

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
Dock Products Canada Inc.		10/20/2006	COMPANY: CANADA

RECEIVING PARTY DATA

Name:	National City Bank, Canada Branch
Street Address:	1965 East 6th Street
Internal Address:	4th Floor
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: CANADA

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1614625	CLEAN FRAME
Registration Number:	2178783	HYDRA MAX
Registration Number:	1650579	POSI-TRAC
Registration Number:	1674806	SAFETY-LOC
Registration Number:	0817730	SERCO
Registration Number:	2565504	VERSA-DOCK XL
Registration Number:	2731603	VERSA-DOCK XL
Registration Number:	2728819	HYDRA MAX
Registration Number:	2857252	ULTRA-SEAL
Registration Number:	2728820	XL-90
Registration Number:	2796779	SAFETY-LOC
Registration Number:	2746449	POSI-TRAC
Registration Number:	2746450	CLEAN FRAME

CH \$465.00 1614625

Serial Number:	76398305	SAFETY-CHOCK
Registration Number:	2741435	SERCO STEEL
Registration Number:	2813902	DRYDOCK
Registration Number:	2960358	PITBULL
Registration Number:	2960359	PITBULL

CORRESPONDENCE DATA

Fax Number: (312)609-5005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-609-7500
Email: tsettle@vedderprice.com
Correspondent Name: Tammy S. Settle
Address Line 1: 222 North LaSalle Street
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	38287.00.0002/TSS
NAME OF SUBMITTER:	Tammy S. Settle
Signature:	/tsettle/
Date:	01/16/2007

Total Attachments: 13
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. OBLIGATIONS SECURED

1. The undersigned, Dock Products Canada Inc., a company incorporated under the laws of Ontario (hereinafter called the "**Debtor**"), hereby enters into this Security Agreement with National City Bank, Canada Branch, as agent on behalf of itself and each of the other lenders party to that certain credit agreement (the "**Credit Agreement**") dated on or about the date hereof (hereinafter called the "**Secured Party**") for valuable consideration and as security for the payment of all present and future indebtedness of the Debtor to the Secured Party and interest thereon both before and after demand and for the payment and discharge of all other present and future liabilities and obligations, direct or indirect, absolute or contingent, joint or several, of the Debtor to the Secured Party whether as principal or surety (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "**Obligations**"). Insofar as it affects personal property located in Ontario, this Security Agreement is governed by the *Personal Property Security Act* (Ontario) (the "**PPSA**"). As used herein, "**Material Adverse Effect**" and "**Event of Default**" shall have the meaning given to such terms in the Credit Agreement.

B. GRANT OF MORTGAGES, CHARGES AND SECURITY INTERESTS

2. The Debtor hereby:
 - (a) assigns, transfers and conveys to the Secured Party, and grants to the Secured Party a security interest in all of its present and future intellectual property including without limitation, (i) copyrights, (ii) trade-marks, trade names, business names, trade styles, logos and all other forms of business identifiers, and (iii) trade secrets and other confidential information and data in any form or format, including without limitation, all know-how obtained, developed or used in or contemplated at any time for use in the business, affairs, undertaking and operations of the Debtor now or hereafter owned generated or acquired, including in each instance all related additions, improvements and accessories thereto and replacements thereof (hereinafter referred to as the "**Intellectual Property**")

Collateral") (whether registered or unregistered) including without limitation the intellectual property described in Schedule "A" hereto; and

- (b) assigns, mortgages and charges in favour of the Secured Party and grants to the Secured Party a security interest in the proceeds arising from any of the assets referred to in this section 2.

For the purposes of this Security Agreement, the Intellectual Property Collateral, the proceeds arising therefrom and all other property and assets of the Debtor referred to in this section 2 are hereinafter collectively called the "**Collateral**".

C. AGREEMENTS OF THE DEBTOR

- 3. The Debtor and the Secured Party agree that they have not agreed to postpone the time for attachment of the security interests granted hereby with respect to presently existing Collateral of the Debtor and that such security interests shall attach to the Collateral acquired after the date hereof as soon as the Debtor has rights in such Collateral.

