

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                   |  |  |                       |
|-----------------------------------|--|--|-----------------------|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT   |  |                       |
| <b>NATURE OF CONVEYANCE:</b>      | SECURITY INTEREST  |  |                       |
| <b>CONVEYING PARTY DATA</b>       |  |  |                       |
| <b>Name</b>                       | <b>Formerly</b>  | <b>Execution Date</b>  | <b>Entity Type</b>    |
| Foley Material Handling Co., Inc. |  | 08/29/2008   | CORPORATION: VIRGINIA |
| <b>RECEIVING PARTY DATA</b>       |  |  |                       |
| <b>Name:</b>                      | Bank of America, N.A.  |  |                       |
| <b>Street Address:</b>            | 1111 E. Main Street  |  |                       |
| <b>City:</b>                      | Richmond   |  |                       |
| <b>State/Country:</b>             | VIRGINIA   |  |                       |
| <b>Postal Code:</b>               | 23219  |  |                       |
| <b>Entity Type:</b>               | National Banking Association:  |  |                       |
| <b>PROPERTY NUMBERS Total: 3</b>  |  |  |                       |
| <b>Property Type</b>              | <b>Number</b>  | <b>Word Mark</b>   |                       |
| <b>Registration Number:</b>       | 2526711  | VIRGINIA CRANE   |                       |
| <b>Registration Number:</b>       | 3095979  | CRANETROL OVERHEAD CRANE CONTROL SYSTEMS A REGISTERED TRADEMARK OF FOLEY MATERIAL HANDLING CO., INC. |                       |
| <b>Registration Number:</b>       | 3315442  | LOAD CATCH   |                       |
| <b>CORRESPONDENCE DATA</b>        |  |  |                       |
| <b>Fax Number:</b>                | (312)258-5700  |  |                       |
|                                   | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |  |                       |
| <b>Phone:</b>                     | 312-258-5724   |  |                       |
| <b>Email:</b>                     | cbollinger@schiffhardin.com  |  |                       |
| <b>Correspondent Name:</b>        | Chris L. Bollinger   |  |                       |
| <b>Address Line 1:</b>            | P.O. Box 06079   |  |                       |
| <b>Address Line 2:</b>            | Schiff Hardin LLP  |  |                       |
| <b>Address Line 4:</b>            | Chicago, ILLINOIS 60606-0079   |  |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>    | 32808-0025   |  |                       |

**CH \$90.00 2526711**

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|--|----------------------|
| NAME OF SUBMITTER:   | Chris L. Bollinger   |
| Signature:   | /Chris L. Bollinger/ |
| Date:  | 10/06/2008           |
| Total Attachments: 3<br>source=10-6 - Foly Sec Int#page1.tif<br>source=10-6 - Foly Sec Int#page2.tif<br>source=10-6 - Foly Sec Int#page3.tif |                      |

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 29, 2008, is made by **Foley Material Handling Co., Inc.**, a Virginia corporation ("Pledgor"), in favor of **Bank of America, N.A.** ("Bank").

**RECITALS**

WHEREAS, Pledgor and Bank have entered into a Loan Agreement dated as of August 29, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Bank has agreed to make certain loans to Pledgor;

WHEREAS, Pledgor, Shipyard Services, Inc., a Virginia corporation, and Bank have entered into a Security Agreement dated as of August 29, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which certain obligations owed to Bank are secured;

WHEREAS, pursuant to the terms of the Security Agreement, Pledgor has granted to Bank a security interest in substantially all the assets of Pledgor, including all right, title and interest of Pledgor in, to and under all now owned and hereafter acquired trademarks, service marks, and trade names, to secure the payment of all amounts owing by Pledgor under the Loan Agreement and the other documents, instruments and agreements executed or delivered in connection therewith;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Loan Agreement, Pledgor does hereby grant to Bank a continuing security interest in all of Pledgor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) all trademarks, service marks, and trade names, including, without limitation, each trademark referred to in Schedule 1 annexed hereto, together with any renewals or extensions thereof, and all goodwill associated therewith; and
- (2) all products and proceeds of the foregoing (items 1 and 2 being herein collectively referred to as the "Trademark Collateral");

This security interest is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Each of Pledgor and Bank hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[signature page follows]

Pledgor executed this Trademark Security Agreement as of the date first written above, intending to create an instrument executed under seal.

Foley Material Handling Co., Inc.

By [Signature] (Seal)  
Typed Name Jeremy W. McNamee  
Title Sec/Treas

STATE OF Virginia  
COUNTY OF Hansover ) ss

On this 29 day of Aug., 2008, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Pledgor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

[Signature]  
Notary Public

SARAH PERKINS  
NOTARY PUBLIC  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES AUG. 31, 2010  
COMMISSION # 148912

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

Trademarks

| <u>Trademark</u>   | <u>Registration Number</u> | <u>Registration Date</u> |
|--|----------------------------|--------------------------|
| Virginia Crane   | 2526711                    | January 8, 2002          |
| Cranetrol Overhead Crane Control Systems a Registered Trademark of Foley Material Handling Co., Inc. | 3095979                    | May 23, 2006             |
| Load Catch   | 3315442                    | August 7, 2007           |

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