

**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
4Front Engineered Solutions, Inc.	FORMERLY SPX Dock Products, Inc.	10/20/2006	CORPORATION: WISCONSIN

**RECEIVING PARTY DATA**

Name:	National City Business Credit, Inc.
Street Address:	1 East Fourth Street
Internal Address:	6th Floor
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	CORPORATION: OHIO

**PROPERTY NUMBERS Total: 48**

Property Type	Number	Word Mark
Registration Number:	2281094	TKO CRUISERWEIGHT
Registration Number:	2453552	TKO WELTERWEIGHT
Registration Number:	2246556	TKO HEAVYWEIGHT
Registration Number:	2239541	TKO MIDDLEWEIGHT
Registration Number:	2189046	TKO
Registration Number:	2051150	TKO
Serial Number:	76614584	COUNTERWEIGHT
Serial Number:	76614583	FLYWEIGHT
Registration Number:	3064863	THERMALWEIGHT
Registration Number:	2812225	
Registration Number:	1315801	TUFSEAL
Registration Number:	2189886	WEARMASTER
Registration Number:	2274999	WEATHERALL

CH \$1215.00 2281094

Registration Number:	2344058	FLEXFRAME
Registration Number:	2457666	TUFSTEEL
Registration Number:	2608316	FOAMSIDE
Registration Number:	2416219	DOCK STUFR
Registration Number:	2865544	AQUASHIELD
Registration Number:	2403194	
Registration Number:	2394597	PASSPORT
Registration Number:	2610285	HYDRAULICPLUS
Registration Number:	2551819	FX-C
Registration Number:	2315971	KELLEY
Registration Number:	2318449	STAR
Registration Number:	1303703	TS-55
Registration Number:	1446073	TRUK ALERT
Registration Number:	1318919	TRUK STOP
Registration Number:	1969596	FX
Registration Number:	0960712	KELLEY
Registration Number:	0808241	KELLEY
Registration Number:	1391367	KELLEY
Registration Number:	1921503	KELLEY
Registration Number:	2836042	HULK
Registration Number:	2775193	LOADWARRIOR
Registration Number:	2967927	PAL
Registration Number:	2615172	PAUL REILLY COMPANY
Registration Number:	2618062	R
Registration Number:	2624708	CASCO
Registration Number:	2607509	
Registration Number:	2826292	ULTRA DOCK SHELTER
Registration Number:	2644636	SNAPBACK
Registration Number:	2914949	AIRDEFENSE
Registration Number:	2952680	AFX
Registration Number:	3008378	POWERFULLY SIMPLE
Registration Number:	3091926	LOADHOG
Registration Number:	2132215	APS RESOURCE
Registration Number:	2505379	FLEX-BACK
Registration Number:	2138537	AUTO CHOCK

**TRADEMARK**

**REEL: 003462 FRAME: 0300**

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:	01/17/2007

Total Attachments: 22  
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## TRADEMARK AND LICENSE SECURITY AGREEMENT

TRADEMARK AND LICENSE SECURITY AGREEMENT ("Agreement") dated as of October 20, 2006, made by 4Front Engineered Solutions, Inc. (f/k/a SPX Dock Products, Inc.), a Wisconsin corporation, each other Person that may from time to time become a party hereto as a grantor (collectively, the "Grantors" and each individually, a "Grantor"); and NATIONAL CITY BUSINESS CREDIT, INC., an Ohio corporation ("NCBC"), as collateral agent and administrative agent for itself and the Lenders referred to below (NCBC, in such capacity, the "Agent").

### W I T N E S S E T H:

WHEREAS, Agent, certain financial institutions from time to time a party thereto (the "Lenders"), National City Bank, as Issuer, Grantors, and certain guarantors, have entered into that certain Credit and Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated of even date herewith, pursuant to which the Lenders have, subject to the terms and conditions set forth therein, agreed to extend certain credit facilities to the Grantors;

WHEREAS, the Agent and the Lenders have required, as a further condition to entering into the Credit Agreement and to secure the Obligations under the Credit Agreement and the Other Documents, that Grantors execute this Agreement.

NOW, THEREFORE, for and in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms.

- (i) When used herein, (a) capitalized terms which are not otherwise defined have the meanings assigned thereto in the Credit Agreement; and (b) the following terms have the following meanings:

Collateral see Section 2.

- (ii) The terms "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. Any pronoun used shall be deemed to cover all genders. Wherever appropriate in the context, terms used herein in the singular also include the plural and vice versa. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. Unless otherwise provided, all references to any instruments or agreements to which Agent is a party, including, without limitation, references to the Credit Agreement and any of Other Documents, shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof.

2. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, each of the Grantors hereby grants, to Agent, for its benefit and the ratable benefit of the Lenders, a first priority security interest, having priority over all other security interests, with power of sale (to the extent permitted by applicable law) in all of such Grantor's interest in now owned or existing and hereafter acquired or arising (collectively, the "Collateral"):

- (i) trademarks, registered trademarks and trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications, and service mark registrations, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of such Grantor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");
- (ii) the goodwill of such Grantor's business connected with and symbolized by the Trademarks; and
- (iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks, trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications and service mark registrations, whether such Grantor is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of Agent's and Lenders' rights under the Credit Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement which by its terms prohibits (which prohibition is enforceable under applicable law) the grant of the security interest contemplated by this Agreement for so long as such prohibition continues; it being understood that upon request of the Agent, such Grantor will in good faith use reasonable efforts to obtain consent for the creation of a security interest in favor of the Agent in such Grantor's rights under such license agreement.

