

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Interest Assignment Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIT Lending Services Corporation		06/07/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Churchill Financial LLC
Street Address:	c/o The Carlyle Group, 520 Madison Avenue
Internal Address:	40th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: 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:	2128368689
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	stobias@kayescholer.com
Correspondent Name:	Stanley Tobias, Senior Legal Assistant
Address Line 1:	c/o Kaye Scholer LLP, 425 Park Avenue
Address Line 4:	New York, NEW YORK 10022

CH \$165.00 3203356

ATTORNEY DOCKET NUMBER:	11060.0007
NAME OF SUBMITTER:	Stanley Tobias, Senior Legal Assistant
Signature:	/s/ Stanley Tobias
Date:	06/08/2012
Total Attachments: 6 source=RAMSEY Trademark Security Interest Assignment Agreement (Ramsey Winch)#page1.tif source=RAMSEY Trademark Security Interest Assignment Agreement (Ramsey Winch)#page2.tif source=RAMSEY Trademark Security Interest Assignment Agreement (Ramsey Winch)#page3.tif source=RAMSEY Trademark Security Interest Assignment Agreement (Ramsey Winch)#page4.tif source=RAMSEY Trademark Security Interest Assignment Agreement (Ramsey Winch)#page5.tif source=RAMSEY Trademark Security Interest Assignment Agreement (Ramsey Winch)#page6.tif	

**TRADEMARK SECURITY INTEREST ASSIGNMENT
AGREEMENT**

THIS TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of this 7th day of June, 2012, by CIT Lending Services Corporation, as the prior administrative and collateral agent (in such capacity, "Assignor"), in favor of Churchill Financial LLC, as the current administrative and collateral agent (in such capacity, "Assignee").

W I T N E S S E T H

WHEREAS, Assignor is party to (i) the Omnibus Pledge and Security Agreement, dated as of July 31, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Ramsey Winch Company, an Oklahoma corporation (the "Grantor"), the other pledgors party thereto and Assignor and (ii) the Security Agreement (Trademarks), dated as of July 31, 2010 (the "Trademark Security Agreement"), made by the Grantor in favor Assignor, which was recorded with the United States Patent and Trademark Office on **August 2, 2010** on **Reel/Frame No. 004252/0243**;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor has granted to Assignor a first lien security interest in, and lien on, all of its right, title and interest in and to the Collateral (as defined in the Trademark Security Agreement) including, without limitation, the Trademarks described on Schedule I annexed hereto and made a part hereof; and

WHEREAS, pursuant to (i) that certain First Amendment and Consent Agreement, dated as of June 7, 2012, among the Grantor, certain of its affiliates party thereto, Assignor, Assignee and the lenders party thereto and (ii) that certain Agency Transfer Agreement, dated as of June 7, 2012, among the Grantor, certain of its affiliates party thereto, Assignor and Assignee, Assignor has resigned as administrative and collateral agent under the Credit Agreement (as defined in the Security Agreement) and related loan documents, and Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as administrative and collateral agent thereunder; and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest under the Security Agreement and the Trademark Security Agreement, including, without limitation, Assignor's security interest in, and lien on, the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title and interest in and to the Security Agreement and the Trademark Security Agreement, including, without limitation, its security interest in, and lien on, the Collateral, and Assignee does hereby accept and assume all of such right, title, interest, security interests and liens.

3. Acknowledgment of Grantors. The Grantor hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Collateral are more fully set forth in the Security Agreement and the Trademark Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

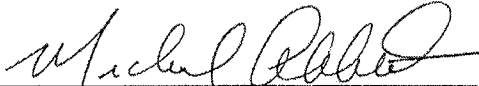
5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

CIT LENDING SERVICES CORPORATION, as the prior administrative and collateral agent

By: 
Name: Michael Aliberto
Title: Senior Vice President

ASSIGNEE:

CHURCHILL FINANCIAL LLC, as the current administrative and collateral agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

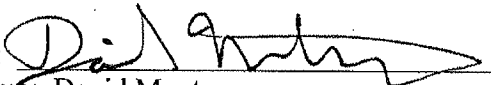
CIT LENDING SERVICES CORPORATION, as the prior administrative and collateral agent

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ASSIGNEE:

CHURCHILL FINANCIAL LLC, as the current administrative and collateral agent

By: 
Name: David Montague
Title: Vice President

ACKNOWLEDGED AND AGREED:

RAMSEY WINCH COMPANY

By: *John R. Celoni Jr.*
Name: *John R. Celoni Jr.*
Title: *President & CEO*

SCHEDULE I
TO
TRADEMARK SECURITY INTEREST ASSIGNMENT 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