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

1. Name of conveying party(ies):

HK Systems, Inc.

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: One Mezzanine Capital Corporation,
as agent

Internal Address: _____

Street Address: 120 S. LaSalle

City: Chicago State: IL ZIP: 60603

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: July 26, 2004

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

4947130

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP
33rd Floor

Street Address: 35 W. Wacker Dr.

City: Chicago State: IL ZIP: 60601

6. Total number of applications and patents involved: 65

7. Total fee (37 CFR 3.41).....\$ 2,600

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:
N/A

(Attach duplicate copy of this page if paying by deposit account)

08/27/2004 JIALAW2 00000009 4967130

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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.

Laura Konrath
Name of Person Signing

[Handwritten Signature]
Signature

8/24/04
Date

Total number of pages including cover sheet, attachments, and document: 65

Continuation
Item 4

ATTACHMENT 1

PATENTS

<u>Patent Description</u>	<u>Patent Number</u>	<u>Issue Date</u>
METHOD AND APPARATUS FOR CONTROLLING A STORAGE AND RETRIEVAL MACHINE	4967130	30-Oct-1990
SHUTTLE TABLE DRIVE MECHANISM	1189104	18-Jun-1985
METHOD OF FORMING TELESCOPING SHUTTLE TABLE FOR MOUNTING AT LEAST ONE SHEAVE THERETO	1225604	18-Aug-1987
METHOD OF FORMING TELESCOPING SHUTTLE TABLE FOR MOUNTING AT LEAST ONE SHEAVE THERETO	4595332	17-Jun-1986
METHOD OF FORMING TELESCOPING SHUTTLE TABLE FOR MOUNTING AT LEAST ONE SHEAVE THERETO	4627143	09-Dec-1986
FLOOR POSITION SENSING APPARATUS AND METHOD	4613804	23-Sep-1986
DIGITAL DATA DECODER AND METHOD	1240739	16-Aug-1988
DIGITAL DATA DECODER AND METHOD	4613973	23-Sep-1986
SAFETY BRAKE FOR VERTICAL LIFT	1226824	15-Sep-1987
SAFETY BRAKE FOR VERTICAL LIFT	4697977	06-Oct-1987
FLOATING TABLE FOR ARTICLE TRANSPORT VEHICLE	4746258	24-May-1988
GUIDE WIRE COMMUNICATION SYSTEM AND METHOD	25363	18-Apr-1986
GUIDE WIRE COMMUNICATION SYSTEM AND METHOD	4791570	13-Dec-1988
WHEEL MOUNTING ASSEMBLY FOR A STORAGE AND RETRIEVAL MACHINE	65313	29-Oct-1991
WHEEL MOUNTING ASSEMBLY FOR A STORAGE AND RETRIEVAL MACHINE	5005912	09-Apr-1991

<u>Patent Description</u>	<u>Patent Number</u>	<u>Issue Date</u>
MAST TO BASE CONNECTION FOR A STORAGE AND RETRIEVAL MACHINE	5020957	04-Jun-1991
UPDATE MARKER SYSTEM FOR NAVIGATION OF AN AUTOMATIC GUIDED VEHICLE	0554394	17-May-1995
UPDATE MARKER SYSTEM FOR NAVIGATION OF AN AUTOMATIC GUIDED VEHICLE	5191528	02-Mar-1993
UPDATE MARKER SYSTEM FOR NAVIGATION OF AN AUTOMATIC GUIDED VEHICLE	5216605	01-Jun-1993
DOWNWARD COMPATIBLE AGV SYSTEM AND METHODS	0560881	24-Jan-1996
DOWNWARD COMPATIBLE AGV SYSTEM AND METHODS	5281901	25-Jan-1994
DOWNWARD COMPATIBLE AGV SYSTEM AND METHODS	5341130	23-Aug-1994
DOWNWARD COMPATIBLE AGV SYSTEM AND METHODS	5650703	22-Jul-1997
DRIVE CHAIN FOR ACCUMULATION CONVEYOR	0591457	12-Nov-1997
DRIVE CHAIN FOR ACCUMULATION CONVEYOR	195547	16-Mar-2000
DRIVE CHAIN FOR ACCUMULATION CONVEYOR	5316130	31-May-1994
DRIVE CHAIN FOR ACCUMULATION CONVEYOR	5906267	25-May-1999
DRIVE CHAIN FOR CONVEYOR	0703163	10-Jun-1998
SORTATION CONVEYOR	191937	07-May-1999
SORTATION CONVEYOR	5613591	25-Mar-1997
CASE PICKING SYSTEM	0591845	26-Jun-1996
CASE PICKING SYSTEM	5934864	10-Aug-1999
CASE PICKING SYSTEM	5733098	31-Mar-1998
BRAKE MECHANISM FOR A STORAGE AND RETRIEVAL VEHICLE	5366045	22-Nov-1994
DECRAMBLER SINGULATOR CONVEYOR	5400896	28-Mar-1995

