

Form PTO-1594 (Rev. 12-11)
OMB Collection 0851-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Miner, Ltd. d/b/a The Miner Corporation

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 12/17/2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: The Huntington National Bank

Street Address: 519 Madlson Avenue

City: Toledo

State: Ohio

Country: USA Zip: 43604

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Ohio
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

3,245,953 3,245,952 2,424,898

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Michelle L. Fowls

Internal Address: _____

Street Address: Eastman & Smith Ltd.

One SeaGate, 24th Floor, P.O. Box 10032

City: Toledo

State: Ohio Zip: 43699-0032

Phone Number: 419-247-1585

Docket Number: _____

Email Address: mifowls@eastmansmith.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed See attached form 1595 showing payment made

8. Payment Information:

See attached form 1595 showing payment.

Deposit Account Number _____

Authorized User Name _____

9. Signature: Michelle L Fowls
Signature

02/06/2013
Date

Michelle L FOWLS
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22314-1450

TRADEMARK

EXECUTION COPY**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of December 17, 2012 by Miner, Ltd., d/b/a The Miner Corporation, a Texas limited partnership ("Grantor") in favor of The Huntington National Bank (the "Bank"), as parties to the Loan Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, Grantor and the Bank are parties to the Amended and Restated Credit and Security Agreement dated July 5, 2012 (as amended, modified or supplemented, the "Loan Agreement"), pursuant to which the Bank has agreed to extend credit to Grantor on the terms and subject to the conditions set forth therein; and

WHEREAS, as a condition precedent to receiving credit under the Loan Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Bank a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Liabilities.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Bank, as follows:

SECTION I. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

SECTION II. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Liabilities, the Grantor does hereby mortgage, pledge and hypothecate to the Bank, and grant to the Bank a security interest in, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

A. all trademarks, trade names, corporate names, company names, trade styles, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, and the Canadian Intellectual Property Office (all of the foregoing items in this clause (A) being collectively called a "Trademark"), including without limitation, those referred to in Exhibit 1 hereto;

B. all Trademark licenses;

C. all renewals, reissues, continuations, extensions or the like of any trademarks, service marks and like protection, including, without limitation, those obtained or

permissible under past, present and future laws and statutes of any of the items described in clauses (A) and (B);

D. the entire goodwill of the businesses of the Grantor connected with and symbolized by the Trademarks, service marks, trade names and the other general intangibles of the Grantor and symbolized by the items described in clauses (A) and (B);

E. all rights of action on account of past, present and future unauthorized use of any said trademarks or service marks and for infringement of said trademarks or service marks and like protection, including any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license; and

F. the right to file and prosecute applications for registration of trademarks and service marks on any of said trademarks, service marks or for similar intellectual property in the United States or any other country or place anywhere in the world.

SECTION III. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Bank in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Bank under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Bank hereunder) shall remain in full force and effect in accordance with its terms.

SECTION IV. Release of Security Interest. Upon payment in full of all Liabilities and the termination of the revolving credit facility under the Loan Agreement, the Bank shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION V. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

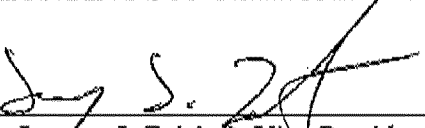
SECTION VI. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION VII. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THE HUNTINGTON NATIONAL BANK

By:



Jeremy J. Zeisloft, Vice President


MINER, LTD., D/B/A THE MINER CORPORATION, a Texas limited partnership

By: Miner GP, L.L.C., its general partner

By: 

Todd Roberts, Authorized Signatory

EXHIBIT 1
TRADEMARKS

<u>Trademark</u>	<u>USPTO No.</u>	<u>Date Registered</u>
	3,245,953	May 29, 2007
THE AUTHORITY IN MATERIALS HANDLING	3,245,952	May 29, 2007
MINER	2,424,898	January 30, 2001