

**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
MULTIQUIP INC.		12/15/2006	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	BANK OF THE WEST
Street Address:	300 South Grand Avenue, CP6-3
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	Banking Corporation: CALIFORNIA

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	2845844	MIX N GO
Registration Number:	2841130	SLABSAVER
Registration Number:	2929497	NIGHTHAWK
Registration Number:	3109844	GLOBUG
Registration Number:	1316595	WHISPERWATT
Registration Number:	2268357	DIAMOND BACK
Registration Number:	2662187	MQ CRAWFORD
Registration Number:	2526348	CRAWFORD
Registration Number:	2668162	ESSICK
Registration Number:	1206701	MQ
Registration Number:	2340872	MULTIQUIP
Registration Number:	2680572	MQ POWER
Registration Number:	3144664	SUPERSCREED
Registration Number:	2306734	SUPERSCREED

CH \$515.00 2845844

Registration Number:	2334033	SUPERTROWEL
Registration Number:	1210346	WHISPERWELD
Registration Number:	3050878	WHITEMAN
Registration Number:	1966838	QUICK PITCH
Serial Number:	78736895	
Serial Number:	77047077	

**CORRESPONDENCE DATA**

Fax Number: (415)268-7522  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 415 268 6538  
Email: rlal@mofo.com  
Correspondent Name: Jennifer Lee Taylor  
Address Line 1: Morrison & Foerster LLP, 425 Market St.  
Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	07427-893
NAME OF SUBMITTER:	Jennifer Lee Taylor
Signature:	/Jennifer Lee Taylor/
Date:	12/28/2006

**Total Attachments: 8**  
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source=07427-893 -Updated trademark security agreement#page1.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of December 15, 2006, among MULTQUIP INC., California corporation (the "Company"), each lender from time to time party hereto (collectively, "Lenders" and individually, a "Lender"), and BANK OF THE WEST, as Agent, Swing Line Lender and L/C Issuer.

### RECITALS

A. Agent, the Lenders, and the Company are parties to a Credit Agreement, dated as of December 15, 2006, pursuant to which credit and certain other financial accommodations have been extended to the Company (as amended, extended and replaced from time to time, the "Credit Agreement" and with all capitalized terms not otherwise defined herein used with the meaning given such terms in the Credit Agreement).

B. In connection with the Credit Agreement the Company agreed, among other things, to execute and deliver in favor of Lender, (i) a Security Agreement dated as of December 15, 2006 (as amended, modified or waived, the "Security Agreement") in favor of Agent, and (ii) certain supplemental documents, including, without limitation, this Agreement.

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

### AGREEMENT

1. Grant of Security Interest. As collateral security for the Obligations (as defined in the Security Agreement), Company hereby grants and conveys to Agent a security interest in all of Company's right, title and interest in the following (the "Trademark Collateral"):

(a) All now existing or hereafter created or acquired, all trademarks, applications for trademarks and all agreements in respect of trademarks owned by third parties, including, without limitation, the trademarks specifically described on Schedule I attached hereto, as the same may be amended or replaced from time to time;

(b) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(c) All now existing and hereafter arising rights and licenses to use trademarks;

(d) All now existing and hereafter arising right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation;

(e) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing;

(f) All now existing and hereafter arising specifications as to and quality control manuals used in connection with the operations utilizing any of the foregoing;

(h) All now existing and hereafter arising goodwill associated with any of the foregoing;

(i) All now existing and hereafter arising right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Agent for past, present and future infringements of any of the foregoing; and

(j) All products and proceeds of any of the foregoing.

2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Credit Agreement, the Security Agreement and any other document related thereto to which Company is a party, Company hereby:

(a) represents and warrants that Schedule I attached hereto sets forth an accurate and complete list of all trademarks owned by Company which are registered with the United States Patent and Trademark Office; and

(b) agrees promptly to notify Agent in writing of any additional trademarks of which Company becomes the owner, and to deliver to Agent an amended Schedule I reflecting such additional trademarks. Agent is hereby authorized to cause such amended Schedule I to be filed and recorded in amendment of this Agreement.

3. No Present Assignment. Neither the Credit Agreement, this Agreement, the Security Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights of Agent, it is the intention of the parties hereto that Company continue to own the Trademark Collateral.

