

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                                     |
|----------------------------------|--|-----------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>          |  | NEW ASSIGNMENT        |                                     |
| <b>NATURE OF CONVEYANCE:</b>     |  | SECURITY INTEREST     |                                     |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                                     |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>                  |
| CRANE WORLDWIDE LOGISTICS LLC    |  | 04/05/2011            | LIMITED LIABILITY COMPANY: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                                     |
| <b>Name:</b>                     | BANK OF AMERICA, N.A.  |                       |                                     |
| <b>Street Address:</b>           | 901 Main Street  |                       |                                     |
| <b>City:</b>                     | Dallas   |                       |                                     |
| <b>State/Country:</b>            | TEXAS  |                       |                                     |
| <b>Postal Code:</b>              | 75202  |                       |                                     |
| <b>Entity Type:</b>              | National Banking Association: UNITED STATES  |                       |                                     |
| <b>PROPERTY NUMBERS Total: 1</b> |  |                       |                                     |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                                     |
| Registration Number:             | 3863129  | CRANE WORLDWIDE       |                                     |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                                     |
| <b>Fax Number:</b>               | (214)855-8200  |                       |                                     |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                                     |
| <b>Phone:</b>                    | 214-855-8000   |                       |                                     |
| <b>Email:</b>                    | cholland@fulbright.com   |                       |                                     |
| <b>Correspondent Name:</b>       | Linda Merritt  |                       |                                     |
| <b>Address Line 1:</b>           | 2200 Ross Avenue, Suite 2800   |                       |                                     |
| <b>Address Line 2:</b>           | Fulbright & Jaworski L.L.P.  |                       |                                     |
| <b>Address Line 4:</b>           | Dallas, TEXAS 75201  |                       |                                     |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 11101954   |                       |                                     |
| <b>NAME OF SUBMITTER:</b>        | Linda M. Merritt   |                       |                                     |
| <b>Signature:</b>                | /Linda M. Merritt/   |                       |                                     |

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Date:

04/11/2011

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 5<sup>th</sup> day of April, 2011, by and between **CRANE WORLDWIDE LOGISTICS LLC**, a Delaware limited liability company ("Grantor"), and **BANK OF AMERICA, N.A.**, as Lender (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") by and among Grantor, Crane Cartage LLC and Crane CWL Parent Holdco LLC, as borrowers ("Borrowers"), the other Loan Parties party thereto and Bank of America, N.A., as lender ("Lender"), the Lender has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement Grantor is required to execute and deliver to Lender this Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement. The rules of construction specified in Sections 1.2 and 1.5 of the Loan Agreement also apply to this Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the Obligations, a continuing security interest (referred to in this Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, logos, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations thereof, and all applications filed in the United States in connection therewith, in the United States Patent and Trademark Office, and all renewals thereof, including those listed on Schedule I (the "Trademarks");

(b) any written U.S. license agreement of Grantor with any Person granting to any third party any right to use any Trademark now or hereafter owned by Grantor or that Grantor otherwise has the right to license, or granting to Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of Grantor under any such agreement, including those listed on Schedule I hereto;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each License of Trademarks; and

(d) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any License of Trademarks.

3. SECURITY FOR OBLIGATIONS. This Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Lender whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. LOAN AGREEMENT. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Lender, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Loan Agreement, the Loan Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor hereby authorizes Lender unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when Lender has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such agreement.

7. **CHOICE OF LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, UNLESS OTHERWISE SPECIFIED, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).**

8. **Incorporation of Loan Agreement Provisions.** Sections 12.13 and 12.14 of the Loan Agreement are hereby incorporated into this Agreement by reference and shall have the same force and effect as if expressly set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**CRANE WORLDWIDE LOGISTICS**  
LLC, a Delaware limited liability company

By:  \_\_\_\_\_

Name: Keith Winters

Title: Chief Operating Officer and  
Treasurer


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK** \_\_\_\_\_  
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**LENDER:**

**ACCEPTED AND ACKNOWLEDGED  
BY:**

**BANK OF AMERICA, N.A.,  
as Lender**

By:  \_\_\_\_\_

Name: Dan M. Clubb  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK  
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**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

| <u>Name of Grantor</u>           | <u>Trademark</u> | <u>Registration Date</u> | <u>Registration Number</u> |
|----------------------------------|------------------|--------------------------|----------------------------|
| Crane Worldwide<br>Logistics LLC | Crane Worldwide  | 10/19/10                 | 3863129                    |

**Common Law Trademarks**

None.

**Trademarks Not Currently In Use**

None.

**Licenses of Trademarks**

None.