

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																		
NATURE OF CONVEYANCE:	SECURITY INTEREST																		
CONVEYING PARTY DATA																			
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CORRESPONDENCE DATA																			
<p>Fax Number: (404)572-5134</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Email: jhannon@kslaw.com</p> <p>Correspondent Name: James M. Hannon</p> <p>Address Line 1: 1180 Peachtree Street</p> <p>Address Line 2: King & Spalding LLP</p> <p>Address Line 4: Atlanta, GEORGIA 30309</p>																			

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TRADEMARK
REEL: 003996 FRAME: 0434

ATTORNEY DOCKET NUMBER:	15009.009012
NAME OF SUBMITTER:	James M. Hannon
Signature:	/James M. Hannon/
Date:	05/29/2009
<p>Total Attachments: 7 source=Trademark Sec Agt#page1.tif source=Trademark Sec Agt#page2.tif source=Trademark Sec Agt#page3.tif source=Trademark Sec Agt#page4.tif source=Trademark Sec Agt#page5.tif source=Trademark Sec Agt#page6.tif source=Trademark Sec Agt#page7.tif</p>	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 29, 2009, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 29, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Nordco Inc. (the "Borrower"), the other Credit Parties, the Lenders from time to time party thereto, GE Capital as Revolver Agent for itself, the L/C Issuers and the Revolving Lenders and as Administrative Agent for the Lenders and for itself as a Lender, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers, and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages and pledges to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its registered Trademarks providing for the grant by or to such Grantor of any right under such Trademark, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NORDCO INC.

as Grantor

By: 

Name: Bruce M. Boczkievicz

Title: President

SHUTTLEWAGON, INC.

as Grantor

By: 

Name: Bruce M. Boczkievicz

Title: Vice President

Nordco Inc. Trademark Security Agreement

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ACKNOWLEDGMENT OF GRANTOR

State of Wisconsin)
County of Milwaukee) ss.

On this 29 day of May, 2009 before me personally appeared Bruce Bozkievich, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NORDCO INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

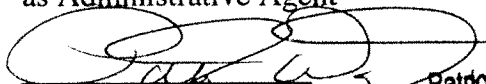
Nancy D. Zaborowski
Notary Public

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

as Administrative Agent

By:



Name:

Patricia Weitzman
Duly Authorized Signatory

Title: Its Duly Authorized Signatory

SCHEDULE I
TO THE
TRADEMARK SECURITY AGREEMENT

Trademarks

1. REGISTERED TRADEMARKS

Trademark	Country	Registration No.	Status	Owner
NORDCO	U.S.	2,115,591	Registered	Nordco Inc.
NORDCO (stylized)	U.S.	3,071,877	Registered	Nordco Inc.
NORDCO SERVICE FROM THE GROUND UP	U.S.	3,584,473	Registered	Nordco Inc.
NORDCO & design	Canada	TMA641,018	Registered	Nordco Inc.
NORDCO	Canada	TMA645,925	Registered	Nordco Inc.
RYD-A-RAIL	U.S.	1,319,263	Registered	Shuttlewagon, Inc.
SHUTTLE WAGON	U.S.	1,345,985	Registered	Shuttlewagon, Inc.
RYD-A-RAIL	Canada	TMA547016	Registered	Central Power Products, Inc.
SHUTTLE WAGON	Canada	TMA589008	Registered	Central Power Products, Inc.
SHUTTLE WAGON & DESIGN	Canada	TMA562739	Registered	Central Power Products, Inc.
[design]	CTM	002020220	Registered	Central Power Products, Inc.
SHUTTLE WAGON	CTM	002020295	Registered	Central Power Products, Inc.
[design]	Mexico	492923	Registered	Central Power Products, Inc.
SHUTTLE WAGON	Mexico	497838	Registered	Central Power Products, Inc.

2. TRADEMARK APPLICATIONS FOR REGISTRATION

Trademark	Country	Application No.	Status	Issues
Nordco Service From the Ground Up	Canada	App. No. 1389628	Active	Nordco Inc.