- 4. The Debtor agrees with the Secured Party that, until the Obligations have been satisfied or paid in full:

- (a) it will not, without the prior written consent of the Secured Party, create or suffer to exist any liens upon or, except in the ordinary course of its business, assign or transfer as security or pledge or hypothecate any of the Collateral, except to the Secured Party and except for such purchase-money security interests and other encumbrances (collectively, the "**Permitted Encumbrances**") referred to in Schedule "B" hereto; and

- (b) it will:

- (i) to the extent required by the Credit Agreement, hold the proceeds received from any direct or indirect dealing with the Collateral in trust for the Secured Party after the security interests granted in this Security Agreement become enforceable;

- (ii) maintain the Collateral and grant the Secured Party access to the Collateral in the manner provided for in the Credit Agreement;
- (iii) make all necessary filings, registrations and other recordations to protect the interest of the Debtor in the Collateral, including without limitation recordations of all its interests in all patents, trade-marks, and copyrights comprised in the Intellectual Property Collateral, except where the Secured Party has agreed in writing that it is not necessary to do so;
- (iv) perform all covenants required under any third party agreement, including, *inter alia*, promptly paying all required fees, royalties and taxes, to maintain each and every item of Intellectual Property Collateral in full force and effect throughout as applicable;
- (v) maintain all filings, registrations and other recordations relating to any of the Intellectual Property Collateral, including without limitation, timely payment of any renewal and/or maintenance fees, except where the Secured Party has agreed in writing that it is not necessary to do so;
- (vi) vigorously protect, preserve and maintain all of the right, title and interest of the Debtor in the Intellectual Property Collateral, including without limitation, the duty to prosecute and/or defend against any and all suits concerning validity, infringement, enforceability, ownership or other aspects affecting any of the Intellectual Property Collateral (any expenses incurred in protecting, preserving and maintaining any of the Intellectual Property Collateral shall be borne by the Debtor), except where the Secured Party has agreed in writing that it is not necessary to do so;
- (vii) upon written request by the Secured Party, execute and deliver any and all agreements, instruments, documents and papers as the Secured Party may reasonably request to evidence the security interest of the Secured Party in the Collateral, including without limiting the foregoing, the Intellectual Property Collateral;

- (viii) refrain from selling, assigning, disposing, licensing or otherwise transferring to any third party any of the right, title or interest of the Debtor in any of the Collateral, including without limitation, the Intellectual Property Collateral other than in the normal course of the business of the Debtor;
- (ix) during the continuation of an Event of Default, refrain from either directly or indirectly filing any application for registration affecting any of the Intellectual Property Collateral without the prior written consent of the Secured Party;
- (x) strictly comply with every covenant and undertaking given by it to the Secured Party; and
- (xi) comply with valid requirements of any governmental authority pertaining to the operation by the Debtor of its business.

5. The Debtor hereby represents and warrants to the Secured Party (which representations and warranties shall survive until the Obligations have been completely performed and discharged) that:

- (a) (i) except where the Secured Party has agreed in writing that it is not necessary to do so, all registrations and applications for registration in respect of the Intellectual Property Collateral including all relevant renewals have been duly and properly made, are in full force and effect and are not subject to dispute by any governmental authority or agency and (ii) except where the failure to do so could not reasonably be expected to have a Material Adverse Effect, all leases, licenses, and other agreements affecting any of the right, title or interest of the Debtor in any of the Intellectual Property Collateral (collectively, "Third Party Agreements") are in good standing;
- (b) the Debtor owns directly or is entitled to use by license or otherwise all patents, trade-marks, trade secrets, copyrights, licenses, technology, know-how, processes and other information and rights with respect to the Collateral, including the

With a copy to:

National City Business Credit, Inc.
 1965 East 6th Street
 4th Floor
 Locator 01-3049
 Cleveland, Ohio 44114
 Attention: Mr. Glenn P. Bartley
 Telecopy Number: (216) 222-9555

