

**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
Hoist Liftruck Mfg., Inc.		10/01/2008	CORPORATION: ILLINOIS

RECEIVING PARTY DATA	
Name:	Harris N.A.
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2708681	ELWELL-PARKER
Registration Number:	2820644	ELPAR
Registration Number:	2511941	LAZER SERIES
Registration Number:	2015471	ELPAR
Registration Number:	2223327	LIFTRUCK
Registration Number:	2140271	RAPID SHIP
Registration Number:	0775323	ELWELL-PARKER
Serial Number:	78909052	REMOTE TECH

CORRESPONDENCE DATA	
Fax Number:	(312)803-5299
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(312) 845-3430
Email:	kalwa@chapman.com
Correspondent Name:	Richard Kalwa
Address Line 1:	111 West Monroe Street

CH \$215.00 2708681

Address Line 2: Chapman and Cutler LLP  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1696681

NAME OF SUBMITTER: Richard Kalwa

Signature: /richard kalwa/

Date: 10/01/2008

Total Attachments: 4  
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## TRADEMARK COLLATERAL AGREEMENT

This 1st day of October, 2008, Hoist Litruck Mfg., Inc., an Illinois corporation (“*Debtor*”) with its principal place of business and mailing address at 6499 W. 65th Street, Bedford Park, Illinois 60638, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A., a national banking association, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns (“*Secured Party*”), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

HOIST LIFTRUCK MFG., INC.

By M. A. Atlesch  
Name MARTIN PLASHIN  
Title President

Accepted and agreed to as of the date and year last above written.

HARRIS N.A.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

HOIST LIFTRUCK MFG., INC.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and agreed to as of the date and year last above written.

HARRIS N.A.

By Anthony Kwilasz  
Name Anthony Kwilasz  
Title Vice President

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.
Elwell-parker	2708681
Elpar	2820644
Lazer Series	2511941
Elpar	2015471
Liftruck	2223327
Rapid Ship	2140271
Elwell-Parker	0775323

**PENDING FEDERAL TRADEMARK APPLICATIONS**

MARK	SERIAL NO.
Remote Tech	78909052