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DECRAMBLER SINGULATOR CONVEYOR	5501315	26-Mar-1996
STACKER	5433292	18-Jul-1995
METHOD AND APPARATUS FOR AN AGV INERTIAL TABLE HAVING AN ANGULAR RATE SENSOR AND A VOLTAGE CONTROLLED OSCILLATOR	5617320	01-Apr-1997
SLAT SORTER	5746305	05-May-1998
SLAT SORTER	5590758	07-Jan-1997
SORTATION CONVEYOR	5595279	21-Jan-1997
APPARATUS AND METHOD FOR PALLETIZING AND WRAPPING A LOAD	5623808	29-Apr-1997
APPARATUS AND METHOD FOR PALLETIZING AND WRAPPING A LOAD	5701722	30-Dec-1997
ROLLER SHAFT MOUNTING FOR SOUND AND MOTION CONTROL	5875878	02-Mar-1999
METHOD AND APPARATUS FOR MAPPING A WAREHOUSE RACK STRUCTURE FOR A STORAGE AND RETRIEVAL MACHINE	5699281	16-Dec-1997
GAP OPTIMIZER	5730274	24-Mar-1998
STORAGE AND RETRIEVAL MACHINE CONTROL SYSTEM HAVING AN ENCODER AND AN OPTICAL DISTANCE METER	5798920	25-Aug-1998
STORAGE AND RETRIEVAL MACHINE WITH SPRING TENSIONED SHUTTLE PULLEY	5813816	29-Sep-1998
STORAGE AND RETRIEVAL MACHINE WITH PRETENSIONED SHUTTLE GUIDES	5839873	24-Nov-1998
PALLETIZER WITH AIR ASSISTED SLIDE PLATE ASSEMBLY AND INDEXING PALLET HOIST	5868549	09-Feb-1999
BALL SCREW JOINT FOR AN AUTOMATED GUIDED VEHICLE	5878844	09-Mar-1999
CONVEYORS AND CHAIN	1133846	19-Oct-1982

<u>Patent Description</u>	<u>Patent Number</u>	<u>Issue Date</u>
STORAGE & RETRIEVAL SYSTEM WITH STORED EQUIPMENT TESTING CAPABILITY	1242155	20-Sep-1988
BRAKE MECHANISM FOR A STORAGE AND RETRIEVAL VEHICLE	5386889	07-Feb-1995
METHOD AND APPARATUS FOR PALLETIZING AND DEPALLETIZING LAYERS OF ARTICLES ON STACKABLE PALLETS	6089819	18-Jul-2000
RAIL INCORPORATING ELEVATION CHANGE IN METHOD FOR ITS PRODUCTION	6125765	03-Oct-2000
APPARATUS FOR THE IN-LINE TURNING OF SELECTED ARTICLES	6126383	03-Oct-2000
METHOD AND APPARATUS FOR AN AGV INERTIAL TABLE HAVING AN ANGULAR RATE SENSOR AND A VOLTAGE CONTROLLED OSCILLATOR	5539646	23-Jul-1996

PATENT APPLICATIONS

<u>Patent Description</u>	<u>Application Number</u>	<u>Application Date</u>
VERTICAL DRIVE ASSEMBLY FOR STORAGE AND RETRIEVAL VEHICLES	92101937.8	06-Feb-1992
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THIS AGREEMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED AS OF JULY 26, 2004 IN FAVOR OF BANK ONE, NA, AS AGENT.

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT is entered into as of July 26, 2004 by and between HK Systems, Inc., a Wisconsin corporation (the "Grantor"), One Mezzanine Capital Corporation, a Delaware corporation ("OMCC"), as collateral agent ("Agent") for the Lenders party to the Senior Subordinated Loan Agreement referred to below.

PRELIMINARY STATEMENT

The Grantor, its direct and indirect Subsidiaries, OMCC and Prism Mezzanine Fund SBIC, L.P. (together with OMCC, the "Lenders") are entering into a Senior Subordinated Loan Agreement dated as of July 26, 2004 (as it may be amended, restated or otherwise modified from time to time, the "Senior Subordinated Loan Agreement"), providing, subject to the terms and conditions thereof, for the Lenders to purchase one or more subordinated promissory notes (the "Senior Subordinated Notes") from the Grantor.

The Grantor has entered into a Pledge and Security Agreement (as it may be amended, restated or otherwise modified from time to time, the "Grantor Security Agreement") in order to induce the Lenders to purchase the Senior Subordinated Notes from the Grantor under the Senior Subordinated Loan Agreement and is entering into this Trademark Security Agreement (as it may be amended, restated or otherwise modified from time to time, this "Agreement") to, among other things, confirm and ratify its grant to the Agent of a continuing security interest in the Patent Collateral (as defined below).