And a copy to:

Vedder, Price, Kaufman & Kammholz, P.C.
 222 North LaSalle Street
 Suite 2600
 Chicago, Illinois 60601
 Attention: Thomas E. Schnur, Esq.
 Telecopy Number: (312) 609-5005

(b) in the case of the Debtor, addressed as follows:

c/o 4Front Engineered Solutions Inc.
 1612 Hutton Drive, Suite 140
 Carrollton, Texas, 75006
 Attention: Paul Venesky, CFO
 Telephone:
 Telecopier: (972) 236-2439
 Email: paul.venesky@dockproducts.spx.com

With a copy to:

Stikeman Elliott LLP
 1155 Rene-Levesque Blvd. West, 40th Floor
 Montreal, Quebec
 H3B 3V2

Attention: Peter Castiel, Esq.
 Telecopy Number: (514) 397-3222

Either party may from time to time notify the other party hereto, in accordance with the provisions hereof, of any change of address which thereafter, until changed by like notice, shall be the address of such party for all purposes of this Security Agreement.

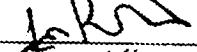
24. In construing this Security Agreement, terms herein shall have the same meaning as defined in the PPSA, unless the context otherwise requires. The personal pronoun "it" or

"its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation and, in the case of the Debtor, any new partnership resulting from the admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners thereof.

[the next page is the signature page]

IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor as of the 2nd day of October, 2006.

~~DOCK PRODUCTS CANADA INC.~~

Per: 
Name: Don Kleinke
Title: Vice President

I have the authority to bind the Debtor.

[signature page to the Intellectual Property Security Agreement]

SCHEDULE "A"

Certain Intellectual Property Assets
(Security Agreement, subclause 2(a))

Patents, Trademarks, Copyrights and Licenses
Patents

<u>Case No.</u>	<u>Title</u>	<u>CO</u>	<u>Status</u>	<u>Applicatio n</u>	<u>Filed</u>	<u>Patent</u>	<u>Issued</u>	<u>Assignee</u>
87353.18 20	Vehicle Restraint	CA	Grante d	2033918	01/10/9 1	2033918	11/21/9 5	Dock Products Canada Inc.
87269.19 60	Dockleveler with a Barrier	US	Grante d	09/439,32 1	11/12/9 9	6,516,48 7	02/11/0 3	Dock Products Canada Inc.
87353.15 01	Automatic Wheel Chock	US	Grante d	08/917,69 0	08/26/9 7	6,123,49 6	09/26/0 0	Dock Products Canada Inc.
87353.15 20	Low Profile Vehicle Restraint	US	Grante d	09/511,90 8	02/23/0 0	6,322,31 1	11/27/0 1	Dock Products Canada Inc.
87353.15 40	Multi-Position Releasable Lip Latch for a Dock Leveler	US	Grante d	09/835,38 8	04/17/0 1	6,487,74 1	12/03/0 2	Dock Products Canada Inc.
87353.16 20	Mechanically Actuated Dock Leveler with Hydraulic Assist	US	Grante d	09/457,75 9	12/10/9 9	6,327,73 3	12/11/0 1	Dock Products Canada Inc.
87353.16 60	Dock Leveler Lip Construction	US	Grante d	09/637,93 8	08/14/0 0	6,370,71 9	04/16/0 2	Dock Products Canada Inc.
87353.17 00	Counterbalance for Mechanical Dock Leveler	US	Grante d	09/157,56 5	09/21/9 8	6,125,49 1	10/03/0 0	Dock Products Canada Inc.
87353.18 80	Vehicle Restraint with Security Device	US	Grante d	08/840,78 7	04/16/9 7	6,139,24 2	10/31/0 0	Dock Products Canada Inc.
87353.19 00	Vehicle Restraint Sensing Sytem	US	Grante d	08/921,01 9	08/29/9 7	6,033,17 4	03/07/0 0	Dock Products Canada Inc.
87353.19 01	Vehicle Restraint Sensing Sytem	US	Grante d	09/035,03 2	03/05/9 8	6,062,79 6	05/16/0 0	Dock Products Canada Inc.
87353.19 20	Vehicle Restraint	US	Grante d	07/466,79 9	01/08/9 0	5,120,18 1	06/09/9 2	Dock Products Canada Inc.

