

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
Anderson Equipment Company		12/10/2010	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A.		
Street Address:	Four Gateway Center		
Internal Address:	444 Liberty Avenue, Suite 1400		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	National Association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2150523	ANDERSON ADVANTAGE	
Registration Number:	2206449	ANDERSON ADVANTAGE	
CORRESPONDENCE DATA			
Fax Number:	(412)394-2555		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	412-394-7711		
Email:	TRAIP@THORPREED.COM		
Correspondent Name:	THORP REED & ARMSTRONG, LLP		
Address Line 1:	ONE OXFORD CENTRE		
Address Line 2:	301 GRANT STREET, 14TH FLOOR		
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15219-1425		
ATTORNEY DOCKET NUMBER:	016976.103303		
NAME OF SUBMITTER:	Paul D. Bangor, Jr.		

CH \$65.00 2150523

900186052

**TRADEMARK
 REEL: 004493 FRAME: 0954**

Signature:	/Paul D. Bangor, Jr./
Date:	03/10/2011
Total Attachments: 4 source=110310_2#page1.tif source=110310_2#page2.tif source=110310_2#page3.tif source=110310_2#page4.tif	

NOTICE OF SECURITY INTEREST
U.S. TRADEMARKS

WHEREAS, ANDERSON EQUIPMENT COMPANY, a Pennsylvania corporation (the "Grantor"), owns the trademarks listed on the annexed Schedule A, which trademarks are registered, to the extent indicated, in the United States Trademark Office (the "Trademarks");

WHEREAS, pursuant to that certain Credit Agreement, dated December 10, 2010, by and among the Grantor, ANDERSON EQUIPMENT COMPANY (NY), INC., a New York corporation ("Anderson NY") (the Grantor and Anderson NY are each, a "Borrower" and collectively, the "Borrowers"), AEC HOLDING COMPANY, a Pennsylvania corporation ("Holdings"), ANDERSON SERVICES COMPANY, INC., a New York corporation ("Anderson Services"), AEC REALTY, INC., a Pennsylvania corporation ("AEC Realty"), AEC REALTY OF MAINE, LLC, a Maine limited liability company ("AEC Maine"), AEC REALTY OF NEW HAMPSHIRE, LLC, a New Hampshire limited liability company ("AEC New Hampshire"), AEC REALTY OF VERMONT, LLC, a Vermont limited liability company ("AEC Vermont") (the Borrowers, Holdings, Anderson Services, AEC Realty, AEC Maine, AEC New Hampshire and AEC Vermont are each, a "Loan Party" and collectively, the "Loan Parties", and WELLS FARGO BANK, NATIONAL ASSOCIATION (the "Grantee") (as amended, modified or supplemented from time to time, the "Credit Agreement"), the Loan Parties are obligated to the Grantee, and the Loan Parties have entered into that certain Patent, Trademark and Copyright Security Agreement, dated December 10, 2010 (the "Security Agreement") in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, a security interest in all right, title and interest of the Grantor in and to the Trademarks, the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment and performance of the Obligations (as defined in the Security Agreement (as defined in the Credit Agreement)).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Grantor, pursuant to the Security Agreement, did and does hereby grant to the Grantee a mortgage on, pledge of and security interest in the Trademark Collateral to secure prompt payment and performance of the Obligations.


The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the mortgage on, pledge of and 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 hereby incorporated herein by reference as if fully set forth in this Notice of Security Interest.

The Grantee's address is Four Gateway Center, 444 Liberty Ave., Suite 1400, Pittsburgh, Pennsylvania 15222.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused this Notice of Security Interest to be duly executed on the 10th day of December, 2010.

ANDERSON EQUIPMENT COMPANY

By: 
Name: William B. Coe
Title: CFO

ACKNOWLEDGMENT

COMMONWEALTH/STATE OF Pennsylvania)
)
COUNTY OF Allegheny) SS:

On this 9th day of December, 2010, before me, the undersigned officer, a Notary Public, personally appeared William B. Gex, who being duly sworn, did acknowledge himself/herself to be the CEO of Anderson Equipment Company, a Pennsylvania corporation, and that he/she, as such officer, being authorized to do so executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kevin A. Deem
Notary Public

My Commission Expires: October 26, 2013

[SEAL]

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kevin A. Deem, Notary Public
Collier Twp., Allegheny County
My Commission Expires **Oct. 26, 2013**
Member, Pennsylvania Association of Notaries

Schedule A

TRADEMARKS

Registered Trademarks:

<u>Trademark Description</u>	<u>Owner of Record</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
"ANDERSON ADVANTAGE" (words only)	Anderson Equipment Company	2,150,523	April 14, 1998
"ANDERSON ADVANTAGE" (words only)	Anderson Equipment Company	2,206,449	December 1, 1998

{01189233}