

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
Ramsey Winch Company		07/31/2010	CORPORATION: OKLAHOMA

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: 6

Property Type	Number	Word Mark
Registration Number:	3203356	RAM-LOK
Registration Number:	3203355	DOW-LOK
Registration Number:	3037344	RAMSEY WINCH
Registration Number:	1437732	RAMSEY
Registration Number:	3650446	WILDCAT WINCH SERIES
Registration Number:	3650442	POWERMASTER SERIES

CORRESPONDENCE DATA

Fax Number: (212)836-6337
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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

CH \$165.00 3203356

ATTORNEY DOCKET NUMBER:	09711-0025
NAME OF SUBMITTER:	Paul J. Somelofske
Signature:	/Paul J. Somelofske/
Date:	08/02/2010
Total Attachments: 3 source=Executed Security Agreement (Trademarks) - Ramsey Winch Company#page1.tif source=Executed Security Agreement (Trademarks) - Ramsey Winch Company#page2.tif source=Executed Security Agreement (Trademarks) - Ramsey Winch Company#page3.tif	

SECURITY AGREEMENT¹

(TRADEMARKS)

WHEREAS, Ramsey Winch Company, an Oklahoma 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.

RAMSEY WINCH COMPANY

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>
RAM-LOK	01/30/2007	3,203,356
DOW-LOK	01/30/2007	3,203,355
RAMSEY WINCH and Design	01/03/2006	3,037,344
RAMSEY	04/28/1987	1,437,732
WILDCAT WINCH SERIES DESIGN	07/07/2009	3,650,446
POWERMASTER SERIES DESIGN	07/07/2009	3,650,442