3. Restrictions on Future Agreements. Except for agreements entered into in the ordinary course of its business, each of the Grantors will not, without Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and such Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Agent under this Agreement or the rights associated with those Trademarks which are necessary or desirable in the operation of such Grantor's business.

4. New Trademarks and Licenses. Each of the Grantors represents and warrants that the Trademarks and Licenses listed on Schedule A and Schedule B, respectively, include all of the Trademarks and Licenses now owned or held by such Grantor. If, prior to the termination of this Agreement, any Grantor shall (i) obtain rights to any new Trademark or Licenses or (ii) become entitled to the benefit of any new or existing Trademark or License, the provisions of Section 2 shall automatically apply thereto and such Grantor shall notify Agent in writing (with reasonable detail) of such changes with respect to registered Trademarks and Licenses once every six months; provided that such Grantor shall, within five (5) days of approval, notify Agent and provide Agent with copies of all relevant documents relating to the approval of an application for a domestic Trademark by the United States Patent and Trademark Office. Each of the Grantors hereby authorizes Agent to unilaterally modify this Agreement by (a) amending Schedule A or Schedule B, as the case may be, to include any Trademarks or Licenses which are described under Section 2, or under this Section 4, and (b) filing with the United States Patent and Trademark Office, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedule A or Schedule B thereto, as the case may be, the revised list of Trademarks and/or Licenses under Section 2 or this Section 4. Notwithstanding the foregoing, each of the Grantors hereby agrees that Agent's security interest shall extend to all of the collateral listed in Section 2 and this Section 4, regardless of whether Agent actually amends Schedule A and Schedule B.

5. Additional Parties. To the extent permitted by the Credit Agreement, at any time after the date of this Agreement, one or more additional Persons may become parties hereto by executing and delivering to the Agent a counterpart signature page to this Agreement together with supplements to the Schedules hereto setting forth all relevant information with respect to such party as of the date of such delivery. Immediately upon such execution and delivery (and without any further action), each such additional Person will become a party to, and will be bound by all the terms of, this Agreement. Without limiting the generality of the foregoing, upon such additional Person's execution of such counterpart, each reference to "Grantor" herein shall include such additional Person and such Person shall be deemed to have thereupon granted to Agent for its benefit and the ratable benefit of the Lenders a first priority security interest in all of its Collateral, as provided herein.

6. Royalties. Each of the Grantors hereby agrees that the use by Agent of the Trademarks and Licenses as described in Section 2 and Section 4 and as authorized hereunder shall be, to the extent permitted by applicable law, co-extensive with such Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent to such Grantor.

7. Nature and Continuation of Lenders' Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Obligations have been paid in full and the Credit Agreement terminated. At such time, the rights granted to Agent hereunder shall also terminate.

8. Right to Inspect; Further Assignments and Security Interests. Agent shall have the inspection rights provided in the Credit Agreement to inspect the premises and to examine the books, records, and operations of each Grantor relating to the Trademarks and the Licenses. From and after the occurrence of, and during the continuance of, an Event of Default, and subject to the terms of the Credit Agreement, each of the Grantors agrees that Agent or a conservator appointed by Agent, shall have the right to establish such reasonable additional product quality controls as Agent or such conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by such Grantor under the Trademarks or the Licenses. Each of the Grantors agrees (i) except in the ordinary course of its business, not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior written consent of Agent, (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, except when Grantor in the exercise of its business judgment determines it is prudent not to do so, and (iii) not to reduce the quality of such products in any material respect without the prior written consent of Agent, except when Grantor in the exercise of its business judgment determines it is prudent to do so.

9. Duties of Grantors. Each Grantor shall have the duty, to the extent desirable in the normal conduct of such Grantor's business and consistent with such Grantor's current business practices or Grantor's commercially reasonable business judgment: (i) to prosecute diligently any trademark applications or registrations or service mark applications or registrations that are part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make applications for trademarks and service marks as such Grantor deems appropriate, and (iii) to take reasonable steps to preserve and maintain all of such Grantor's rights in the trademark and service mark applications and trademark and service mark registrations that are part of the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by such Grantor. No Grantor shall abandon any material trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or shall be, in such Grantor's commercially reasonable business judgment, necessary or economically desirable in the operation of such Grantor's business. Grantor agrees to retain an experienced trademark attorney for the filing and prosecution of all such applications and other proceedings. Neither Agent nor any Lender shall have any duty with respect to the Trademarks or Licenses. Without limiting the generality of the foregoing, neither Agent nor any Lender shall be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at Agent's option during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Grantors and added to the Obligations secured hereby.

10. Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, and subject to the terms of the Credit Agreement, Agent shall have the right, but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses and, if

Agent shall commence any such suit, each of the Grantors shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement. Each of the Grantors shall, upon demand, promptly reimburse and indemnify Agent for all costs and reasonable expenses incurred by Agent in the exercise of its rights under this Section 10 (including, without limitation, all reasonable attorneys' and paralegals' fees). If, for any reason whatsoever, Agent is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.

11. Waivers. No course of dealing between any Grantor and Agent, and no failure to exercise or delay in exercising on the part of Agent any right, power or privilege hereunder or under the Credit Agreement or Other Documents shall operate as a waiver of any of Agent's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under the Credit Agreement or Other Documents shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Agent's Exercise of Rights and Remedies Upon Event of Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement or Other Documents. Without limiting the generality of the foregoing, each Grantor acknowledges and agrees that (i) the Trademarks and the Licenses comprise a portion of the Collateral and Agent shall have the right to exercise its rights under the Credit Agreement with respect to the Trademarks and the Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence and during the continuance of an Event of Default, Agent or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the inventory, or for any other purpose in connection with the conduct of such Grantor's business. Any proceeds of any of the Collateral may be applied by the Agent to the payment of expenses in connection with the enforcement of Agent's rights and remedies hereunder and in connection with the Collateral, including, without limitation, reasonable attorneys' fees and legal expenses, and any balance of such proceeds may be applied by the Agent toward the payment of such of the Obligations, and in such order of application, as the Agent may from time to time elect (and, after payment in full of all Obligations, any excess shall be delivered to the Grantors or as a court of competent jurisdiction shall direct).

13. Intent-to-Use Applications. Notwithstanding any provision of this Agreement, the applicable Uniform Commercial Code or any other agreement or law, in no event shall any party be required or permitted to assign, convey or transfer any trademark or service mark that is the subject of an application for registration under Section 1(b) of the Lanham Act (15 U.S.C. § 1051(b)), as amended, prior to the filing of the verified allegation of use under Section 1(c) or 1(d) of the Lanham Act (15 U.S.C. § 1051(c) or 1051(d)), as amended, unless such assignment, conveyance or transfer is to the successor to the business, or that portion of the business to which the mark pertains, of the assigning, conveying or transferring party, if that business is ongoing and existing.



14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, 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.

15. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 2 and Section 4 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Each of the Grantors hereby irrevocably appoints Agent as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise to carry out the acts described below. Upon the occurrence and during the continuance of an Event of Default, each of the Grantors hereby authorizes Agent to, in its sole discretion, (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as Agent deems are in its best interest, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms. Agent shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 16 without taking like action with respect to the entire goodwill of such Grantor's business connected with the use of, and symbolized by, such Trademarks. Each of the Grantors hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 7 hereof. Each of the Grantors acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or Lenders under the Credit Agreement or Other Documents, but rather is intended to facilitate the exercise of such rights and remedies. Agent and the Lenders shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which, respectively, either (y) the Trademarks may be located or deemed located, or (z) the Licenses were granted.

17. Binding Effect; Benefits. This Agreement shall be binding upon each of the Grantors and its successors and assigns, and shall inure to the benefit of Agent and the Lenders, and their nominees, successors and assigns. Each of the Grantors' successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for such Grantor; provided, however that no Grantor shall voluntarily assign its obligations hereunder without the prior written consent of Agent.

18. Governing Law/Forum Selection. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY

WITHIN THE STATE OF ILLINOIS. ANY JUDICIAL PROCEEDING BROUGHT BY OR AGAINST ANY GRANTOR WITH RESPECT TO THIS AGREEMENT OR ANY RELATED AGREEMENT MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION IN THE STATE OF ILLINOIS, UNITED STATES OF AMERICA, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT. EACH GRANTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (RETURN RECEIPT REQUESTED) DIRECTED TO EACH GRANTOR AT THE ADDRESS SET FORTH BELOW ITS SIGNATURE ON THE SIGNATURE PAGE TO THIS AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED COMPLETED FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO DEPOSITED IN THE MAILED OF THE UNITED STATES OF AMERICA. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY GRANTOR WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED HEREUNDER AND SHALL NOT ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE OR BASED UPON FORUM NON CONVENIENS. ANY JUDICIAL PROCEEDING BY ANY GRANTOR AGAINST AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER OR CLAIM IN ANY WAY ARISING OUT OF, RELATED TO OR CONNECTED WITH THIS AGREEMENT OR ANY RELATED AGREEMENT, SHALL BE BROUGHT ONLY IN A FEDERAL OR STATE COURT LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS.

19. Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

20. Notices. Any written notice, consent or other communication provided for in this Agreement shall be delivered personally (effective upon delivery), via facsimile (effective upon

confirmation of transmission), via overnight courier (effective the next Business Day after dispatch if instructed to deliver on next Business Day) or via U.S. Mail (effective three (3) days after mailing, postage prepaid, first class) to each party at its address(es) and/or facsimile number(s) set forth below its signature, or to such other address as either party shall specify to the other in writing from time to time.

21. Section Headings. The section headings herein are for convenience of reference only and shall not affect in any way the interpretation of any of the provisions hereof.

22. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

23. Right of Recordal of Security Interest. Agent shall have the right, but not the obligation, at the expense of the Grantors, to record this Agreement in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by Agent, and Agent shall advise the Grantors of such recordals. Upon satisfaction in full of the Obligations and termination of the Credit Agreement, the Grantors shall have the right to effect recordal of such satisfaction or termination at the expense of the Grantors in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by the Grantors. Agent and the Grantors shall cooperate to effect all such recordals hereunder.

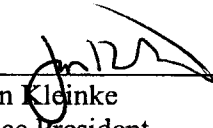
**[SIGNATURE PAGE FOLLOWS]**

*Signature Page to Trademark and License Security Agreement*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

GRANTORS:

**SPX DOCK PRODUCTS, INC.** (to be known as 4FRONT ENGINEERED SOLUTIONS, INC.), a Wisconsin corporation

By:  \_\_\_\_\_  
Jon Kleinke  
Vice President

1612 Hutton Drive, Suite 140  
Carrollton, Texas 75006  
Attention: Paul Venesky, CFO  
Telephone: (972) 236-2439  
Telecopier: (972) 236-2443  
Email: [paul.venesky@dockproducts.spx.com](mailto:paul.venesky@dockproducts.spx.com)

*Signature Page to Trademark and License Security Agreement*

AGENT:

NATIONAL CITY BUSINESS CREDIT, INC.,  
as Agent

By: TL Horak  
Thomas J. Horak  
Director

National City Business Credit, Inc.  
1 East Fourth Street, 6th Floor  
Locator 25-C213A  
Cincinnati, Ohio 45202-3715  
Attention: Jeffrey W. Swartz  
Telephone: (513) 455-9303  
Telecopier: (513) 455-9358  
Email: [jeffrey.swartz@nationalcity.com](mailto:jeffrey.swartz@nationalcity.com)

Signature page for the Trademark and License Security Agreement dated as of October 20, 2006 (the "Agreement"), among NATIONAL CITY BUSINESS CREDIT, INC., as Agent for certain Lenders (as defined therein) and 4Front Engineered Solutions, Inc. (f/k/a SPX Dock Products, Inc.), a Wisconsin corporation, and each other Person that may from time to time become a party thereto as a grantor; capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

The undersigned is executing a counterpart of this Agreement for purposes of becoming a party to this Agreement (and attached to this signature page are supplements to the Schedules to the Agreement setting forth all relevant information with respect to the undersigned). The undersigned hereby agrees that this Signature Page may be attached to the Agreement, that it shall be bound by all of the terms of the Agreement and that the Trademarks, Licenses and other Collateral described on the supplements attached to this Signature Page shall be deemed part of the Collateral under the Agreement securing the Obligations (as defined in the Credit Agreement). Without limiting the generality of the foregoing, pursuant to Section 2 of the Agreement, the undersigned hereby grants to Agent for its benefit and the ratable benefit of the Lenders, a first priority security interest, having priority over all other security interests, with power of sale (to the extent permitted by applicable law) in all of undersigned's interest in now owned or existing and hereafter acquired or arising Collateral to secure all Obligations.

[ADDITIONAL GRANTOR]

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

**SCHEDULE A**

**to Trademark and License Security Agreement**

**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>
87269-0044	Kelley In Triangle	AR	Registered	2564496	03-Jan-05	2029573	01-Jun-05	SPX Dock Products, Inc.
87269-0045	Kelley In Triangle	AR	Registered	2564495	03-Jan-05	2029572	01-Jun-05	SPX Dock Products, Inc.
87269-0046	Kelley In Triangle	AR	Registered	2564494	03-Jan-05	2029571	01-Jun-05	SPX Dock Products, Inc.
87269-0052	Kelley	AU	Registered	793270	06-May-99	793270	06-May-99	SPX Dock Products, Inc.
87269-0107	Kelley & Design	BR	Pending	826936334	30-Sep-04			SPX Dock Products, Inc.
87269-0108	Kelley & Design	BR	Pending	826936342	30-Sep-04			SPX Dock Products, Inc.
87269-0053	Kelley	CL	Registered	448367	07-May-99	556664	23-Dec-99	SPX Dock Products, Inc.
87269-0047	Kelley In Triangle	CN	Registered	94081919	19-Aug-94	916915	21-Dec-96	SPX Dock Products, Inc.
87269-0048	Kelley In Triangle	CN	Registered	94081917	19-Aug-94	852475	07-Jul-96	SPX Dock Products, Inc.
87269-0049	Kelley In Triangle	CN	Registered	94081918	19-Aug-94	846902	14-Jun-96	SPX Dock Products, Inc.
87353-0043	AFX	CN	Published	3835105	09-Dec-03			SPX Dock Products, Inc.
87353-0044	Airdefense	CN	Published	3835104	09-Dec-03			SPX Dock Products, Inc.
87269-0054	Kelley	CO	Registered	00091385	29-Nov-00	239937	02-Aug-01	SPX Dock Products, Inc.
87269-0055	Kelley	CO	Registered	00091387	29-Nov-00	239936	02-Aug-01	SPX Dock Products, Inc.
87269-0056	Kelley	CO	Registered	91605	30-Nov-00	240899	04-Sep-01	SPX Dock Products, Inc.
87260-0013	TKO	EM	Registered	2643807	04-Apr-02	2643807	04-Apr-02	SPX Dock Products, Inc.

