,946,461	01/09/1996
BALANCE MASTER	United States	72/226,725	08/30/1965	825,669	03/14/1967
BIG ORANGE	United States	74/545,575	07/05/1994	1,966,222	04/09/1996
BUDGIT	United States	72/018,857	11/06/1956	645,721	05/21/1957
BUDGIT	United States	73/066,053	10/16/1975	1,043,969	07/20/1976
CADY (stylized)	United States	74/626,104	01/26/1995	2,061,905	05/13/1997
CAMLOK	United States	76/648,685	10/17/2005		
CLEVLOK	United States	74/306,670	08/24/1992	1,803,048	11/09/1993
CM (stylized)	United States	71/510,423	10/08/1946	442,294	03/22/1949
CM	United States	74/582,468	10/05/1994	1,954,488	02/06/1996
COLORLINKS	United States	75/707,020	05/19/1999	2,507,655	11/13/2001
CRADLE GRAB	United States	73,106,844	11/17/1976	1,088,515	04/04/1978
CYCLONE	United States	71/027,977	06/08/1907	65,207	09/10/1907
DESIGN (A.H. & CO)	United States	75/593,525	11/23/1998	2,349,671	05/16/2000
DESIGN ONLY (TRIANGLE)	United States	73/024,353	06/17/1974	1,016,692	07/29/1975
DI & DESIGN	United States	72/423,777	05/08/1972	985,302	06/04/1974
E-Z PRO	United States	74/417,889	07/28/1993	1,829,208	04/05/1994

Trademark Amendment

BUSDOCS/1542056.4

**TRADEMARK
REEL: 003270 FRAME: 0434**

COLUMBUS MCKINNON CORPORATION

Mark	Jurisdiction	Serial No.	File Date	Reg. Number	Reg. Date
HAMMERLOK	United States	71/695,889	10/05/1955	629,381	06/26/1956
HERC-ALLOY	United States	71/371,853	11/22/1935	340,420	11/10/1936
HERC-ALLOY 800 (stylized)	United States	73/048,094	03/31/1975	1,032,784	02/10/1976
HI-CAP	United States	72/006,813	04/20/1956	639,623	01/08/1957
HOISTALOY	United States	73/012,164	01/30/1974	994,980	10/08/1974
LATCHLOK	United States	74/408,135	07/02/1993	1,830,144	04/12/1994
LIFTTECH LTI (stylized)	United States	73/747,750	08/22/1988	1,570,655	12/12/1989
LITTLE DEVILS	United States	75/762,307	07/28/1999	2,353,778	05/30/2000
LOAD LIFTER	United States	72/272,778	06/01/1967	863,851	01/21/1969
LOAD LIMITER	United States	72/165,803	04/01/1963	779,400	11/03/1964
LOAD SENTRY	United States	73,015,517	03/11/1974	997,914	11/12/1974
LOADMAX	United States	75/008,771	10/20/1995	2,112,766	11/11/1997
LODESTAR	United States	71/686,887	05/05/1955	620,753	02/07/1956
MISCELLANEOUS DESIGN	United States	76/197,417	01/22/2001	2,661,752	12/17/2002
MISCELLANEOUS DESIGN	United States	76/197,416	01/22/2001	2,609,090	08/20/2002
PIGGY-BACK	United States	75/055,399	02/07/1996	2,058,472	04/29/1997
POLARIS	United States	74/555,162	07/29/1994	1,939,045	11/28/1995
POWERSTAR	United States	74/221/861	11/15/1991	1,711,206	09/01/1992
RAILSTAR	United States	74/302,954	08/10/1992	1,809,912	12/07/1993
RED-D-PULLER (stylized)	United States	73/315,498	06/19/1981	1,212,955	10/19/1982
RED-D-ROD	United States	72/436,970	09/28/1972	972,316	11/06/1973
RIGGER	United States	74/396,042	05/28/1993	1,821,012	02/15/1994

COLUMBUS MCKINNON CORPORATION

Mark	Jurisdiction	Serial No.	File Date	Reg. Number	Reg. Date
SHAW-BOX	United States	72/192,305	04/29/1964	793,983	08/10/1965
SHAW-BOX	United States	72/192,304	04/29/1964	793,956	08/10/1965
SHOPSTAR	United States	75/166,340	09/16/1996	2,171,788	07/07/1998
SUPERSTAR	United States	78/819,574	02/21/2006		
TUGIT	United States	73/518,214	01/18/1985	1,376,914	01/07/1986
VALUSTAR	United States	74/221,860	11/15/1991	1,711,205	09/01/1992

Yale Industrial Products, Inc.

Mark	Jurisdiction	Serial No.	File Date	Reg. Number	Reg. Date
BOSSMAN	United States	75/210,470	12/09/1996	2,123,597	12/23/1997
COFFING	United States	73/075,801	01/30/1976	1,077,743	11/22/1977
COFFING	United States	73/323,403	08/10/1981	1,218,905	12/07/1982
DUFF-NORTON (stylized)	United States	71/486,521	07/31/1945	421,489	06/04/1946
LITTLE MULE	United States	72/315,807	12/31/1968	895,453	07/28/1970
TABLEMATE	United States	72/115,089	03/07/1961	731,861	05/22/1962
TORK LIFT	United States	72/357,191	04/17/1970	935,309	06/06/1972
YALE	United States	76/208,553	02/12/2001	2,604,088	08/06/02