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87353.19 21	Vehicle Restraint	US	Grante d	08/013,65 1	01/28/9 3	5,259,71 8	11/09/9 3	Dock Products Canada Inc.
87353.19 22	Vehicle Restraint	US	Grante d	07/838,92 1	02/21/9 2	5,336,03 3	08/09/9 4	Dock Products Canada Inc.
87353.19 23	Vehicle Restraint	US	Grante d	08/003,46 7	01/12/9 3	5,346,35 3	09/13/9 4	Dock Products Canada Inc.
87353.19 24	Vehicle Restraint	US	Grante d	08/245,54 1	05/18/9 4	5,454,68 2	10/03/9 5	Dock Products Canada Inc.
87353.19 25	Vehicle Restraint	US	Grante d	08/417,70 0	04/06/9 5	6,190,10 8	02/20/0 1	Dock Products Canada Inc.
87353.19 40	Seal Carried By a Vertically Storing Dock Leveler	US	Grante d	07/331,98 3	04/03/8 9	5,001,79 9	03/26/9 1	Dock Products Canada Inc.
87353.19 41	Seal Carried By a Vertically Storing Dock Leveler	US	Grante d	07/979,22 7	11/20/9 2	5,313,68 1	05/24/9 4	Dock Products Canada Inc.
87353.19 42	Seal Carried By a Vertically Storing Dock Leveler	US	Grante d	07/978,72 5	11/19/9 2	5,396,67 6	03/14/9 5	Dock Products Canada Inc.
87353.19 60	Vehicle Restraint	US	Grante d	07/232,83 3	08/16/8 8	4,988,25 4	01/29/9 1	Dock Products Canada Inc.
87353.19 80	Dock Leveler Hold-Down	US	Grante d	07/232,83 1	08/16/8 8	4,847,93 5	07/18/8 9	Dock Products Canada Inc.
87353.19 81	Dock Leveler Hold-Down	US	Grante d	07/306,96 3	02/06/8 9	4,974,27 6	12/04/9 0	Dock Products Canada Inc.
87353.20 00	Maintenance Prop for a Dock Leveler	US	Grante d	09/035,03 6	03/05/9 8	6,035,47 5	03/14/0 0	Dock Products Canada Inc.
87353.20 40	Vertically Storing Dock Leveler	US	Grante d	07/724,62 6	07/02/9 1	5,117,52 6	06/02/9 2	Dock Products Canada Inc.
87353.20 60	Wedge Seal for Loading Dock Shelter	US	Grante d	07/569,60 0	08/21/9 0	5,048,24 6	09/17/9 1	Dock Products Canada Inc.
87353.20 80	Dock Leveler Hydraulic Circuit	US	Grante d	08/371,56 5	01/11/9 5	5,511,26 7	04/30/9 6	Dock Products Canada Inc.

