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RECORDATION FORM COVER SHEET  
PATENTS ONLY

100987479

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)  
Document ID# \_\_\_\_\_

Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

Assignment  Security Agreement

License  Change of Name

Merger  Other \_\_\_\_\_

**U.S. Government**  
(For Use ONLY by U.S. Government Agencies)

Departmental File  Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) Pioneer Holdings L.L.C. Execution Date Month Day Year 12/6/98

Name (line 2) \_\_\_\_\_

Second Party

Name (line 1) \_\_\_\_\_ Execution Date Month Day Year \_\_\_\_\_

Name (line 2) \_\_\_\_\_

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) National Bank of Canada

Name (line 2) \_\_\_\_\_

Address (line 1) 125 West 55th Street, 23rd floor

Address (line 2) \_\_\_\_\_

Address (line 3) New York New York 10019  
City State/Country Zip Code

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name N/A/

Address (line 1) \_\_\_\_\_

Address (line 2) \_\_\_\_\_

Address (line 3) \_\_\_\_\_

Address (line 4) \_\_\_\_\_

FOR OFFICE USE ONLY

03/17/1999 JSHABRAZ 00000181 08713743

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Mall documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT  
REEL: 9808 FRAME: 0821

RECEIVED

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Application Number(s) or Patent Number(s)**

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)**

**Patent Number(s)**

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT  PCT  PCT   
PCT  PCT  PCT

**Number of Properties**

Enter the total number of properties involved. #

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:  
Deposit Account

Enclosed  Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.*

Judi K. Fryer

3/8/99

Name of Person Signing

Signature

Date

## PATENT COLLATERAL ASSIGNMENT

THIS PATENT COLLATERAL ASSIGNMENT (the "Agreement") is made and entered into this 6th day of December, 1998, by and between PIONEER HOLDINGS, LLC, a Kansas limited liability company, having its chief executive office at 301A Duck Road, Grandview, Missouri 64030 (the "Assignor"), and NATIONAL BANK OF CANADA, having an office at 125 West 55th Street, 23rd Floor, New York, New York 10019 (the "Lender")

### RECITALS

Assignor has executed and delivered to the Lender that certain Loan and Security Agreement (the "Loan Agreement") and certain other Loan Documents (as defined in the Loan Agreement) of even date herewith to establish a credit facility between Assignor and Lender. In order to induce the Lender to execute the Loan Agreement and the other Loan documents, Assignor has agreed to assign to the Lender and grant to the Lender a security interest in and lien on all of Assignor's right, title and interest in and to the Patents (as defined below) as security for payment of the Obligations of Assignor to the Lender as set forth in the Loan Agreement and other Loan Documents.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with the Lender as follows:

1. To secure the complete and timely satisfaction of the Obligations, (as defined in the Loan Agreement) Assignor hereby grants, assigns and conveys to the Lender, and grants to the Lender a security interest in and lien on, the entire right, title and interest of Assignor in and to the patents and pending patent applications listed in Schedule A hereto (as the same may be amended from time to time), including without limitation, all proceeds thereof, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations in part thereof and all new patents or patent applications as set forth under paragraphs 4. and 5. hereof (collectively called the "Patents").

2. Assignor covenants and warrants that:

(a) The Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) To the best of Assignor's knowledge, each of the Patents is valid and enforceable;

(c) The Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by Assignor not to sue third persons other than as set forth on Schedule B attached hereto; and

(d) Assignor has the unqualified right to enter into this Agreement and perform its terms.

3. Assignor agrees that, until all of the Obligations shall have been satisfied in full and Lender has no further commitment to advance funds or extend credit to Assignor, Assignor will not enter into any agreement which is inconsistent with Assignor's obligations under this Agreement, including, without limitation, any licensing agreement, which does not comply with paragraph 6 hereof, without the Lender's prior written consent, which shall not be unreasonably withheld.

4. If, before the Obligations shall have been satisfied in full and Lender has no further commitment to advance funds or extend credit to Assignor, Assignor becomes entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give the Lender prompt notice thereof in writing.

5. Assignor authorizes Lender to modify this Agreement by amending Schedule A to include any future patents and patent applications which constitute Patents under paragraph 1 or paragraph 4 hereof.