ACCORDINGLY, the Grantor and the Agent, on behalf of the Lenders, hereby agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Confirmation and Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby confirms the Grantor's grant of a security interest in the Intellectual Property Rights (including, without limitation, the Patent Collateral defined below) pursuant to the Grantor Security Agreement and, without limiting such grant, hereby pledges and grants to the Agent, for its benefit and the ratable benefit of the Lenders, to secure the prompt and complete payment and performance of the Secured Obligations (as defined in the Grantor Security Agreement), a continuing security interest in and to all right, title and interest of the Grantor in and to any and all of the following, whether now or hereafter existing or acquired (the "Patent Collateral"):

(a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Attachment 1 hereto;

(b) all patent licenses, including each patent license referred to in Attachment 1 hereto;

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in the foregoing clauses (a) and (b); and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Attachment 1 hereto, and for breach or enforcement of any patent license, including any patent license referred to in Attachment 1 hereto, and all rights corresponding thereto throughout the world.

SECTION 3. Representations and Warranties. The Grantor represents and warrants to the Agent and the Lenders that, with respect to any Patent Collateral, the loss, impairment or infringement of which could reasonably be expected to have a Material Adverse Effect:

(a) Such Patent Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;

(b) Such Patent Collateral is valid and enforceable;

(c) The Grantor has made all necessary filings and recordations to protect its interest in such Patent Collateral, including, without limitation, recordations of all interests in the Patent Collateral in the United States Patent and Trademark Office and in corresponding offices throughout the world;

(d) The Grantor is the exclusive owner of the entire and unencumbered right, title and interest in and to such Patent Collateral and no claim has been made that the use of Patent Collateral does or may violate the asserted rights of any third party;

(e) The Grantor has performed and will continue to perform all acts and has paid and will continue to pay all required fees and taxes to maintain each and every item of Patent Collateral in full force and effect throughout the world, as applicable; and

(f) The attachments hereto contain true and complete listings and descriptions of all of the Patent Collateral.

SECTION 4. Covenants.

(a) The Grantor shall not, unless the Grantor shall either (i) reasonably and in good faith determine (and notice of such determination shall have been delivered to the Agent) that any of the Patent Collateral is of negligible economic value to the Grantor, or (ii) have a

valid business purpose to do otherwise, do any act, or omit to do any act, whereby any of the Patent Collateral may lapse or become abandoned or dedicated to the public or unenforceable.

(b) The Grantor shall notify the Agent immediately if it knows, or has reason to know, that any application or registration relating to any material item of the Patent Collateral may become abandoned or dedicated to the public or placed in the public domain or invalid or unenforceable, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any foreign counterpart thereof or any court) regarding the Grantor's ownership of any of the Patent Collateral, its right to register the same or to keep and maintain and enforce the same.

(c) The Grantor shall, on or before the 30th day following the end of each of the Grantor's fiscal quarters, provide the Agent with written notice of any filing during such fiscal quarter by the Grantor or any of its agents, employees, designees or licensees of any application for the registration of any Patent Collateral with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, and upon request of the Agent, shall execute and deliver any and all agreements, instruments, documents and papers as the Agent may reasonably request to evidence the Agent's security interest in such Patent Collateral and the goodwill and general intangibles of the Grantor relating thereto or represented thereby.

(d) The Grantor shall take all reasonably necessary steps, including in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue any application (and to obtain the relevant registration) filed with respect to, and to maintain any registration of the Patent Collateral, including the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings and the payment of fees and taxes (except to the extent that dedication, abandonment or invalidation is permitted under the foregoing clause (a)).

SECTION 5. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of, among other things, ratifying and confirming the grant of a security interest in the Patent Collateral to the Agent for the benefit of the Lenders and registering the security interest of the Agent in the Patent Collateral with the United States Patent and Trademark Office and, at the request of the Lenders, corresponding offices in other countries of the world. The security interest confirmed and granted hereby has been confirmed and granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the benefit of each Lender under the Grantor Security Agreement. The Grantor Security Agreement (and all rights and remedies of the Agent and each Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 6. Release of Security Interest. Upon termination of the Grantor Security Agreement in accordance with Section 8.12 thereof, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent Collateral which has been granted hereunder.


SECTION 7. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral granted and confirmed hereby are more fully set forth in the Grantor Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor and the Agent have executed this Agreement as of the date first above written.

HK SYSTEMS, INC., as Grantor

By: 
Title: Chief Financial Officer

ONE MEZZANINE CAPITAL
CORPORATION, as Agent

By: _____
Title: _____

[Signature Page 1 of 1 to Patent Security Agreement]

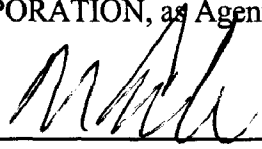
IN WITNESS WHEREOF, the Grantor and the Agent have executed this Agreement as of the date first above written.

HK SYSTEMS, INC., as Grantor

By: _____

Title: _____

ONE MEZZANINE CAPITAL CORPORATION, as Agent

By: 

Title: MANAGING DIRECTOR

[Signature Page 1 of 1 to Patent Security Agreement]

ATTACHMENT 1

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