**TRADEMARK**

**REEL: 003462 FRAME: 0313**

<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>
87269-0005	Kelley	EM	Registered	2644276	04-Apr-02	2644276	04-Apr-02	SPX Dock Products, Inc.
87269-0006	Tufseal	EM	Registered	2643641	04-Apr-02	2643641	11-Jul-03	SPX Dock Products, Inc.
87269-0007	{Color Green}	EM	Pending*	2674307	17-May-02			SPX Dock Products, Inc.
87269-0051	Kelley In Triangle	EM	Registered	2677102	29-Apr-02	2677102	29-Apr-02	SPX Dock Products, Inc.
87353-0017	Sercio	EM	Published*	2642825	04-Apr-02			SPX Dock Products, Inc.
87269-0057	Kelley	IL	Registered	142899	12-Oct-00	142899	04-Dec-01	SPX Dock Products, Inc.
87269-0058	Kelley	IL	Registered	142900	12-Oct-00	142900	05-Feb-02	SPX Dock Products, Inc.
87269-0059	Kelley	IL	Registered	142901	12-Oct-00	142901	04-Dec-01	SPX Dock Products, Inc.
87269-0037	Kelley In Triangle	IN	Registered	754645	14-Mar-97	754645	14-Mar-97	SPX Dock Products, Inc.
87269-0060	Kelley	IN	Pending	856987	19-May-99			SPX Dock Products, Inc.
87269-0061	Kelley	IN	Published	856988	19-May-02			SPX Dock Products, Inc.
87269-0062	Kelley	IN	Published	856989	19-May-99			SPX Dock Products, Inc.
87260-0014	TKO	JP	Registered	2002-81615	25-Sep-02	4685392	20-Jun-03	SPX Dock Products, Inc.
87269-0023	Kelley	JP	Registered	2002-081614	25-Sep-02	4768873	30-Apr-04	SPX Dock Products, Inc.
87269-0038	Kelley In Triangle	KR	Registered	94-31734	09-Aug-94	339262	10-May-96	SPX Dock Products, Inc.
87269-0039	Kelley In Triangle	KR	Registered	94-31733	09-Aug-94	328403	04-Dec-95	SPX Dock Products, Inc.
87269-0040	Kelley In Triangle	KR	Registered	94/31735	09-Aug-94	327918	29-Nov-95	SPX Dock Products, Inc.
87269-0041	Kelley In Triangle	MX	Registered	208548	16-Aug-94	491914	18-May-95	SPX Dock Products, Inc.
87269-0042	Kelley In Triangle	MX	Registered	208552	16-Aug-94	519792	27-Mar-96	SPX Dock Products, Inc.
87269-0043	Kelley In Triangle	MX	Registered	208549	16-Aug-94	501211	17-Aug-95	SPX Dock Products, Inc.

TRADEMARK

REEL: 003462 FRAME: 0314



<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>
87269-0063	Kelley	MY	Pending	99/10429	19-Oct-99			SPX Dock Products, Inc.
87269-0064	Kelley	MY	Registered	99/10428	19-Oct-99	99010428	19-Oct-99	SPX Dock Products, Inc.
87269-0065	Kelley	MY	Pending	99/10430	19-Oct-99			SPX Dock Products, Inc.
87269-0066	Kelley	PE	Registered	115525	09-Oct-00	70247	22-Mar-01	SPX Dock Products, Inc.
87269-0067	Kelley	PE	Registered	115524	09-Oct-00	70246	22-Mar-01	SPX Dock Products, Inc.
87269-0068	Kelley	PE	Registered	115526	09-Oct-00	70273	22-Mar-01	SPX Dock Products, Inc.
87269-0099	Kelley	PH	Registered	4-2000-08599	10-Oct-00	4-2000-008599	05-Aug-04	SPX Dock Products, Inc.
87269-0029	Kelley In Triangle	SG	Registered	6057/94	13-Jul-94	B6057/94	13-Jul-94	SPX Dock Products, Inc.
87269-0031	Kelley In Triangle	SG	Registered	6059/94	13-Jul-94	B6059/94	13-Jul-94	SPX Dock Products, Inc.
87269-0069	Kelley	TH	Registered	404975	26-Nov-99	130280	08-Mar-01	SPX Dock Products, Inc.
87269-0070	Kelley	TH	Registered	404976	26-Nov-99	150764	09-Jan-02	SPX Dock Products, Inc.
87269-0071	Kelley	TH	Registered	404977	26-Nov-99	119659	12-Nov-00	SPX Dock Products, Inc.
87269-0033	Kelley In Triangle	TW	Registered	(78)26628	06-Jun-89	479343	16-Mar-90	SPX Dock Products, Inc.
87260-0002	TKO Cruiserweight	US	Registered	75/495,872	04-Jun-98	2,281,094	28-Sep-99	SPX Dock Products, Inc.
87260-0003	TKO Welterweight	US	Registered	75/496,022	04-Jun-98	2,453,552	22-May-01	SPX Dock Products, Inc.
87260-0004	TKO Heavyweight	US	Registered	75/283,282	29-Apr-97	2,246,556	18-May-99	SPX Dock Products, Inc.
87260-0005	TKO Middleweight	US	Registered	75/283,561	29-Apr-97	2,239,541	13-Apr-99	SPX Dock Products, Inc.
87260-0006	TKO & Design	US	Registered	75/276,232	17-Apr-97	2,189,046	15-Sep-98	SPX Dock Products, Inc.
87260-0007	TKO	US	Registered	74/541,456	23-Jun-94	2,051,150	08-Apr-97	SPX Dock Products, Inc.
87260-0015	Counterweight	US	Published*	76/614,584	05-Oct-04			SPX Dock Products, Inc.