6. Unless and until there has occurred and is continuing an Event of Default (as defined in the Loan Agreement), Lender hereby grants to Assignor the exclusive, nontransferable right and license under the Patents to make, have made for it, use and sell the inventions and products embodying them disclosed and claimed in the Patents for Assignor's own benefit and account and the right to license the use of the Patents, provided that such license is subordinate to and does not infringe upon Lender's rights under this Agreement. Assignor agrees not to sell or assign its interest in the license granted to Assignor in this paragraph 6 without the prior written consent of the Lender, which shall not be unreasonably withheld. Assignor shall promptly provide Lender a copy of any license permitted hereunder upon execution thereof.

7. If any Event of Default shall have occurred and be continuing, Assignor's license under the Patents, as set forth in paragraph 6, shall terminate forthwith, and Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents may be located. Without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Kansas City, Missouri, or elsewhere, the whole or from time to time any part of the Patents, or any interest which Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents all reasonable expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as provided in the Loan Agreement. Lender shall also have the right to collect from Assignor any and all payments due Assignor under the terms of any license agreements hereafter entered into by Assignor, and apply such payments upon the Obligations as provided in the Loan Agreement. Any

remainder of the proceeds after payment in full of the Obligations shall be paid over to Assignor. Notice of any sale or other disposition of the Patents shall be given to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Lender or any holder of any of the Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

8. If any Event of Default shall have occurred and be continuing, Assignor hereby appoints Lender as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Patents, or to grant or issue any exclusive or nonexclusive license under the Patents to any third person, or to transfer title in or dispose of the Patents to any third person. Assignor hereby ratifies all that Lender shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the life of this Agreement.

9. At such time as Assignor shall completely satisfy all of the Obligations and Lender has no further commitment to advance funds or extend credit to Assignor, this Agreement shall terminate and Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary and proper to re-vest in Assignor full title to the Patents, all claims for infringement by third parties, any licenses with respect thereto, and all rights corresponding thereto, subject to any disposition thereof which may have been made by Lender pursuant hereto.

10. Any and all reasonable fees, costs and expenses, of whatsoever kind or nature, incurred by the Lender in connection with the filing or recording of any documents in public offices, the payment or discharge of encumbrances or otherwise protecting, maintaining or preserving the Patents, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, shall be borne and paid by Assignor on demand by the Lender.

11. Assignor shall have the duty, through counsel acceptable to Lender, to prosecute diligently any patent applications included in the Patents pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make application on unpatented but patentable inventions of significant importance to Assignor's business and to preserve and maintain all rights in patent applications and Patents, including, without limitation, the payment of all maintenance fees, unless in Assignor's reasonable judgment such Patent, Patent Application or invention is no longer of significant importance to Assignor's business. Any expenses incurred in connection with such an application shall be borne by Assignor.

12. Assignor shall have the right, with the consent of the Lender, which shall not be unreasonably withheld, to bring suit in its own name, and to join Lender, if necessary, as a party to such suit so long as Lender is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents and any licenses thereunder. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including reasonable legal fees, incurred by Lender pursuant to this paragraph 12.

13. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. All of Lender's rights and remedies with respect to the Patents, whether established hereby, under other Loan Documents or by law shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 5.

17. The benefit and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Missouri.

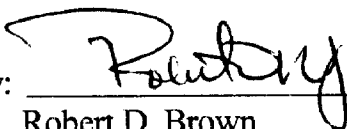
19. Capitalized terms used and not otherwise defined herein shall have the meanings assigned thereto under the Loan Agreement.

WITNESS the execution hereof as of the day and year first above written.

**ASSIGNOR:**

**PIONEER HOLDINGS, LLC**

By: Mega Manufacturing, Inc.

