

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nordco Inc.		06/01/2011	CORPORATION: DELAWARE
Shuttlewagon, Inc.		06/01/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	600 Monroe Street
City:	Chicagor
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2115591	NORDCO
Registration Number:	3071877	NORDCO
Registration Number:	3584473	NORDCO SERVICE FROM THE GROUND UP
Registration Number:	3828685	NORDCO SERVICE FROM THE GROUND UP
Registration Number:	1319263	RYD-A-RAIL
Registration Number:	1345985	SHUTTLE WAGON
Serial Number:	85258191	DAPCO

CORRESPONDENCE DATA

Fax Number: (404)572-5134
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: jhannon@kslaw.com
 Correspondent Name: James M. Hannon
 Address Line 1: 1180 Peachtree Street
 Address Line 2: King & Spalding LLP

900193304

**TRADEMARK
 REEL: 004552 FRAME: 0264**

OP \$190.00 2115591

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 15009.009021

NAME OF SUBMITTER: James M. Hannon

Signature: /James M. Hannon/

Date: 06/01/2011

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 1, 2011, 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 Amended and Restated Credit Agreement, dated as of June 1, 2011 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Nordco Inc. (the "Borrower"), Nordco Holding Company ("Nordco Holdings"), 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 the 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 an Amended and Restated 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 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 Trademarks, including, without limitation, those referred to on Schedule 1 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. Prior Grant of Security Interest. Each Grantor hereby confirms its prior grant, if any, under the Trademark Security Agreement dated April 11, 2008, recorded at Reel 3761, Frame 0564 on April 16, 2008, and the Trademark Security Agreement dated May 29, 2009, recorded at Reel 3996, Frame 0434 on May 29, 2009.

Section 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 6. 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 7. 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: *Daniel T. Griesbach*
Name: Daniel T. Griesbach
Title: VP of Finance, CFO and Secretary

SHUTTLEWAGON, INC.,
as Grantor


By: *Daniel T. Griesbach*
Name: Daniel T. Griesbach
Title: Treasurer

[Trademark Security Agreement]

TRADEMARK
REEL: 004552 FRAME: 0268

ACKNOWLEDGED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 
Name: Patricia Weitzman
Title: Its Duly Authorized Signatory Duly Authorized Signatory

{Trademark Security Agreement}

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

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 SERVICE FROM THE GROUND UP	U.S.	3,828,685	Registered	Nordco Inc.
NORDCO & design	Canada	TMA641,018	Registered	Nordco Inc.
NORDCO	Canada	TMA645,925	Registered	Nordco Inc.
NORDCO SERVICE FROM THE GROUND UP	Canada	TMA764,744	Active	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	Shuttlewagon, Inc.
SHUTTLE WAGON	Canada	TMA589008	Registered	Shuttlewagon, Inc.
SHUTTLE WAGON & DESIGN	Canada	TMA562739	Registered	Shuttlewagon, Inc.
[design]	CTM	002020220	Registered	Shuttlewagon, Inc.
SHUTTLE WAGON	CTM	002020295	Registered	Shuttlewagon, Inc.
[design]	Mexico	492923	Registered	Shuttlewagon, Inc.
SHUTTLE WAGON	Mexico	497838	Registered	Shuttlewagon, Inc.

2. TRADEMARK APPLICATIONS

Trademark	Country	Application No.	Status	Owner
DAPCO	U.S.	85/258,191	Active	Nordco Inc.