



11-06-1998



IT

100870961

To the Honorable Commissioner of Patents and Trademarks:
Please record the attached original documents or copy thereof.

1. Name of conveying party:

WEC Company
6944 Newburg Road
Rockford, IL 61108

2. Name and address of receiving party:

Credit Suisse First Boston, as
Administrative Agent
11 Madison Avenue
New York, NY 10010

3. Nature of conveyance:

Grant of Trademark Security Interest

Execution Date: August 7, 1998

4. Application numbers and trademark numbers:

A. Trademark Application Nos.

B. Trademark Registration Nos.

904,246	1,042,718
2,118,255	747,222
1,566,378	720,943
1,140,648	1,096,501
1,182,720	909,062
592,420	2,003,503
1,890,416	1,005,542
1,890,417	755,704
1,656,605	1,892,945
1,328,031	1,200,163
684,757	1,187,361
1,039,555	1,653,566
1,490,454	1,419,110
1,332,857	1,334,189

11/05/1998 SBURNS 00000090 904246

01 FC:481 40.00 DP
02 FC:482 675.00 DP

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

Garrett Elias
O'Melveny & Myers LLP
153 East 53rd Street
New York, NY 10022

6. Total number of applications and registrations involved:
28

7. Total fee:

\$ 715 (Enclosed)

10.99.98

8. Deposit Account Number:

N/A

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 copy of the original document.

Gossett Elia
Name of Person Signing

[Handwritten Signature]
Signature

10/26/78
Date

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET, ATTACHMENTS AND DOCUMENTS: 7

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, WEC COMPANY, a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below);

WHEREAS, Grantor, as borrower, and Woods Equipment Company, a Delaware corporation, as guarantor, have entered into a Credit Agreement dated as of August 7, 1998 (said Credit Agreement, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein as lenders (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, "**Lenders**") and **CREDIT SUISSE FIRST BOSTON**, as administrative agent for Lenders (in such capacity, "**Secured Party**"), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor;

WHEREAS, Grantor may from time to time enter into one or more Interest Rate Agreements with one or more Lenders (in such capacity, collectively, "**Interest Rate Exchangers**"); and

WHEREAS, pursuant to the terms of that certain Company Patent and Trademark Security Agreement dated as of August 7, 1998 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**") between Grantor and Secured Party, Grantor has agreed to create in favor of Secured Party, for the benefit of Lenders and Interest Rate Exchangers, a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Credit Agreement and the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest (either directly or pursuant to a license or otherwise) and wherever the same may be located (the "**Trademark Collateral**"), as security for the Secured Obligations (as defined in the Security Agreement):

(a) (1) all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto that are owned or used by Grantor in its business, or that are hereafter adopted and so used (in each case whether in whole or in part), including the trademarks specifically identified on Schedule I annexed hereto (all of the Collateral described in this clause (1) being referred to herein collectively as the "**Trademarks**"); (2) all registrations that have been or may hereafter be issued or applied for on any existing or future Trademarks in the United States or any state thereof or in any foreign country, including the registrations and applications specifically identified on Schedule I annexed hereto (all of the Collateral described in this clause (2) being referred to herein collectively as the "**Trademark Registrations**"); (3) all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States or any state thereof or in any foreign country (all of the Collateral described in this clause (3) being referred to herein collectively as the "**Trademark Rights**"); (4) all goodwill of Grantor's business symbolized by the Trademarks and associated therewith, including the documents and other things described in the following paragraph (b) (all of the Collateral described in this clause (4) being referred to herein collectively as the "**Associated Goodwill**"); and (5) the right (but not the obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend the Trademarks, Trademark Registrations and Trademark Rights, and the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of Secured Party or otherwise for past, present and future infringements of the Trademarks, Trademark

Registrations or Trademark Rights and all rights (but not obligations) corresponding thereto in the United States or any state thereof or any foreign country; it being understood that the rights and interests included in this paragraph (a) shall include all rights and interests pursuant to licensing or other contracts in favor of Grantor pertaining to any Trademarks, Trademark Registrations or Trademark Rights presently or in the future owned, held or used by third parties, subject to the paragraph immediately following paragraph (e) below;

