

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
VAC-CON, Inc.		12/28/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., individually and as administrative agent and collateral agent for Banks		
Street Address:	10 S. Dearborn Street, Floor 34		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2003		
Entity Type:	National banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3262020	MORE POWER TO YOU	
Registration Number:	1525255	VAC-CON	
CORRESPONDENCE DATA			
Fax Number:	(312)578-6666		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312/263-3600		
Email:	maureen.drews@hklaw.com		
Correspondent Name:	C. Grant McCorkhill		
Address Line 1:	131 S. Dearborn Street, 30th Floor		
Address Line 2:	Holland & Knight LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	88499-23 MADREWS		
NAME OF SUBMITTER:	C. Grant McCorkhill		
Signature:	/C. Grant McCorkhill/		

OP \$65.00 3262020

Date:

03/26/2008

Total Attachments: 7

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**SECURITY INTEREST GRANT
INTELLECTUAL PROPERTY**

WHEREAS, VAC-CON, Inc., a Delaware corporation, with offices at 969 Hall Park Drive, Green Cove Springs FL 32043-1662 (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to the trademarks and service marks listed on the annexed Schedule 1-A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, Grantor holds all right, title and interest in and to, the letter patents, design patents and utility patents listed on the annexed Schedule 1-B, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents"); and

WHEREAS, Grantor, together with its parent Holden Industries, Inc., a Delaware corporation ("Parent") and certain other subsidiaries of Parent, has entered into a Loan and Security Agreement, dated as of December 28, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with various lending institutions (such lending institutions, together with their respective successors and assigns, are collectively referred to as the "Banks" and individually as a "Bank"), and JPMorgan Chase Bank, N.A., a national banking association, with offices at 10 South Dearborn Street, Floor 34, Chicago IL 60603-2003, individual as a Bank and as administrative agent and as collateral agent for the Banks (in such capacity, together with any successors and assigns, the "Grantee"); and

WHEREAS, pursuant to the Loan Agreement, the Grantor has granted to the Grantee for the benefit of the Agent and the Banks a continuing security interest in all right, title and interest of the Grantor in, to and under the (a) Trademarks, and the applications and registrations thereof, and (b) under the Patents and the applications and registrations thereof, and all proceeds thereof and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "IP Collateral"), to secure the payment, performance and observance of the Liabilities (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to Grantee, for the benefit of the Agent and the Banks (as such terms are defined in the Loan Agreement), a continuing security interest in the IP Collateral to secure the prompt payment, performance and observance of the Liabilities.

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

This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the Grantor has caused this Security Interest Grant Intellectual Property to be duly executed by its officer thereunto duly authorized.

Effective as of December 28, 2007

VAC-CON, INC.

a Delaware corporation

By: _____

Name: _____

Title: _____

Joseph S. Haas
Joseph S. Haas
VP

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STATE OF Illinois

COUNTY OF Lake

On this 8th day of February 2008, before me personally came Joseph S Haas
_____, to me known to be the person who executed the foregoing instrument, and
who, being duly sworn by me, did depose and say that s/he is the V.P. of VAC-
CON, Inc., and that s/he executed the foregoing instrument in the name of VAC-CON, Inc., and
that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same
as the act and deed of said firm for the uses and purposes therein mentioned.

(Seal)



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Diane C. Laud
Signature of Notary Public

SCHEDULE 1- A
TRADEMARKS

See schedule that follows.

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VAC-CON GROUP - Intellectual Property Listing - Trademarks, Tradenames, Servicemarks, Copyrights, Including Pending Applications
(As of 10-12-07)

Owner	Description	IP Type	IP Status	Country	PTO App #	Filed Date	Registration #	Reg. Date	Exp / Renewal Date
CM (Cusson-Menard) Equipment.	CM Stylized	TRADEMARK	Registered	Canada	1,020,367	8/10/1999	TMA555,103	12/6/2001	12/6/2016
CM (Cusson-Menard) Equipment.	CUSSON-MENARD	TRADEMARK	Registered	Canada	1,020,368	8/10/1999	TMA555,104	12/6/2001	12/6/2016
Vac-Con, Inc.	MORE POWER TO YOU	TRADEMARK	Registered	U.S.	78/453,841	7/21/2004	3,262,020	7/10/2007	
Vac-Con, Inc.	VAC-CON	TRADEMARK	Registered	U.S.	73/724,678	4/25/1988	1,525,255	2/21/1989	2/21/2009
Vac-Con, Inc.	Xcavator	TRADEMARK	In Review	U.S.					Pre-application investigation in process

SCHEDULE 1- B
PATENTS

See schedule that follows.

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VAC-CON Group - Intellectual Property Listing - Patents, Including Pending Applications
(As of 10-12-07)

GROUP/ Owner	Description	IP Status:	Country	PTO App #	Filed Date	Registration #	Reg. Date	Exp / Renewal Date
Vac-Con, Inc.	Vacuum Truck Dump Container Apparatus (aka High Dump) [replacing - Vacuum Truck Dump Container Mounting and Employing Improvement]	Filed	U.S.	10/075,141	2/14/2002	6,752,426	6/22/2004	6/22/2024
Vac-Con, Inc.	Venturi Effect Material Return System of a Material Collection System and Appertaining Method	Granted	U.S.	10/431,109	5/7/2003	6,942,717	9/13/2005	