

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cecil I. Walker Machinery Co.		03/31/2010	CORPORATION: WEST VIRGINIA
RECEIVING PARTY DATA			
Name:	Caterpillar Financial Services Corporation		
Street Address:	2120 West End Avenue		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37203		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	73143003	FLEX-O-SKIPS	
CORRESPONDENCE DATA			
Fax Number:	(404)522-8409		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-420-5527		
Email:	rbirdwell@phrd.com		
Correspondent Name:	Rhonda J. Birdwell		
Address Line 1:	285 Peachtree Center Avenue		
Address Line 2:	1500 Marquis Two Tower		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	3101-26		
NAME OF SUBMITTER:	Bobbi Accord		
Signature:	/ba/		

CH \$40.00 73143003

900159155

**TRADEMARK
 REEL: 004182 FRAME: 0164**

Date:

04/08/2010

Total Attachments: 4

source=20100408111728937#page1.tif

source=20100408111728937#page2.tif

source=20100408111728937#page3.tif

source=20100408111728937#page4.tif

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of March 31, 2010 by and from **CECIL I. WALKER MACHINERY CO.**, a West Virginia corporation ("Grantor") to and in favor of **CATERPILLAR FINANCIAL SERVICES CORPORATION**, a Delaware corporation ("Grantee").

WHEREAS, Grantor and Grantee have entered into a Term Loan Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

WHEREAS, Grantor, Grantee and Walker Realty Co., a West Virginia corporation, have entered into a Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Loan Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Loan Agreement. Upon the payment in full of all Obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Lender all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be

an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the internal laws (without regard to the conflict of laws provisions) of the State of Tennessee.

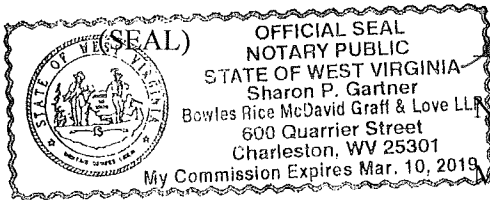
IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

CECIL I. WALKER MACHINERY CO.

By: *D. Stephen Walker*
Name: D. Stephen Walker
Title: President + COO

STATE OF WV)
Roman COUNTY)

On March 31, 2010, before me, Sharon P. Gartner, Notary Public, personally appeared D. Stephen Walker, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.



Sharon P. Gartner
Notary Public, State of WV
My Commission Expires: March 10, 2019

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Trademark	Registration No.
FLEX-O-SKIPS	1091083