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87353.21 00	Dock Leveler	US	Grante d	07/315,06 0	02/24/8 9	4,928,34 0	05/29/9 0	Dock Products Canada Inc.
87353.21 20	Variable Lip Throw-Out for Dockboard	US	Grante d	07/360,18 4	06/01/8 9	4,937,90 6	07/03/9 0	Dock Products Canada Inc.
87353.21 40	Brake for Rail Dock Leveler	US	Grante d	07/372,97 7	06/29/8 9	4,961,24 1	10/09/9 0	Dock Products Canada Inc.
87353.21 60	Control Circuit for Vertically Storing Dock Leveler	US	Grante d	07/373,54 7	06/30/8 9	4,977,63 5	12/18/9 0	Dock Products Canada Inc.
87353.22 00	Automatic Vehicle Restraint	US	Grante d	07/482,47 6	02/21/9 0	5,026,24 2	06/25/9 1	Dock Products Canada Inc.
87353.22 20	Dock Leveler Lip Actuation Mechanism	US	Grante d	07/622,06 8	12/04/9 0	5,088,14 3	02/18/9 2	Dock Products Canada Inc.
87353.22 80	Dock Leveler Having Automatically Actuated Vehicle Barrier	US	Grante d	07/650,37 3	01/30/9 1	5,157,80 1	10/27/9 2	Dock Products Canada Inc.
87353.23 20	Scissors Lift Dock Leveler	US	Grante d	08/203,30 2	03/01/9 4	5,460,46 0	10/24/9 5	Dock Products Canada Inc.
87353.23 40	Automatic Wheel Chock System	US	Grante d	08/754,81 0	11/21/9 6	5,934,85 7	08/10/9 9	Dock Products Canada Inc.
87353.23 60	Dock Leveler Lip Construction	US	Grante d	08/735,33 7	10/22/9 6	5,926,89 0	07/27/9 9	Dock Products Canada Inc.
87353.23 80	Loading Dock with Adjustable Bumpers	US	Grante d	08/757,94 4	11/27/9 6	5,881,41 4	03/16/9 9	Dock Products Canada Inc.
87353.24 00	Dock Leveler with Cam Assisted Lip Extension	US	Grante d	08/802,43 0	02/18/9 7	5,832,55 4	11/10/9 8	Dock Products Canada Inc.
87353.24 20	Control System for Loading Docks	US	Grante d	08/505,96 2	07/24/9 5	5,831,54 0	11/03/9 8	Dock Products Canada Inc.
87353.24 40	Automatic Return To Dock Mechanism	US	Grante d	08/371,57 0	01/11/9 5	5,526,54 5	06/18/9 6	Dock Products Canada Inc.

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87353.24 60	Pit Mounted Retractable Vehicle Restraint	US	Grante d	08/301,64 7	09/07/9 4	5,505,57 5	04/09/9 6	Dock Products Canada Inc.
87353.25 20	Loading Dock with Adjustable Bumpers	US	Grante d	09/172,61 6	10/15/9 8	6,006,38 9	12/28/9 9	Dock Products Canada Inc.
87353.25 80	Automatic Wheel Chock System	US	Grante d	08/989,39 2	12/12/9 7	6,082,95 2	07/04/0 0	Dock Products Canada Inc.
87353.26 00	Electrically Actuated Dock Leveler	US	Grante d	08/735,40 4	10/22/9 6	5,826,29 1	10/27/9 8	Dock Products Canada Inc.
87353.26 60	Automatic Wheel Chock System	US	Grante d	08/562,95 7	11/27/9 5	5,709,51 8	01/20/9 8	Dock Products Canada Inc.
87353.26 80	Automatic Return To Dock Mechanism for Mechanical Dock Leveler	US	Grante d	08/563,06 1	11/27/9 5	5,586,35 6	12/24/9 6	Dock Products Canada Inc.
87353.27 00	Safety Device for a Vertically Stored Dock Leveler	US	Grante d	08/408,03 8	03/21/9 5	5,586,35 5	12/24/9 6	Dock Products Canada Inc.
87353.27 20	Dock Leveler with Folding Barrier Lip	US	Grante d	08/399,22 3	03/06/9 5	5,553,34 3	09/10/9 6	Dock Products Canada Inc.
87353.27 40	Dock Leveler Hydraulic Circuit	US	Grante d	08/284,24 8	08/02/9 4	5,544,38 1	08/13/9 6	Dock Products Canada Inc.
87353.27 80	Safety Gate for Loading Docks	US	Grante d	08/167,20 7	12/16/9 3	5,459,96 3	10/24/9 5	Dock Products Canada Inc.
87353.28 00	Loading Dock Seal	US	Grante d	07/586,05 6	09/21/9 0	D348,38 7	07/05/9 4	Dock Products Canada Inc.
87353.28 60	Loading Dock with Segmented Wheels	US	Grante d	10/058,29 7	01/30/0 2	6,594,84 2	07/22/0 3	Dock Products Canada Inc.

