

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Interlake Material Handling, Inc.		03/09/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Interlake Mecalux, Inc., formerly known as Mecalux USA, Inc.		
Street Address:	1600 North 25th Avenue		
City:	Melrose Park		
State/Country:	ILLINOIS		
Postal Code:	60160		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2524071	INTERACK30	
Registration Number:	0861551	INTERLAKE	
Registration Number:	0863646	INTERLAKE	
Registration Number:	2332622	RACK RX	
Registration Number:	1324610	SELECTA-FLO	
Registration Number:	2425790	SELECTA-FLO 2000	
CORRESPONDENCE DATA			
Fax Number:	(312)698-2710		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-861-8949		
Email:	rebecca.b.lederhouse@bakernet.com		
Correspondent Name:	Rebecca B. Lederhouse/ Baker & McKenzie		
Address Line 1:	130 East Randolph Dr.,		
Address Line 2:	One Prudential Plaza, Suite 3500		
Address Line 4:	Chicago, ILLINOIS 60601		

CH \$165.00 2524071

NAME OF SUBMITTER:	Rebecca B. Lederhouse
Signature:	/Rebecca B. Lederhouse/
Date:	03/19/2009
Total Attachments: 4 source=INTERLAKE USA TM ASSIGNMENTScanned#page1.tif source=INTERLAKE USA TM ASSIGNMENTScanned#page2.tif source=INTERLAKE USA TM ASSIGNMENTScanned#page3.tif source=INTERLAKE USA TM ASSIGNMENTScanned#page4.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("*Assignment*") is dated as of March 9, 2009 (the "*Effective Date*") between INTERLAKE MATERIAL HANDLING, INC., a Delaware corporation having an address at 1240 East Diehl Road, Naperville, IL 60563, U.S.A. ("*Assignor*"), and INTERLAKE MECALUX, INC., formerly known as MECALUX USA, INC., a Delaware corporation having an address at 1600 North 25th Avenue, Melrose Park, IL 60160, U.S.A. ("*Assignee*"). Assignor and Assignee are sometimes referred to herein individually as "*Party*" and collectively as the "*Parties*."

RECITALS

WHEREAS, certain affiliates of Assignor (the "*Assignors*") and Assignee are parties to that certain Acquisition Agreement dated as of December 31, 2008 (the "*Acquisition Agreement*"), pursuant to which Assignee has acquired from Assignors all of the Intellectual Property relating to the Business as conducted by the Assignors; and

WHEREAS, in connection with the transactions contemplated by the Acquisition Agreement, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to the trademarks listed on Exhibit A attached hereto and incorporated herein, together with the goodwill of the business pertaining thereto (the "*Trademarks*").

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Acquisition Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Acquisition Agreement, the Assignor hereby agrees as follows:

AGREEMENT

1. Assignment. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of the Assignor's right, title, and interest in and to the Trademarks, together with the goodwill of the business pertaining thereto, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Trademarks, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives.

2. Further Assurances. Each party will, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record the above assignment, including any actions or documents required by the applicable registrar to document the transfer herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Trademarks and related rights in Assignee.

3. Recording of Assignment. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks, or other evidence or forms of intellectual property protection or applications, to record this Assignment and issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

4. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

5. Superiority. Nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change rescind, expand, exceed or enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, or in general, any rights and remedies, and any of the obligations of Assignor or Assignee set forth in the Acquisition Agreement.

6. Definitions. Capitalized terms used but not defined in this Assignment shall have the meaning ascribed to them in the Acquisition Agreement.

****SIGNATURE PAGE FOLLOWS****

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers, effective as of the date first written above.

**INTERLAKE MATERIAL HANDLING,
INC.**

By: _____
Name: *Jaqueline M. Barry*
Title: *CFO*

**INTERLAKE MECALUX, INC.
f/k/a MECALUX USA, INC.**

By: _____
Name: *Jose Luis Carrillo Rodriguez*
Title: *Authorized Representative*

TRADEMARKS

Trademark	Registration Number	Date Issued
INTERACK 30 (USA)	2524071	01-Jan-2002
INTERLAKE (USA)	0861551	10-Jan-1968
INTERLAKE (USA)	0863646	14-Jan-1969
RACK RX (USA)	2332622	21-Mar-2000
SELECTA-FLO (USA)	1324610	12-Mar-1985
SELECTA-FLO 2000	2425790	30-Jan-2001