

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wausau Equipment Company		11/21/2012	COMPANY: DELAWARE
Super Products, LLC		11/21/2012	LIMITED LIABILITY COMPANY: DELAWARE
Everest Equipment Co.		11/21/2012	COMPANY: CANADA

RECEIVING PARTY DATA

Name:	PNC Bank
Street Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	0532126	SNOGO
Registration Number:	3983886	TYLER ICE
Registration Number:	2099233	ZERO VELOCITY
Registration Number:	3889873	ZV
Registration Number:	3422974	SNODOZER
Registration Number:	4220206	SUPER PRODUCTS
Registration Number:	1202542	SUPERSUCKER
Registration Number:	3832544	S
Registration Number:	1110797	CAMEL
Registration Number:	1605300	CAMEL JET
Registration Number:	2595888	MUD DOG
Registration Number:	4155643	DURASUCKER

OP \$490.00 0532126

Serial Number:	85518814	ACCULEVEL
Registration Number:	1287041	EVEREST
Registration Number:	0733392	ROLL-OVER
Registration Number:	0838732	FRINK
Registration Number:	0735961	FRINK
Serial Number:	78339320	AMERICAN SNO-PLOWS
Serial Number:	78339334	AMERICAN SNO-PLOWS

CORRESPONDENCE DATA

Fax Number: 2158325619
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 215-569-5619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye
Address Line 1: 1 Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-01884
NAME OF SUBMITTER:	Timothy D. Pecsénye
Signature:	/Timothy D. Pecsénye/
Date:	02/14/2013

Total Attachments: 12

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Trademarks and Patents)**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Trademarks and Patents) (this "Agreement") made as of this 21st day of November, 2012, by WAUSAU EQUIPMENT COMPANY, INC., SUPER PRODUCTS LLC, and EVEREST EQUIPMENT CO. (collectively, the "Grantors" and each individually, a "Grantor") in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

WITNESSETH

WHEREAS, Grantors and certain of their affiliates, as borrowers (sometimes referred to herein as the "Borrowers"), Lenders and Agent are parties to that certain Revolving Credit, Term Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders; and

WHEREAS, Borrowers have granted to Agent, for the benefit of Lenders, a security interest in substantially all personal property assets of Borrowers, subject to certain exceptions, including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantors' trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement and the Other Documents.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to Agent and Lenders shall be in addition to any rights and remedies granted under the Loan Agreement, the Other Documents, under the Uniform Commercial Code as now or hereafter in effect in the Commonwealth of Pennsylvania, and at law or equity generally, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks and Patents (each as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks and Patents) with or without judicial process upon the occurrence of an Event of Default. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement, of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule I annexed hereto and each patent listed on Schedule II (such trademarks and patents referred to as the "Trademarks" and "Patents" respectively), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Power of Attorney. During the continuance of an Event of Default under the Loan Agreement, each Grantor hereby covenants and agrees that Agent, as the holder of a security interest for the benefit of Lenders under the Uniform Commercial Code as now or hereafter in effect in the Commonwealth of Pennsylvania, may take such action permitted under the Loan Agreement, the Other Documents and/or permitted by law, to foreclose upon the Trademarks and/or Patents covered hereby. Following the occurrence and during the continuance of an Event of Default, each Grantor hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select in its exclusive discretion, as such Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Agent to use the Trademarks and/or Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and/or Patents to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and/or Patents to anyone else including, without limitation, the power to execute a trademark/patent assignment in the form attached hereto as Exhibit 1. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and the Other Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

4. Representations, Warranties and Agreements. Each Grantor hereby represents and warrants that the Trademarks listed on Schedule I and the Patents listed on Schedule II hereto constitute all Trademarks and Patents owned or registered to such Grantor as of the date of this Agreement.

5. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Agent or any Lender.

6. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE COMMONWEALTH OF PENNSYLVANIA. ANY JUDICIAL PROCEEDING

BROUGHT BY OR AGAINST BORROWER WITH RESPECT TO ANY OF THE OBLIGATIONS, THIS AGREEMENT, THE OTHER DOCUMENTS OR ANY RELATED AGREEMENT MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF PENNSYLVANIA, UNITED STATES OF AMERICA, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HERETO ACCEPTS FOR ITSELF AND, AS THE CASE MAY BE, IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT. EACH PARTY HERETO HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (RETURN RECEIPT REQUESTED) OR BY NATIONALLY RECOGNIZED OVERNIGHT COURIER DIRECTED TO SUCH PARTIES AT THEIR ADDRESSES SET FORTH IN THE LOAN AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED COMPLETED FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO DEPOSITED IN THE MAILES OF THE UNITED STATES OF AMERICA. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST BORROWER IN THE COURTS OF ANY OTHER JURISDICTION. EACH PARTY HERETO WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED HEREUNDER AND SHALL NOT ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE OR BASED UPON FORUM NON CONVENIENS. EACH PARTY HERETO WAIVES THE RIGHT TO REMOVE ANY JUDICIAL PROCEEDING BROUGHT AGAINST BORROWER IN ANY STATE COURT TO ANY FEDERAL COURT. ANY JUDICIAL PROCEEDING BY BORROWER AGAINST AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER OR CLAIM IN ANY WAY ARISING OUT OF, RELATED TO OR CONNECTED WITH THIS AGREEMENT OR ANY RELATED AGREEMENT, SHALL BE BROUGHT ONLY IN A FEDERAL OR STATE COURT LOCATED IN THE COUNTY OF PHILADELPHIA, COMMONWEALTH OF PENNSYLVANIA.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

WAUSAU EQUIPMENT COMPANY, INC.

By: _____
Name: _____
Title: _____

SUPER PRODUCTS LLC

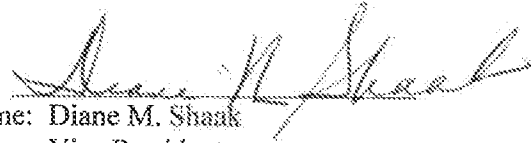
By: _____
Name: _____
Title: _____

EVEREST EQUIPMENT CO.

By: _____
Name: _____
Title: _____

Agreed and Accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Diane M. Shank
Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
(TRADEMARKS AND PATENTS)]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

WAUSAU EQUIPMENT COMPANY, INC.

By: [Signature]
Name: Robert C. Winters
Title: President & CEO

SUPER PRODUCTS LLC

By: [Signature]
Name: Michael C. Stenden Havel
Title: President/CEO

EVEREST EQUIPMENT CO.

By: [Signature]
Name: Robert C. Winters
Title: President & CEO

Agreed and Accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: Diane M. Shaak
Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
(TRADEMARKS AND PATENTS)]

COMPANY ACKNOWLEDGMENTS

UNITED STATES OF AMERICA :
STATE OF WISCONSIN : SS
COUNTY OF WAUKESHA :

On this 21 of November, 2012, before me personally appeared ADMEYD WINTER to me known and being duly sworn, deposes and says that he/she is authorized to sign on behalf of Wausau Equipment Company, Inc., that he/she signed the within Agreement pursuant to the authority vested in her by law; that the within Agreement is the voluntary act of such company; and he/she desires the same to be recorded as such.

Susan Gerson
Notary Public

My Commission Expires:
12/19/2013

UNITED STATES OF AMERICA :
STATE OF WISCONSIN : SS
COUNTY OF WAUKESHA :

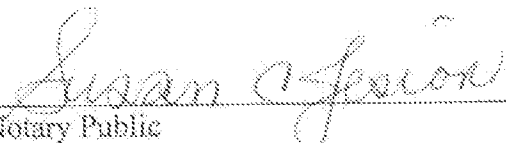
On this 21 of November, 2012, before me personally appeared ^{MIKE}Michael Heugel, to me known and being duly sworn, deposes and says that he/she is authorized to sign on behalf of Super Products LLC that he/she signed the within Agreement pursuant to the authority vested in her by law; that the within Agreement is the voluntary act of such company; and he/she desires the same to be recorded as such.

Susan Gerson
Notary Public

My Commission Expires:
12/19/2013

UNITED STATES OF AMERICA :
STATE OF WISCONSIN : SS
COUNTY OF WAUKESHA :

On this 21 of November, 2012, before me personally appeared RODNEY C. WINTER to me known and being duly sworn, deposes and says that he/she is authorized to sign on behalf of Everest Equipment Co., that he/she signed the within Agreement pursuant to the authority vested in her by law; that the within Agreement is the voluntary act of such company; and he/she desires the same to be recorded as such.


