

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Eskridge, Inc. | | 01/29/2008 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | CIT Lending Services Corporation | | |
| Street Address: | 505 Fifth Avenue | | |
| Internal Address: | 4th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | CORPORATION: | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2936575 | POWER SHIFT DIGGER | |
| Registration Number: | 1205169 | HYDRASYNC | |
| Registration Number: | 2373686 | LOAD-N-LOCK | |
| Registration Number: | 1233929 | E ESKRIDGE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)836-7152 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 2128367319 | | |
| Email: | psomelofske@kayescholer.com | | |
| Correspondent Name: | Paul J. Somelofske c/o Kaye Scholer LLP | | |
| Address Line 1: | 425 Park Avenue | | |
| Address Line 2: | Room 16-06 | | |
| Address Line 4: | New York, NEW YORK 10022-3598 | | |
| ATTORNEY DOCKET NUMBER: | 09711 / 0025 | | |

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| NAME OF SUBMITTER: | Paul J. Somelofske |
| Signature: | /Paul J. Somelofske/ |
| Date: | 01/29/2008 |
| Total Attachments: 3 source=Security Agreement - Trademarks (Eskridge, Inc.)#page1.tif source=Security Agreement - Trademarks (Eskridge, Inc.)#page2.tif source=Security Agreement - Trademarks (Eskridge, Inc.)#page3.tif | |

SECURITY AGREEMENT

(TRADEMARKS)

WHEREAS, Eskridge, Inc., a Delaware corporation (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to CIT Lending Services Corporation, as administrative and collateral agent (referred to herein as the "Grantee") and the other Secured Parties as defined in the Omnibus Pledge and Security Agreement dated as of April 5, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Grantor, the other Pledgors named therein and the Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, all renewals and extensions thereof, and all proceeds thereof and rights corresponding thereto, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

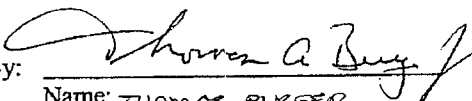
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is 505 Fifth Avenue, 4th Floor, New York, NY 10017.

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be
duly executed by its officer thereunto duly authorized as of the 29th day of January, 2008.

ESKRIDGE, INC.

By: 
Name: THOMAS BURGER
Title: VICE PRESIDENT

SCHEDULE 1 TO SECURITY AGREEMENT

TRADEMARKS

| <u>Pledgor</u> | <u>Mark</u> | <u>Application or Registration No.</u> | <u>Country</u> | <u>Issue or Filing Date</u> |
|-------------------|-------------------------|--|----------------|---------------------------------|
| Eskridge, Inc. | POWERSHIFT DIGGER | 2,936,575 | US | 11/22/2000 (filing date) |
| Eskridge, Inc. | HYDRASYNC | 1,205,169 | US | 08/21/1981 (filing date) |
| Eskridge, Inc. | LOAD-N-LOCK | 2,373,686 | US | 07/08/1998 (filing date) |
| Eskridge, Inc. | ESKRIDGE & E- Design | 1,233,929 | US | 07/17/1981 (filing date) |