TRADEMARK  
REEL: 003462 FRAME: 0315

<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>
87260-0016	Flyweight	US	Published*	76/614,583	05-Oct-04			SPX Dock Products, Inc.
87260-0017	Thermalweight	US	Registered	76/614,585	05-Oct-04	3,064,863	07-March-06	SPX Dock Products, Inc.
87269-0008	{Color Green}	US	Registered	76/398,302	19-Apr-02	2,812,225	10-Feb-04	SPX Dock Products, Inc.
87269-0009	Tufseal	US	Registered	73/435,667	22-Jul-83	1,315,801	22-Jan-85	SPX Dock Products, Inc.
87269-0010	Wearmaster	US	Registered	75/219,667	30-Dec-96	2,189,886	15-Sep-98	SPX Dock Products, Inc.
87269-0011	Weatherall	US	Registered	75/411,704	29-Dec-97	2,274,999	31-Aug-99	SPX Dock Products, Inc.
87269-0012	Flexframe	US	Registered	75/455,223	23-Mar-98	2,344,058	18-Apr-00	SPX Dock Products, Inc.
87269-0013	Tufsteel	US	Registered	75/431,381	09-Feb-98	2,457,666	05-Jun-01	SPX Dock Products, Inc.
87269-0014	Foamside	US	Registered	78/068,140	08-Jun-01	2,608,316	13-Aug-02	SPX Dock Products, Inc.
87269-0016	Dock Stuftr	US	Registered	75/496,264	03-Jun-98	2,416,219	26-Dec-00	SPX Dock Products, Inc.
87269-0022	Aquashield	US	Registered	76/445,986	28-Aug-02	2,865,544	20-Jul-04	SPX Dock Products, Inc.
87269-0073	{Passport Symbol}	US	Registered	75/500,575	11-Jun-98	2,403,194	14-Nov-00	SPX Dock Products, Inc.
87269-0074	Passport	US	Registered	75/447,611	10-Mar-98	2,394,597	17-Oct-00	SPX Dock Products, Inc.
87269-0079	Hydraulicplus	US	Registered	75/903,777	27-Jan-00	2,610,285	20-Aug-02	SPX Dock Products, Inc.
87269-0080	FX-C	US	Registered	76/027,055	17-Apr-00	2,551,819	26-Mar-02	SPX Dock Products, Inc.
87269-0081	Kelley	US	Registered	75/566,139	06-Oct-98	2,315,971	08-Feb-00	SPX Dock Products, Inc.
87269-0082	Star	US	Registered	75/564,900	06-Oct-98	2,318,449	15-Feb-00	SPX Dock Products, Inc.
87269-0083	TS-55	US	Registered	73/447,848	13-Oct-83	1,303,703	06-Nov-84	SPX Dock Products, Inc.
87269-0084	Truk Alert	US	Registered	73/600,742	27-May-86	1,446,073	07-Jul-87	SPX Dock Products, Inc.
87269-0085	Truk Stop	US	Registered	73/435,681	22-Jul-83	1,318,919	12-Feb-85	SPX Dock Products, 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>
87269-0086	FX	US	Registered	74/620,233	10-Jan-95	1,969,596	23-Apr-96	SPX Dock Products, Inc.
87269-0087	Kelley In Triangle	US	Registered	72/396,342	01-Jul-71	960,712	12-Jun-73	SPX Dock Products, Inc.
87269-0088	Kelley In Triangle	US	Registered	72/220,385	03-Jun-65	808,241	10-May-66	SPX Dock Products, Inc.
87269-0089	Auto Chock	US	Registered	75/209,587	06-Dec-96	2,138,537	24-Feb-98	SPX Dock Products, Inc.
87269-0091	Kelley In Triangle	US	Registered	73/530,090	01-Apr-85	1,391,367	29-Apr-86	SPX Dock Products, Inc.
87269-0093	Kelley & Design	US	Registered	74/523,513	10-May-94	1,921,503	26-Sep-95	SPX Dock Products, Inc.
87269-0097	Hulk	US	Registered	76/468,199	13-Nov-02	2,836,042	27-Apr-04	SPX Dock Products, Inc.
87269-0098	Loadwarrior	US	Registered	76/468,156	13-Nov-02	2,775,193	21-Oct-03	SPX Dock Products, Inc.
87269-0102	Pal & Design	US	Registered	76/555,396	28-Oct-03	2,967,927	12-Jul-05	SPX Dock Products, Inc.
87353-0013	Paul Reilly Company	US	Registered	76/333,231	02-Nov-01	2,615,172	03-Sep-02	SPX Dock Products, Inc.
87353-0014	R Logo	US	Registered	76/336,605	13-Nov-01	2,618,062	10-Sep-02	SPX Dock Products, Inc.
87353-0015	Casco	US	Registered	76/333,233	02-Nov-01	2,624,708	24-Sep-02	SPX Dock Products, Inc.
87353-0016	{Casco Design}	US	Registered	76/333,235	02-Nov-01	2,607,509	13-Aug-02	SPX Dock Products, Inc.
87353-0033	Ultra Dock Shelter	US	Registered	78/059,193	19-Apr-01	2,826,292	23-Mar-04	SPX Dock Products, Inc.
87353-0034	Snapback	US	Registered	78/071,730	29-Jun-01	2,644,636	29-Oct-02	SPX Dock Products, Inc.
87353-0036	Airdefense	US	Registered	76/521,421	09-Jun-03	2,914,949	28-Dec-04	SPX Dock Products, Inc.
87353-0039	AFX	US	Registered	76/521,420	09-Jun-03	2,952,680	17-May-05	SPX Dock Products, Inc.
87353-0047	Powerfully Simple	US	Registered	76/604,896	30-Jul-04	3,008,378	25-Oct-05	SPX Dock Products, Inc.
87353-0048	Loadhog	US	Registered	76/604,897	30-Jul-04	3,091,926	16-May-05	SPX Dock Products, Inc.
87410-0003	APS Resource	US	Registered	75/203,599	25-Nov-96	2,132,215	27-Jan-98	SPX Dock Products, Inc.