Trademarks

<u>Case #</u>	<u>Mark</u>	<u>CO</u>	<u>Status</u>	<u>Appln.</u>	<u>Filed</u>	<u>Registration #</u>	<u>Registered</u>	<u>Assignee</u>
87269-0021	Loadex	CA	Registered	0823064	12-Sep-96	TMA483096	26-Sep-97	Dock Products Canada Inc.
87353-0028	Serco	CA	Registered	0350663	25-Feb-72	TMA189697	30-Mar-73	Dock Products Canada Inc.
87353-0029	Clean Frame	CA	Registered	0623334	16-Jan-89	TMA366295	02-Mar-90	Dock Products Canada Inc.
87353-0030	Posi-Trac	CA	Registered	0632307	18-May-89	TMA375796	16-Nov-90	Dock Products Canada Inc.
87353-0003	Clean Frame	US	Registered	73/804,390	16-Jan-89	1,614,625	25-Sep-90	Dock Products Canada Inc.
87353-0004	Hydra Max	US	Registered	74/630,851	06-Feb-95	2,178,783	04-Aug-98	Dock Products Canada Inc.
87353-0005	Posi-Trac	US	Registered	73/819,652	16-Aug-89	1,650,579	16-Jul-91	Dock Products Canada Inc.
87353-0008	Safety-Loc	US	Registered	74/132,881	23-Jan-91	1,674,806	11-Feb-92	Dock Products Canada Inc.
87353-0009	Serco	US	Registered	72/218,224	06-May-65	817,730	01-Nov-66	Dock Products Canada Inc.
87353-0011	Versa-Dock XI	US	Registered	75/400,991	29-Apr-03	2,565,504	30-Apr-02	Dock Products Canada Inc.
87353-0019	Versa-Dock XI	US	Registered	76/395,519	12-Apr-02	2,731,603	01-Jul-03	Dock Products Canada Inc.
87353-0020	Hydra Max	US	Registered	76/395,511	12-Apr-02	2,728,819	24-Jun-03	Dock Products Canada Inc.
87353-0021	Ultra Seal	US	Registered	76/395,518	12-Apr-02	2,857,252	29-Jun-04	Dock Products Canada Inc.
87353-0022	XI-90	US	Registered	76/395,512	12-Apr-02	2,728,820	24-Jun-03	Dock Products Canada Inc.
87353-	Safety-Loc	US	Registered	76/395,517	12-Apr-02	2,796,779	23-Dec-03	Dock Products Canada Inc.

<u>Case #</u>	<u>Mark</u>	<u>CO</u>	<u>Status</u>	<u>Appln.</u>	<u>Filed</u>	<u>Registration #</u>	<u>Registered</u>	<u>Assignee</u>
0023								Inc.
87353-0024	Posi-Trac	US	Registered	76/395,514	12-Apr-02	2,746,449	05-Aug-03	Dock Products Canada Inc.
87353-0025	Clean Frame	US	Registered	76/395,515	12-Apr-02	2,746,450	05-Aug-03	Dock Products Canada Inc.
87353-0026	Safety-Chock	US	Published	76/398,305	19-Apr-02			Dock Products Canada Inc.
87353-0031	Sarco Steel	US	Registered	76/430,459	11-Jul-02	2,741,435	29-Jul-03	Dock Products Canada Inc.
87353-0035	Dry Dock	US	Registered	76/444,677	27-Aug-02	2,813,902	10-Feb-04	Dock Products Canada Inc.
87353-0040	Pitbull w/Logo	US	Registered	76/519,311	02-Jun-03	2,960,358	07-Jun-05	Dock Products Canada Inc.
87353-0041	Pitbull	US	Registered	76/519,312	02-Jun-03	2,960,359	07-Jun-05	Dock Products Canada Inc.