Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

18103-3660 (1)

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Goodman Conveyor Company

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: JPMorgan Chase Bank, N.A., as agent
Internal Address:
Street Address: 120 S. LaSalle St.
City: Chicago
State: Illinois
Country: USA Zip: 60603

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☐ Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) September 27, 2007

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheet(s) attached? ☒ Yes ☐ No

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath
Internal Address: Winston & Strawn LLP
Street Address: 35 W. Wacker Dr.
City: Chicago
State: IL Zip: 60601
Phone Number: 312-558-6352
Fax Number: 312-558-5700
Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 140

☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number 232428
Authorized User Name Laura Konrath

9. Signature:

Signature Date 10/29/07

Laura Konrath
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH $140.00 232428 2186474

Continuation Item 4

Schedule 1

TRADEMARKS OWNED BY
GOODMAN CONVEYOR COMPANY

Trademark	Registration Date	Registration Number
AIR SWEPT	9/1/1998	2,186,474
GOODMAN CONVEYOR	3/20/2001	2,436,716
JEFFREY PERMASEAL	7/15/2003	2,738,348
PERMASEAL	3/4/1958	659,030
TUFKON	12/8/1987	1,468,017

TRADEMARK LICENSES FOR
GOODMAN CONVEYOR COMPANY

Goodman Conveyor Company is not the licensee or licensor under any license agreement other than standard licenses for off-the-shelf software programs and other similar items, none of which are material to the business of Goodman Conveyor Company

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Execution Version

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 27, 2007, is between Goodman Conveyor Company, a Delaware corporation ("Grantor"), and JPMorgan Chase Bank, N.A. (the "Secured Party"), as administrative agent for the benefit of the "Lenders" (as such term is hereinafter defined).

WITNESSETH:

WHEREAS, Grantor has entered into a Pledge and Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with Secured Party, for itself and the lenders referred to therein ("Lenders"), pursuant to which Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment Obligations;

WHEREAS, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement; and

WHEREAS, Grantor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, including without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Notwithstanding any other provision of this Agreement, the Trademark Collateral shall not include any Excluded Property (as defined in the Security Agreement).

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 27th day of September, 2007.

GOODMAN CONVEYOR COMPANY

By: _____
Name: Jeffrey A. Behrendt
Title: Vice President, Treasurer and Chief Financial Officer

Acknowledged:

JPMorgan Chase Bank, N.A.,
as Administrative Agent for Lenders

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

State of Ohio)
) ss.
County of Cuyahoga)

On the date first set forth above before me personally appeared the above-indicated person who executed the foregoing instrument as the above-indicated officer of Goodman Conveyor Company, who being by me duly sworn, did depose and say that he is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

{Seal}

Notary Public

NOTARIAL SEAL STATE OF OHIO

CLAUDIA J. TALLER
Notary Public, State of Ohio
My Commission Expires
May 5, 2009

Signature Page to Trademark Security Agreement

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GOODMAN CONVEYOR COMPANY

By:_____
Name:_____
Title:_____

Acknowledged:

JPMorgan Chase Bank, N.A.,
as Administrative Agent for Lenders

By:_____
Name:_____
Title:_____

ACKNOWLEDGMENT

State of _____)
) ss.
County of _____)

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{Seal} _____
Notary Public

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