

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| HK Logistics LLC | | 04/28/2011 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | J.P. Morgan Europe Limited, as Security Agent | | |
| Street Address: | 125 London Wall | | |
| City: | London | | |
| State/Country: | UNITED KINGDOM | | |
| Postal Code: | EC2Y 5AJ | | |
| Entity Type: | CORPORATION: UNITED KINGDOM | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3528080 | HK PRODUCTION LOGISTICS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)751-4864 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 212-906-1200 | | |
| Email: | angela.amaru@lw.com | | |
| Correspondent Name: | Angela M. Amaru c/o Latham & Watkins | | |
| Address Line 1: | 885 Third Avenue | | |
| Address Line 2: | Suite 1000 | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 030385-0086 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | | | |
| Address Line 1: | | | |

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900193389

**TRADEMARK
 REEL: 004552 FRAME: 0955**

Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Angela M. Amaru

Signature:

/s/ Angela M. Amaru

Date:

06/02/2011

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **Trademark Security Agreement** (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of April 28, 2011, is entered into by **HK Logistics LLC** ("Grantor") in favor of **J.P. Morgan Europe Limited**, in its capacity as security agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the "Security Agent").

WHEREAS, the lenders or other financial institutions or entities party thereto from time to time, Security Agent, and certain other parties as named therein have entered into that certain RCF Facility Agreement dated as of April 27, 2011 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, it is a condition under the Credit Agreement that the Grantor shall have executed and delivered that certain Pledge and Security Agreement, dated as of April 28, 2011, in favor of the Security Agent (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Security Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Security Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges, assigns and grants to the Security Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under all of the following, in each case, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (including under any trade name or derivations thereof), to secure the prompt and complete payment and performance of the Secured Obligations:

(i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including those listed on Schedule I hereto, and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements, dilutions or other violations thereof; (iv) all rights to sue for past, present, and future infringements, dilutions or other violations of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing throughout the world, provided, however, that the foregoing shall not include any Trademark applications filed in the United States Patent and Trademark Office on the basis of the Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of the Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent, if any, that, and during the period, if

any, in which granting a lien in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or of any registration that issues therefrom.

SECTION 3. Security Agreement. The security interest granted hereby is granted in connection with the security interest granted to the Security Agent for the ratable benefit of the Secured Parties under the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

SECTION 4. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 5. Applicable Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Remainder of page intentionally left blank]

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

HK Logistics LLC

By: _____



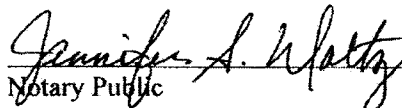
Name: Thomas L. Stricker, Jr.

Title: President & Chief Executive Officer

ACKNOWLEDGMENT OF GRANTOR

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

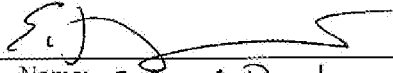
On this 26th day of April, 2011 before me personally appeared Thomas L. Stricker, Jr. and proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor, who being by me duly sworn did depose and say that he is an authorized officer 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.



Notary Public
My Commission Expires: 10/6/13

{seal}

J.P. Morgan Europe Limited
as Security Agent

By: 
Name: Etienne Durdag
Title: V. P.

[Signature Page to Short-Form Trademark Security Agreement]

TRADEMARK
REEL: 004552 FRAME: 0960

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

A. United States

| Title | Filing Date/Issued Date | Application/ Registration No. |
|-------------------------|--------------------------------|--------------------------------------|
| HK Production Logistics | November 4, 2008 | 3,528,080 |