

Mac
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To the Honorable Commissioner of Patents

100793042

and original documents or copy thereof.

1. Name of conveying party(ies):
MAC Equipment, Inc.

- Individual(s)
- General Partnership
- Corporation-State (KS)
- Other _____

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Antares Leveraged Capital Corp.

Internal Address: _____

Street Address : 311 S. Wacker Drive, Suite 2725

City: Chicago State: IL Zip: 60606

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation State Delaware

Other _____

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)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: July 28, 1998

4. Application number(s) or trademark

A. Trademark Application No.(s)
See attached Schedule I

B. Trademark Registration
See attached Schedule I

Additional numbers attached? Yes No

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

Name: Nancy A. Butler

Internal Address: 16th Floor

Street Address: Katten Muchin & Zavis

525 W. Monroe

City: Chicago State IL ZIP: 60666

6. Total number of applications and registrations involved: 24

7. Total fee (37 CFR 3.41) \$ 615⁰⁰

Enclosed

Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true of the original document.

Nancy A. Butler

Nancy Butler

8/14/98

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

7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

REEL: 1768 FRAME 097

08/11/1998 T10M11 0000075 1869424

01 EC: 401
02 EC: 402

SCHEDULE I - TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS		
Mark	Registration No.	Date of Registration
MAC PNEU/PRO	1,989,424	7/30/96
MAC and Design	1,919,524	9/19/95
FLO-LINE	1,998,957	9/10/96
FLO-MOTION	1,897,373	6/6/95
BOOTHE "THE AIR CONVEYOR PEOPLE" and Design	1,177,860	9/15/81
MAC	1,163,945	9/15/81
SEMCO	752,021	7/2/63
FLO-WAVE	1,990,791	8/6/96
FLO-MASTER	1,990,789	8/6/96
FLO-TRIATOR	1,990,788	8/6/96
MACTIFLO	1,967,356	4/9/96
POLIPLEET and Design	1,923,311	10/10/95
MIASMACT and Design	1,898,812	6/13/95
MAC ENVIRONMENTAL	1,898,810	6/13/95
FLO-SEAL	1,985,135	7/9/96
CDP	2,157,122	5/12/98

U.S. PENDING TRADEMARK APPLICATIONS		
Mark	Serial No.	Filing Date
BAGHOUSE WIZARD	75/296,368	5/22/97
FILTER WIZARD	75/296,083	5/22/97
MAC and Design	75/279,272	4/22/97

U.S. PENDING TRADEMARK APPLICATIONS		
Mark	Serial No.	Filing Date
MAC FLOTRONICS	74/709,177	7/31/95
CAM	74/647,841	7/2/96
FLO-TRONICS	74/434,309	1/31/94
WIZARD	74/296,084	5/22/97
MAC FLOTRONICS and Design	74/709,108	7/31/95

LICENSES

The Company has granted a license to Metal Improvement Company, Inc. respecting the name FLO-LINE.

TRADEMARK SECURITY AGREEMENT

WHEREAS, MAC EQUIPMENT, INC., a Kansas corporation ("Grantor"), owns the Trademarks and Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto; and

WHEREAS, MAC Acquisition Company, Inc., a Kansas corporation ("Borrower"), has entered into a Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Antares Leveraged Capital Corp., as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "Lenders"), and as a Lender, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, it is contemplated that concurrent with the funding of the initial loans, Borrower will merge with and into Grantor, with Grantor as the continuing or surviving entity (the "Merger") and that Grantor will become "Borrower" under the Credit Agreement.

WHEREAS, pursuant to the terms of a Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks and Trademark registrations (together with any reissues, continuations or extensions thereof) referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Crantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 28th day of July, 1998.

MAC EQUIPMENT, INC., a Kansas corporation

By: Wesley F. Kuhl
Wesley F. Kuhl
President

Acknowledged:

ANTARES LEVERAGED CAPITAL CORP.,
a Delaware corporation, as Agent

By: [Signature]
Name: Steven J. Robinson
Title: Director

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On the 12th day of July, 1998, before me personally appeared Wesley F. Kuhl, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that he is President of MAC Equipment, Inc., a Kansas corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

{Seal} ERIN DUDLEY
Notary Public - Notary Seal
STATE OF MISSOURI Jackson County
My Commission Expires Feb. 5, 2001

My commission expires:

7-5-01