TRADEMARK

REEL: 003462 FRAME: 0317

<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>
87410-0004	Flex-Back	US	Registered	75/856,405	23-Nov-99	2,505,379	06-Nov-01	SPX Dock Products, Inc.
87269-0024	Kelley	VE	Registered	2000-002340	15-Feb-00	P-237573	28-Jun-02	SPX Dock Products, Inc.
87269-0025	Kelley	VE	Registered	2000-003021	24-Feb-00	P-230028	19-Jan-01	SPX Dock Products, Inc.
87269-0072	Kelley	VE	Registered	2000-003022	24-Feb-00	P-234415	19-Nov-01	SPX Dock Products, Inc.
87269-0026	Kelley	ZA	Registered	99/18973	14-Oct-99	B1972/05088		SPX Dock Products, Inc.
87269-0027	Kelley	ZA	Registered	99/18974	14-Oct-99	1999/18974	07-Mar-03	SPX Dock Products, Inc.
87269-0028	Kelley	ZA	Registered	99/18975	14-Oct-99	1999/18975	07-Mar-03	SPX Dock Products, Inc.

## **SCHEDULE B**

### **to Trademark and License Security Agreement**

#### **LICENSES**

A standard clause of the distributor agreements signed by the Borrower provides a license to the distributor for the use of trademarks related to the product being distributed.

Distributor Agreement between Kelley Company, Inc. and OKI Systems Limited, LLC, dated November 1, 1998.

Three Distributor Agreements dated August 24, 2001 between The Serco Company and Southern Acquisitions LLC relating to territory in Delaware, Georgia, New Jersey, New York, Oklahoma, Pennsylvania and Texas.

Distributor Agreement dated May 21, 2002 between United Dominion Industries, Inc. through its Dock Products division and Paul Reilly Wisconsin relating to territory in Wisconsin.

Distributor Agreement dated December 7, 2001 between United Dominion Industries, Inc. through its Dock Products division and Paul Reilly Illinois.

Amended and Restated Distributor Agreement dated June 12, 2002 between United Dominion Industries, Inc. through its Serco division and Casco Equipment Corporation relating to territory in California and Nevada.

Distributor Agreement dated December 28, 2001 between United Dominion Industries, Inc. through its Serco division and Casco Equipment Corporation.

Distributor Agreement dated January 31, 2002 between United Dominion Industries, Inc. through its Serco division and Paul Reilly of N.E.W. Wisconsin, Inc. relating to territory in Wisconsin and Michigan.

Asset Purchase Agreement by and among United Dominion Industries, Inc., Paul Reilly Company Illinois, Inc., Michael T. Fitzgerald and John Mullarkey dated November 15, 2001.

Asset Purchase Agreement by and between United Dominion Industries, Inc. and MacGregor Enterprises, Inc., dated May 21, 2002.

Asset Purchase Agreement by and between United Dominion Industries, Inc. and Casco Equipment Corporation dated June 12, 2002.

Asset Purchase Agreement by and between United Dominion Industries, Inc., Casco Equipment Corporation and Richard Sherick, dated December 28, 2001.

Distributor Agreement by and between Kelley Company Inc. and Absolute Storage Products dated May 1, 2001.

Distributor Agreement by and between the Dock Products Division of SPX Corporation and Alliance Material Handling Corporation dated May 10, 2004.

Distributor Agreement by and between the Dock Products Division of SPX Corporation and Allied Dock Products dated April 15, 2005.