Notary Public

My Commission Expires:
12/15/2013

[NOTARY PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
(TRADEMARKS AND PATENTS)]

TRADEMARK
REEL: 004962 FRAME: 0947

SCHEDULE I

TRADEMARK REGISTRATIONS

Trademark	Trademark Registration Number	Expiration Date	Owner
SNOGO	532126		Wausau Equipment Company, Inc
Tyler Ice	3,983,866		Wausau Equipment Company, Inc
Zero Velocity	2,099,233		Wausau Equipment Company, Inc.
ZV	3,889,873		Wausau Equipment Company, Inc
SNODOZER	3,422,974		Wausau Equipment Company, Inc
Sno-Bare	Unregistered		Wausau Equipment Company, Inc.
Street Smart	Unregistered		Wausau Equipment Company, Inc.
Home Safe	Unregistered		Wausau Equipment Company, Inc.
Hot Wing	Unregistered		Wausau Equipment Company, Inc.
Road Tough	Unregistered		Wausau Equipment Company, Inc.
Wave	Unregistered		Wausau Equipment Company, Inc.
Space Patrol	Unregistered		Wausau Equipment Company, Inc.
Blue Max	Unregistered		Wausau Equipment Company, Inc.
Tomcat	Unregistered		Wausau Equipment Company, Inc.
Tracker	Unregistered		Wausau Equipment Company, Inc.
Super Products	4,220,206	2022	Super Products, LLC
Supersucker	1,202,542	2021	Super Products, LLC
Supersucker "S" Circle Design	3,832,544	2020	Super Products, LLC
Camel	1,110,797	2019	Super Products, LLC
Camel Jet	1,605,300	2020	Super Products, LLC
Mud Dog	2,595,888	2022	Super Products, LLC
Durasucker	4,155,643	2022	Super Products, LLC
Acculevel - Approval Granted/Finalization in Process	85/518,814	2022	Super Products, LLC
Everest & Design	331704		Everest Equipment Co. - Canadian Trademark
Everest	328115		Everest Equipment Co. - Canadian Trademark
American Sno-Plows & design	1196624		Everest Equipment Co. - Canadian Trademark
American Sno-Plows & design	1198778		Everest Equipment Co. - Canadian Trademark
Everest & Design	1287041		Everest Equipment Co. - USA
Roll Over	733392		Everest Equipment Co. - USA
Frink & Design	838732		Everest Equipment Co. - USA
Frink	735961		Everest Equipment Co. - USA
American Sno-Plows & design	78339320		Everest Equipment Co. - USA
American Sno-Plows & design	78339334		Everest Equipment Co. - USA