(b) the following documents and things in Grantor's possession, or subject to Grantor's right to possession, related to (Y) the production, sale and delivery by Grantor, or by any Affiliate, licensee or subcontractor of Grantor, of products or services sold or delivered by or under the authority of Grantor in connection with the Trademarks, Trademark Registrations or Trademark Rights (which products and services shall, for purposes of this Agreement, be deemed to include products and services sold or delivered pursuant to merchandising operations utilizing any Trademarks, Trademark Registrations or Trademark Rights) or (Z) any retail or other merchandising operations conducted under the name of or in connection with the Trademarks, Trademark Registrations or Trademark Rights by Grantor or any Affiliate, licensee or subcontractor of Grantor:

(1) all lists and ancillary documents that identify and describe any of Grantor's customers, or those of its Affiliates, licensees or subcontractors, for products sold and services delivered under or in connection with the Trademarks or Trademark Rights, including any lists and ancillary documents that contain a customer's name and address, the name and address of any of its warehouses, branches or other places of business, the identity of the Person or Persons having the principal responsibility on a customer's behalf for ordering products or services of the kind supplied by Grantor, or the credit, payment, discount, delivery or other sale terms applicable to such customer, together with information setting forth the total purchases, by brand, product, service, style, size or other criteria, and the patterns of such purchases;

(2) all product and service specification documents and production and quality control manuals used in the manufacture or delivery of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights;

(3) all documents which reveal the name and address of any source of supply, and any terms of purchase and delivery, for any and all materials, components and services used in the production of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights; and

(4) all documents constituting or concerning the then current or proposed advertising and promotion by Grantor or its Affiliates, licensees or subcontractors of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights, including all documents which reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products and services;

(c) all books, records, ledger cards, files, correspondence, computer programs, tapes, disks and related data processing software that at any time evidence or contain information relating to any of the Trademark Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon;

(d) to the extent not otherwise included in the foregoing paragraphs (a) - (c), all general intangibles relating to the Trademark Collateral; and

(e) all proceeds, products, rents and profits (including license royalties and proceeds of infringement suits) of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds"

includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Anything contained herein to the contrary notwithstanding, "Trademark Collateral" or any defined term used herein that is a component thereof shall not include, and the security interest granted under this Grant of Trademark Security Interest shall not extend to: (a) any property or asset of any nature whatsoever to the extent and for so long as a grant of a security interest therein (1) violates any applicable law or requires any consent of any governmental authority that has not been obtained or (2) would render such property or asset, or any right, title or interest of Grantor therein, invalid, abandoned, void or unenforceable, (b) any license, lease, contract or other agreement which contains a provision that prohibits the grant of a security interest therein where the consent of the other party or parties to such license, lease, contract or other agreement has not been obtained; provided that the exclusion created by this clause (b) shall not extend to any accounts or general intangibles (as defined in the UCC) payable from time to time pursuant thereto; and provided, further that, immediately upon the ineffectiveness, lapse or termination of such provision, "Trademark Collateral" (and each applicable defined term that is a component thereof) shall include, and Grantor shall be deemed to have granted a security interest in, the applicable license, lease, contract or other agreement as if such provision had never been in effect, or (c) any property or asset subject to a capital lease, but only so long as such capital lease is in effect and only to the extent the terms of such capital lease prohibit the granting of additional liens thereon.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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 left intentionally blank]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 7th day of August, 1998.

WEC COMPANY

By: Thomas R. Reusche
Name: Thomas R. Reusche
Title: Vice President

NY1-0624607
GRANT OF TRADEMARK
SECURITY INTEREST

EXECUTION

S-1

After Company's purchase of Du-AI, Company recorded its ownership and subsequent name change. This gap of title for the Du-AI trademark is presently being investigated.

² As described in footnote one, the transfer of the Du-AI trademark does not appear to have been recorded. As a result, Company's ownership of the Du-AI trademark could not be recorded in Canada.

³ Company purchased these trademarks pursuant to the Asset Purchase Agreement, dated February 4, 1993, between Fiatallis North America, Inc. and Company. The transfers do not appear to have been recorded.

NY1-0624607
GRANT OF TRADEMARK
SECURITY INTEREST

EXECUTION

Sch.I-1

RECORDED: 10/29/1998

TRADEMARK
REEL: 1809 FRAME: 0297