By:  \_\_\_\_\_  
Robert D. Brown  
President  
"Sole Member"

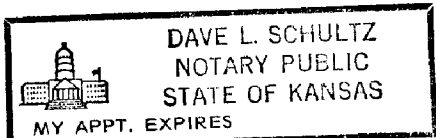
**LENDER:**

**NATIONAL BANK OF CANADA**

By: James J. Fricke  
James J. Fricke  
Vice President

STATE OF KANSAS )  
 ) SS.  
COUNTY OF RENO )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 6<sup>th</sup> day of December, 1998, personally appeared Robert D. Brown, to me known personally, and who, being by me duly sworn, stated that he is the President of Mega Manufacturing, Inc. the sole member of Pioneer Holdings, LLC, and that said instrument was signed on behalf of said limited liability company by authority of its member; and said Robert D. Brown acknowledged said instrument to be the free act and deed of said Company.



David Schultz  
Notary Public

My commission expires:  
10-31-2000

STATE OF OHIO )  
 ) SS.  
COUNTY OF HAMILTON )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 8<sup>th</sup> day of December, 1998, personally appeared James J. Fricke, to me known personally, and who, being by me duly sworn, stated that he is a Vice President of National Bank of Canada, and that said instrument was signed on behalf of said banking association by authority of its Board of Directors, and said James J. Fricke acknowledged said instrument to be the free act and deed of said banking association.

Janice C. Emmert  
Notary Public

My commission expires:  
FEB. 18, 2003



JANICE C. EMMERT  
Notary Public, State of Ohio  
My Commission Expires Feb. 18, 2003

:::ODMA\PCDOCS\DOCS\138498\1

SCHEDULE A

to Patent Collateral Assignment  
between  
Pioneering Holdings, LLC, ("Assignor") and  
National Bank of Canada ("Lender")

UNITED STATES PATENTS and  
PENDING UNITED STATES PATENT APPLICATIONS

<u>Patent Number Issued</u>	<u>Title</u>	<u>Filing Date</u>	<u>Issue Date</u>
5486084	Multiple Purpose Material Handling and Working Apparatus	6-7-93	1-23-96
5678707	Mechanism for Rotating A Crane Turret thru a 500 Degree Arc	7-31-95	10-21-97
5695082	Crane Having a Readily Removable Outer Boom Section	4-8-96	12-9-97
5706960	Extended Perimeter X-shaped Outrigger Assembly for Cranes	2-14-95	1-13-98

Pending

Serial Number 08713743	Automatic De-ployable Loadline Receiving Mast Structure for Limiting Deflection of Proportionally Extendable Boom Section Crane.	9-13-96
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SCHEDULE B

to Patent Collateral Assignment  
between  
Pioneering Holdings, LLC, ("Assignor") and  
National Bank of Canada ("Lender")

INTERESTS OF THIRD PARTIES IN PATENTS

1. Interests of James A. Rusk in such Patents and royalties due thereunder under Non-Disclosure and Assignment of Development Agreement with Pioneer Engineering Corporation (predecessor in interest in such Patents to the Assignor) dated November 21, 1996.

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Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

# FEE TRANSMITTAL for FY 1999

Patent fees are subject to annual revision.  
 Small Entity payments must be supported by a small entity statement,  
 otherwise large entity fees must be paid. See Forms PTO/SB/09-12.

TOTAL AMOUNT OF PAYMENT (\$)

**Complete if Known**

Application Number	see attach pages
Filing Date	
First Named Inventor	
Examiner Name	
Group / Art Unit	
Attorney Docket No.	

**METHOD OF PAYMENT (check one)**

1.  The Commissioner is hereby authorized to charge indicated fees and credit any over payments to:

Deposit Account Number   
 Deposit Account Name

Charge Any Additional Fee Required Under 37 CFR 1.16 and 1.17

2.  Payment Enclosed:

Check  Money Order  Other

**FEE CALCULATION**

**1. BASIC FILING FEE**

Large Entity Fee Code (\$)	Small Entity Fee Code (\$)	Fee Description	Fee Paid
101 760	201 380	Utility filing fee	
106 310	206 155	Design filing fee	
107 480	207 240	Plant filing fee	
108 760	208 380	Reissue filing fee	
114 150	214 75	Provisional filing fee	
<b>SUBTOTAL (1)</b>			<b>(\$)</b>

**2. EXTRA CLAIM FEES**

Total Claims	Extra Claims	Fee from below	Fee Paid
<input type="text"/>	-20** = <input type="text"/>	X <input type="text"/>	= <input type="text"/>
Independent Claims	-3** = <input type="text"/>	X <input type="text"/>	= <input type="text"/>
Multiple Dependent	<input type="text"/>	= <input type="text"/>	= <input type="text"/>

\*\*or number previously paid, if greater; For Reissues, see below

Large Entity Fee Code (\$)	Small Entity Fee Code (\$)	Fee Description	Fee Paid
103 18	203 9	Claims in excess of 20	
102 78	202 39	Independent claims in excess of 3	
104 260	204 130	Multiple dependent claim, if not paid	
109 78	209 39	** Reissue independent claims over original patent	
110 18	210 9	** Reissue claims in excess of 20 and over original patent	
<b>SUBTOTAL (2)</b>			<b>(\$)</b>

**3. ADDITIONAL FEES**

Large Entity Fee Code (\$)	Small Entity Fee Code (\$)	Fee Description	Fee Paid
105 130	205 65	Surcharge - late filing fee or oath	
127 50	227 25	Surcharge - late provisional filing fee or cover sheet.	
139 130	139 130	Non-English specification	
147 2,520	147 2,520	For filing a request for reexamination	
112 920*	112 920*	Requesting publication of SIR prior to Examiner action	
113 1,840*	113 1,840*	Requesting publication of SIR after Examiner action	
115 110	215 55	Extension for reply within first month	
116 380	216 190	Extension for reply within second month	
117 870	217 435	Extension for reply within third month	
118 1,360	218 680	Extension for reply within fourth month	
128 1,850	228 925	Extension for reply within fifth month	
119 300	219 150	Notice of Appeal	
120 300	220 150	Filing a brief in support of an appeal	
121 260	221 130	Request for oral hearing	
138 1,510	138 1,510	Petition to institute a public use proceeding	
140 110	240 55	Petition to revive - unavoidable	
141 1,210	241 605	Petition to revive - unintentional	
142 1,210	242 605	Utility issue fee (or reissue)	
143 430	243 215	Design issue fee	
144 580	244 290	Plant issue fee	
122 130	122 130	Petitions to the Commissioner	
123 50	123 50	Petitions related to provisional applications	
128 240	128 240	Submission of Information Disclosure Stmt	
581 40	581 40	Recording each patent assignment per property (times number of properties)	200.00
146 760	246 380	Filing a submission after final rejection (37 CFR 1.129(a))	
149 760	249 380	For each additional invention to be examined (37 CFR 1.129(b))	
Other fee (specify) _____			
Other fee (specify) _____			
<b>SUBTOTAL (3)</b>			<b>(\$)200.00</b>

\* Reduced by Basic Filing Fee Paid

**SUBMITTED BY**

Typed or Printed Name: Judi K. Fryer

Signature: *Judi K. Fryer*

Date: 3/8/99

**Complete (if applicable)**

Reg. Number

Deposit Account User ID

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

**MORRISON & HECKER L.L.P.**

ATTORNEYS AT LAW

2600 Grand Avenue  
Kansas City, Missouri 64108-4606  
Telephone (816) 691-2600  
Telefax (816) 474-4208

Judi K. Fryer  
Direct Line (816) 691-2660

March 8, 1999

U.S. Patent and Trademarks Office  
Box Assignments  
Washington, D.C. 22031

Re: National Bank of Canada  
Assignment of Patent Collateral

Dear Assignment Division:

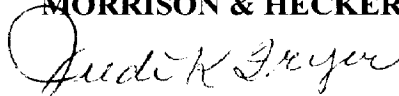
Please find enclosed one (1) fully executed original of a "Patent Collateral Assignment" and the patent "Recordation Form". This instrument assigns a Patent Collateral Assignment (previously filed with the Patent and Trademarks Office) Pioneer Holdings, L.L.C. to National Bank of Canada.

Also, enclose is our firm check in the amount of \$200.00 to cover the filing fee. When the documents have been recorded, please return "Filed" stamped copies to me.

If you have any questions, please feel free to contact me at (816) 691-2660. Thank you in advance for your assistance.

Very truly yours,

**MORRISON & HECKER L.L.P.**



Judi K. Fryer  
Legal Assistant

JKF/  
enclosures

::ODMA\PCDOCS\DOCS\154727\1