

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement (Trademarks)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eskridge, Inc.		07/31/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CIT Lending Services Corporation, as administrative and collateral agent		
Street Address:	505 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2936575	POWER SHIFT DIGGER	
Registration Number:	1205169	HYDRASYNC	
Registration Number:	2373686	LOAD-N-LOCK	
Registration Number:	1233929	E ESKRIDGE	
CORRESPONDENCE DATA			
Fax Number:	(212)836-6337		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 836-7319		
Email:	psomelofske@kayescholer.com		
Correspondent Name:	Paul J. Somelofske c/o Kaye Scholer LLP		
Address Line 1:	425 Park Avenue		
Address Line 2:	16-06		
Address Line 4:	New York, NEW YORK 10022-3598		
ATTORNEY DOCKET NUMBER:	09711-0025		
NAME OF SUBMITTER:	Paul J. Somelofske		

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TRADEMARK
REEL: 004252 FRAME: 0227

Signature:	/Paul J. Somelofske/
Date:	08/02/2010
Total Attachments: 3 source=Executed Security Agreement (Trademarks) - Eskridge, Inc#page1.tif source=Executed Security Agreement (Trademarks) - Eskridge, Inc#page2.tif source=Executed Security Agreement (Trademarks) - Eskridge, Inc#page3.tif	

SECURITY AGREEMENT¹

(TRADEMARKS)

WHEREAS, Eskridge, Inc., a Delaware corporation (herein referred to as “Grantor”), has adopted, used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, Grantor is obligated to CIT Lending Services Corporation, as administrative and collateral agent (referred to herein as the “Grantee”) and the other Secured Parties as defined in the Omnibus Pledge and Security Agreement dated as of July 31, 2010 (the “Security Agreement”) among Grantor, the other Pledgors named therein and the Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, all renewals and extensions thereof, and all proceeds thereof and rights corresponding thereto, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

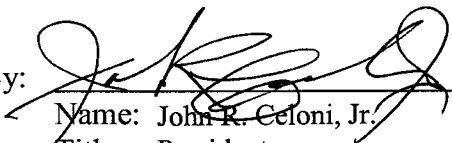
Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference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

Grantee’s address is 505 Fifth Avenue, New York, NY 10017.

¹ Note that when this Security Agreement is sent to the Patent and Trademark Office for recordation, it must be accompanied by an official PTO cover sheet; otherwise, it will be rejected by the PTO.

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be duly executed by its officer thereunto duly authorized as of the 31st day of July, 2010.

ESKRIDGE, INC.

By: 
Name: John R. Celoni, Jr.
Title: President

SCHEDULE 1 TO SECURITY AGREEMENT

TRADEMARKS

<u>Trademark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
POWERSHIFT DIGGER	03/29/2005	2,936,575
HYDRASYNC	08/17/929	1,205,169
LOAD-N-LOCK	08/01/2000	2,373,686
ESKRIDGE & E – Design	04/05/1983	1,233,929