Distributor Agreement by and between Kelley Company Inc. and Allied Material Handling of Indianapolis dated April 1, 2000.

Distributor Agreement by and between Kelley Company Inc. and Angleshelf of Puerto Rico, Inc. dated May 1, 2001.

Distributor Agreement between Kelley Company, Inc. and Atlantic Lift Systems, Inc dated December 20, 1996.

Distributor Agreement between Kelley Company Inc. and Baron Industries, Inc. dated May 1, 2001.

Distributor Agreement between Kelley Company Inc. and Bueschel Sales, Inc. dated May 1, 2001.

Distributor Agreement between Kelley Company, Inc. and Bi-state Loading Dock Specialists, Inc. dated May 1, 2001.

Distributor Agreement between Kelley Company, Inc. and Charles H. Hodges & Son, Inc. dated May 1, 2001.

Distributor Agreement by and between the Dock Products Division of SPX Corporation and Commercial Dock and Door dated May 10, 2004.

Distributor Agreement by and between Kelley Company Inc. and Commercial Shelving, Inc. dated May 1, 2001.

Distributor Agreement by and between Kelley Company Inc. and Crawford Door Sales dated May 1, 2001.

Distributor Agreement by and between The Serco Company and R.B. Curlin Inc. dated March 20, 1991.

Distributor Agreement by and between Kelley Company Inc. and Dock Doctors of Central Florida, Inc. dated May 1, 2001.

Distributor Agreement by and between Kelley Company Inc. and Engineered Handling Products dated May 14, 2001.

Distributor Agreement by and between The Serco Company and Gladden Equipment dated 1996.

Distributor Agreement by and between Kelley Company Inc. and Grady W. Jones Company dated May 1, 2001.

Distributor Agreement by and between The Serco Company and Hill Enterprises dated March 15, 1996.

Distributor Agreement by and between Kelley Company Inc. and Homestead Materials Handling Company dated May 1, 2001.

Distributor Agreement by and between Kelley Company Inc. and Jefferds Corporation dated May 1, 2001.

Distributor Agreement by and between Kelley Company Inc. and K&K Material Handling Company dated May 1, 2001.

Distributor Agreement by and between Kelley Company Inc. and Kentuckiana Material Handling dated May 1, 2001.

Distributor Agreement by and between The Serco Company and Lift, Inc. dated March 1991.

Distributor Agreement by and between the Dock Products Division of SPX Corporation and Loading Dock Maintenance dated February 1, 2005.

Distributor Agreement by and between the Serco Company and Massey Equipment dated November 9, 1999.

Distributor Agreement by and between Kelley Company Inc. and the Material Handling Group, LLC dated May 1, 2001.

Distributor Agreement by and between Kelley Company Inc. and Materials Handling Services, LLC dated May 1, 2001.

Distributor Agreement by and between The Serco Company and Maybury Material Handling dated July 6, 1993.

Distributor Agreement by and between The Serco Company and McCleary-Franz dated May 24, 1989.

Distributor Agreement by and between Kelley Company Inc. and McKinley Equipment Corporation dated May 1, 2001.

Distributor Agreement by and between Kelley Company Inc. and MHP Corporation dated April 23, 2001.

Distributor Agreement by and between The Serco Company and Miami Industrial Trucks dated February 1, 1996.

Distributor Agreement by and between Kelley Company Inc. and The Miner Corporation dated April 1, 1999.

Distributor Agreement by and between Kelley Company and Miner Southwest, LLC dated February 1, 2000.

Distributor Agreement by and between Kelley Company Inc. and Modern Handling Equipment Co. dated May 1, 2001.

Distributor Agreement by and between The Serco Company and North West Handling Systems dated June 1, 1997.

Distributor Agreement by and between Kelley Company Inc. and OKI Systems Limited dated November 15, 2001.

Distributor Agreement by and between Kelley Company Inc. and Robert G. Warner Company Inc. dated May 1, 2001.

Distributor Agreement by and between Kelley Company Inc. and Robo Dock & Door, Inc. dated May 1, 2001.

Probationary Distributor Agreement by and between the Dock Products Division of SPX Corporation and Sooner Lift, Inc. dated November 1, 2003.

Distributor Agreement by and between Kelley Company Inc. and Southeastern Dock & Door, Inc. dated May 1, 2001.

Distributor Agreement by and between Kelley Company Inc. and Southern Industrial Sales, Inc. dated May 1, 2001.

Distributor Agreement by and between Kelley Company Inc. and Southern Material Handling dated May 1, 2001.

Distributor Agreement by and between Kelley Company Inc. and Star Equipment, Inc. dated May 1, 2001.



Distributor Agreement by and between Kelley Company Inc. and Summit Equipment Inc. dated May 1, 2001.

Distributor Agreement by and between the Dock Products Division of SPX Corporation and Timbers-Kovar Corporation dated August 23, 2002.

Distributor Agreement by and between Kelley Company Inc. and Viccaro Equipment Corporation dated May 1, 2001.

Distributor Agreement by and between Kelley Company Inc. and Wakefield Sales, Inc. dated May 1, 2001.

Distributor Agreement by and between Kelley Company Inc. and W.E. Johnson Equipment Company dated May 1, 2001.