

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

To the Director of the U. S. Patent and Trademark Office. Please record the attached documents or the new address(es) below. 18103-266 (2)

1. Name of conveying party(ies):

Continental Conveyor &
Equipment Company

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

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

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

Execution Date(s) September 27, 2007

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: J.P. Morgan Chase Bank, N.A. as

Internal agent

Address:

Street Address: 120 S. LaSalle

City: Chicago

State: IL

Country: USA Zip: 60603

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other
- Citizenship _____
- Citizenship _____
- 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)

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:

10

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 265

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

B. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

9. Signature:

Laura Konrath

Name of Person Signing

Date

10/29/07

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 \$265.00 232428 0802627

Continuation
Item 4

Schedule 1

TRADEMARKS OWNED BY
CONTINENTAL CONVEYOR & EQUIPMENT COMPANY

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
C and design	1/25/1966	802,627
CONTINENTAL	11/28/2000	2,407,594
DYNAMIX	4/6/1999	2,237,788
FIBRA-BALER	2/25/1986	1,383,988
FIBRA-A-FILTER	1/8/1980	1,128,817
HAC	5/14/1985	1,335,131
INTRAVAC	12/1/1981	1,180,007
OUTRAVAC	10/6/1998	2,193,111
SMARTVEYOR	7/20/1999	2,263,463
STATIX	4/6/1999	2,237,797

TRADEMARK LICENSES FOR
CONTINENTAL CONVEYOR & EQUIPMENT COMPANY

Continental Conveyor & Equipment 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 Continental Conveyor & Equipment Company

Schedule 1
Trademark Security Agreement
Continental Conveyor & Equipment Company

TRADEMARK
REEL: 003654 FRAME: 0032

2

Execution Version

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 27, 2007, is between Continental Conveyor & Equipment 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 27 day of September, 2007.

CONTINENTAL CONVEYOR & EQUIPMENT COMPANY

By: [Signature]
Name: Jeffrey A. Behrendt
Title: Vice President-Finance, Treasurer and Assistant Secretary

Acknowledged:

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

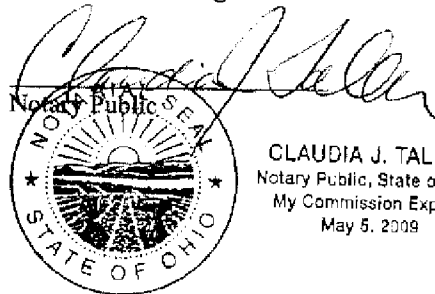
By: _____
Name: _____
Title: _____

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 Continental Conveyor & Equipment 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}



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

*Signature Page to Trademark
Security Agreement*

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.

CONTINENTAL CONVEYOR & EQUIPMENT COMPANY

By: _____
Name: _____
Title: _____

Acknowledged:

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

By: [Signature]
Name: DAVID J WAVE
Title: VIC PRESIDENT

ACKNOWLEDGMENT

State of _____)
) ss.
County of _____)

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 Continental Conveyor & Equipment 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

*Signature Page to Trademark
Security Agreement*

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Continental Conveyor & Equipment Company