4. Relationship to Other Documents. The Trademark Collateral shall constitute Collateral for all purposes of the Credit Agreement, the Security Agreement and the other Loan Documents, and Agent shall have all rights, powers and remedies with respect to the Trademark Collateral to the same extent as it has with respect to other Collateral. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Security Agreement, all of which are incorporated herein by this reference. The Company acknowledges that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement and the other Loan Documents and all such rights and remedies are cumulative.

5. Miscellaneous.

(a) All covenants and other agreements contained in this Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns.

(b) Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

(c) Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any person, or which such person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such person.

(d) This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

(e) This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of California excluding choice-of-law

principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on and as of the day and year first above written.

COMPANY:

MULTIQUIP INC.

By: James S. Henahan  
Name: JAMES S. HENAHAN  
Title: VICE PRESIDENT & CFO

AGENT:

BANK OF THE WEST

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on and as of the day and year first above written.

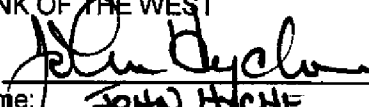
COMPANY:

MULTIQUIP INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

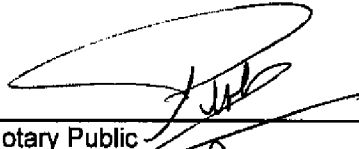
AGENT:

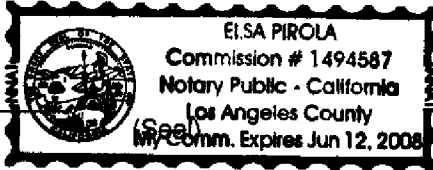
BANK OF THE WEST

By:   
Name: JOHN HICHE  
Title: SE VICE PRES

STATE OF CALIFORNIA )  
COUNTY OF Los Angeles ) ss.  
On December 18 2006 before me, ELSA PIROLA, a Notary Public, appeared JOHN C. HYCHE personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within Waiver and Consent and acknowledged to me that she/he executed the same in her/his authorized capacity, and that by her/his signature on the Waiver and Consent, the entity upon behalf of which the person acted, executed the Waiver and Consent.

WITNESS my hand and official seal.

  
Notary Public  
ELSA PIROLA  
Name (Typed or Printed)



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.  
On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within Waiver and Consent and acknowledged to me that she/he executed the same in her/his authorized capacity, and that by her/his signature on the Waiver and Consent, the entity upon behalf of which the person acted, executed the Waiver and Consent.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public (Seal)  
\_\_\_\_\_  
Name (Typed or Printed)



STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On Dec 18, 2006 before me, Patricia Hart, a Notary Public, appeared JAMES S. HENEHAN personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within Waiver and Consent and acknowledged to me that she/he executed the same in her/his authorized capacity, and that by her/his signature on the Waiver and Consent, the entity upon behalf of which the person acted, executed the Waiver and Consent.

WITNESS my hand and official seal.



Patricia Hart

Notary Public

(Seal)

PATRICIA HART  
Name (Typed or Printed)

SCHEDULE I  
TO TRADEMARK SECURITY AGREEMENT

<b>ISSUED TRADEMARKS</b>		
<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>
Mix N Go	76/423025	2845844
SlabSaver	76/422154	2841130
Nighthawk	76/555268	2929497
Globug	76/620302	3109844
Whisperwatt	73/436394	1316595
Diamond Back	75/388639	2268357
MQ Crawford	76/283129	2662187
Crawford	76/238987	2526348
Essick	76/238988	2668162
MQ	73/238142	1206701
Multiquip	75/678230	2340872
MQ Power	76/381698	2680572
Superscreed	78/604486	3144664
Superscreed	75/596734	2306734
Supertrowel	75/725826	2334033
Whisperweld	73/319462	1210346
Whiteman	78/641609	3050878
Whiteman – Idaho State		18940
Quick Pitch	74/669609	1966838
<b>PENDING TRADEMARKS</b>		
<u>Mark</u>	<u>Serial Number</u>	
Whiteman "Green" (on ride-on power trowels)	78/736895	
Whiteman "Green" (on walk-behind power trowels)	77/047077	

Schedule I

la-894813