SCHEDULE II

PATENT REGISTRATIONS

Patent Number	Country	Accepted	Issue or Filing Date	Title	Owner
13,962,547	United States	Yes	1/31/2013	High Speed Runway Snowblower (Converts Provisional Patent Application No. 61/433,466)	Wausau Equipment Company, Inc.
7,100,311	United States	Yes	5/7/2004	Gate Assembly and Method For A Snow Plow Blade	Wausau Equipment Company, Inc.
6,347,753	United States	Yes	3/21/2000	Rotary Discharge De-Icing Design (Zero Velocity Spreader)	Wausau Equipment Company, Inc.
6,751,894 B2	United States	No	5/30/2002	Snow Removal Apparatus and Method of Removing Snow (Floating Curving Edge)	Wausau Equipment Company, Inc.
6,748,678 B2	United States	No	1/12/2002	Snow Removal Apparatus and Method (Speedee)	Wausau Equipment Company, Inc.
5,697,172	United States	No	1/16/1997	Trip Edge Snowplow	Wausau Equipment Company, Inc.
366,267	United States	No	1/16/1996	Cab for Vehicle	Wausau Equipment Company, Inc.
20,110,103.901	United States	Yes	10/27/2010	Debit Level Indicator (Pending, Not Yet Issued)	Super Products, LLC
5,141,528	United States	No	3/27/1991	Separator Docking System	Super Products, LLC
5,246,181	United States	No	11/1/1991	Pivoting Hose Reel Assembly	Super Products, LLC
5,042,515	United States	No	5/24/1990	Operator Protection for High Pressure Hose Machines	Super Products, LLC
4,944,258	United States	No	4/17/1989	Operator Protection for High Pressure Hose Machines	Super Products, LLC
4,322,868	United States	No	9/11/1980	Sewer & Catch Basin Cleaner	Super Products, LLC
4,272,404	United States	No	11/29/1975	System for Opening & Closing Door to Vacuum Body	Super Products, LLC
4,155,586	United States	No	5/22/1979	Tailgate Locking System	Super Products, LLC
4,151,688	United States	No	10/3/1977	Power Boom & Vacuum Hose Support	Super Products, LLC
4,134,174	United States	No	8/29/1977	Sewer & Catch Basin Cleaner	Super Products, LLC
4,103,841	United States	No	8/26/1977	Hose Reel Apparatus	Super Products, LLC
4,068,824	United States	No	6/21/1976	Power Boom & Vacuum Hose Support	Super Products, LLC
3,973,935	United States	No	5/5/1975	Dust Filtration System	Super Products, LLC
3,777,354	United States	No	12/11/1973	Portable Hose Mending Operation	Super Products, LLC
3,814,330	United States	No	6/4/1974	Nozzle	Super Products, LLC
3,958,594	United States	No	5/25/1976	Dust Hose Reel	Super Products, LLC
4,207,647	United States	No	6/14/1980	Mobile Sewer Cleaning & Vacuum Unit	Super Products, LLC
P2508375.7	Germany	No	1/10/1975	Dust Filtration System	Super Products, LLC
F7733909.9	Germany	No	7/27/1977	Tailgate Locking System	Super Products, LLC
P3622466.0	Germany	No	5/23/1978	Hose Reel Apparatus	Super Products, LLC
P2834996.4	Germany	No	8/10/1978	Sewer & Catch Basin	Super Products, LLC
7,500,598	France	No	1/9/1975	Dust Filtration System	Super Products, LLC
490,308	Australia	No	1/6/1975	Dust Filtration System	Super Products, LLC
588,575	Russia	No	1/8/1975	Dust Filtration System	Super Products, LLC
1,028,234	Italy	No	11/22/1972	Self-Propelled Nozzle for Cleaning Parts	Super Products, LLC
997,505	Canada	No	12/20/1972	Portable Hose Mending Apparatus & Method	Super Products, LLC
1,007,429	Canada	No	1/3/1975	Dust Filtration System	Super Products, LLC
1,031,706	Canada	No	5/16/1978	Hose Reel Apparatus	Super Products, LLC
1,079,286	Canada	No	12/30/1974	Vacuum Loading or Cleaning	Super Products, LLC
1,484,733	G. Britain	No	7/15/1977	Tailgate Locking System	Super Products, LLC
1,545,002	G. Britain	No	8/4/1978	Sewer & Catch Basin Cleaner	Super Products, LLC
1,574,558	G. Britain	No	6/28/1991	Separator Docking System	Super Products, LLC
2,045,936	Canada	No	6/21/1994	Reversible moldboard assembly (Reverse-A-Cast)	Everest Equipment Co.
1,330,258	Canada	Yes	1/25/2004	Side wing snowplow assy. with rotation preventing link mounted piston rod slide bearing.	Everest Equipment Co.
1,328,336	Canada	No	6/13/1989	Reversible moldboard assembly See 1,330,258 above.	Everest Equipment Co.
4,837,951	Canada	Yes	3/9/1993	Trip Apparatus for moldboard.	Everest Equipment Co.
5,191,729	Canada	Yes	11/13/1990	Side Wing Assembly	Everest Equipment Co.
4,969,280	Canada	No	3/5/2010	De-Icing Body with Sloped Sidewalls and Flat Storage Space (Nordique)	Everest Equipment Co.
61/310,017	United States	Yes			

EXHIBIT 1

TRADEMARK/PATENT ASSIGNMENT

WHEREAS, [] (“Grantor”) is the registered owner of the United States (i) trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule I attached hereto and made a part hereof (“Trademarks”) and (ii) patents listed on Schedule II attached hereto and made a part hereof (“Patents”) which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ (“Grantee”), having a place of business at _____, is desirous of acquiring said [Trademarks/Patents];

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement (Trademarks and Patents) dated November __, 2012 between Grantor, Grantee and certain other parties thereto, all of its present and future right, title and interest in and to the [Trademarks/Patents] and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark/Patent Assignment to be executed as of the ___ day of _____.

[_____]

By: _____
Attorney-in-fact

Witness: