

2/17/09

Form PTO-1595 (Rev. 07/05)  
OMB No. 0651-0027 (exp. 6/30/2008)

02-20-2009

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

SHEET

103549155

To the Director of the U.S. Patent and Trademark Office, Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**United Fixtures Company, Inc.  
Interlake Material Handling, Inc.  
Conco-Tellus, Inc.**2. Name and address of receiving party(ies)**Name: National City Business Credit, Inc.Internal Address: National City CenterAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**Execution Date(s) 01/08/2009

- ☐ Assignment ☐ Merger
- ☒ Security Agreement ☐ Change of Name
- ☐ Joint Research Agreement
- ☐ Government Interest Assignment
- ☐ Executive Order 9424, Confirmatory License
- ☐ Other \_\_\_\_\_

Street Address: 20 Stanwix Street19th FloorCity: PittsburghState: PACountry: USA Zip: 15222Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**

A. Patent Application No.(s)

☐ This document is being filed together with a new application.

B. Patent No.(s)

5,551,543	5,137,159	5,518,104	7,124,903
5,005,693	5,115,920	5,887,732	6,718,609
4,951,808	5,165,516	6,105,798	6,609,620
5,060,785	5,375,696	6,557,712	

Additional numbers attached? ☒ Yes ☐ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: Melissa A. Kistorick, Paralegal

Internal Address: \_\_\_\_\_

Street Address: Thorp Reed & Armstrong, LLP301 Grant Street, 14th FloorCity: PittsburghState: PA Zip: 15219-1425Phone Number: 412-394-2392Fax Number: 412-394-2555Email Address: mkistorick@thorpreed.com**6. Total number of applications and patents involved: 26****7. Total fee (37 CFR 1.21(h) & 3.41) \$ 1040.00**

- ☐ Authorized to be charged by credit card
- ☐ Authorized to be charged to deposit account
- ☒ Enclosed
- ☐ None required (government interest not affecting title)

**8. Payment Information**a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_b. Deposit Account Number 02/19/2009 NJAM1 00000020 5551543  
01 FC10021 1040.00 05

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

February 16, 2009  
DateJenifer S. Tarasi, Esquire  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

17

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

PATENT  
REEL: 022288 FRAME: 0522

4. B Additional Patent Numbers

6,520,357
7,337,516
5,038,922
5,287,956
RE35,851
RE36,891
5,638,965
6,241,109
5,938,367
6,203,234
5,875,905

# **PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

Patent, Trademark and Copyright Security Agreement (the "Security Agreement"), dated the 8<sup>th</sup> day of January, 2009, made by United Fixtures Company, Inc., a Delaware corporation ("UFC"), Interlake Material Handling, Inc., a Delaware corporation ("Interlake") (UFC and Interlake are each, a "Borrower" and collectively, the "Borrowers"), and Conco-Tellus, Inc., a Delaware corporation ("CTI") (the Borrowers and CTI are collectively, the "Grantors"), for the benefit of National City Business Credit, Inc., an Ohio corporation, as agent for the Lenders (as hereinafter defined) and the Issuer (as hereinafter defined) (in such capacity, the "Agent").

## **W I T N E S S E T H:**

WHEREAS, pursuant to that certain Secured Super-Priority Debtor in Possession Credit and Security Agreement, dated of even date herewith, by and among the Borrowers, the Guarantors (as defined in the DIP Credit Agreement (as hereinafter defined)), National City Business Credit, Inc., an Ohio corporation ("NCBC"), the various other financial institutions party thereto (NCBC and such other financial institutions are each, a "Lender" and collectively, the "Lenders"), National City Bank, a national banking association, as the Issuer (as defined in the DIP Credit Agreement) and the Agent (as amended, restated, modified or supplemented from time to time, the "DIP Credit Agreement"), (i) the Lenders and the Issuer have agreed to extend credit to the Borrowers and (ii) the Grantors have agreed, among other things, to grant to the Agent (for its benefit and for the benefit of the Lenders and the Issuer) a security interest in certain of their assets, including, without limitation, their patents, patent applications, service marks, service mark applications, trademarks, trademark applications, trade names, copyrights, copyright applications and copyright registrations pursuant to the terms and conditions of this Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Grantors agree as follows:

1. Incorporation of the DIP Credit Agreement. The DIP Credit Agreement is hereby incorporated herein in its entirety by this reference thereto. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the DIP Credit Agreement.

2. Security Interest in Patents. To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to the Agent (for its benefit and for the benefit of the Lenders and the Issuer) a Lien and security interest in all of such Grantor's right, title and interest in and to all of its now owned and hereafter acquired or arising patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing

patents and applications, together with the items described in clauses (a) – (d), are hereinafter individually and/or collectively referred to as the "Patents").

3. Security Interest in Licenses.

(i) To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to the Agent (for its benefit and for the benefit of the Lenders and the Issuer) a Lien and security interest in all of such Grantor's right, title and interest in and to all of its license agreements granting rights in the Patents, Trademarks and Copyrights to any other party, including, without limitation, the licenses listed on Schedule B attached hereto and made a part hereof, now or hereafter owned by such Grantor (all of the foregoing are hereinafter collectively referred to as the "Licenses").

(ii) Notwithstanding anything to the contrary in this Security Agreement, the license agreements subject to a Lien and security interest as granted in Section 3(i) above shall not include any license agreement (or any of the rights or interests thereunder) if and to the extent that the grant of the security interest shall, after giving effect to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions), the Bankruptcy Code or any other applicable law, constitute or result in (a) the abandonment, invalidation or unenforceability of any right, title or interest of such Grantor therein or (b) a breach or termination pursuant to the terms of, or a default under, any such license agreement; provided, however, that (x) the Liens and security interests excluded pursuant to this Section 3(ii) shall not include any and all Proceeds of such license agreements or any right, title or interest of such Grantor therein, and (y) the Liens and security interests shall attach immediately at any such time as the restriction resulting in abandonment, invalidation or unenforceability or breach or termination shall be removed or any condition thereto (including any consent) shall be satisfied.

4. Security Interest in Trademarks and Related Goodwill. To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to the Agent (for its benefit and the benefit of the Lenders and the Issuer) a Lien and security interest in all of such Grantor's right, title and interest in and to all of its now owned and hereafter acquired or arising:

(i) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, and service mark applications (but excluding any application to register any trademark, service mark or other mark prior to filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark) listed on Schedule C, attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trademark and service mark applications, and trade names together with the items described in clauses (a) – (d), are hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) the goodwill of such Grantor's business connected with and symbolized by the Trademarks.

5. Security Interest in Copyrights. To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to the Agent (for its benefit and the benefit of the Lenders and the Issuer) a Lien and security interest in all of such Grantor's right, title and interest in and to all of its now owned and hereafter acquired or arising copyrights, original works of authorship fixed in any tangible medium of expression and all registrations thereof, including, without limitation, applications and registrations in the United States Copyright Office, listed on Schedule D, attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, together with the items described in (a) – (d) are hereinafter individually and/or collectively referred to as the "Copyrights").

6. Restrictions on Future Security Interests. Each Grantor agrees that until the Obligations shall have been satisfied in full and the DIP Credit Agreement and all Other Documents shall have been terminated, such Grantor will not, without the Agent's prior written consent, enter into any agreement relating to the Patents, Licenses, Trademarks or Copyrights that would reasonably be expected to result in a Material Adverse Effect and each Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights granted to the Agent (for its benefit and for the benefit of the Lenders and the Issuer) under this Security Agreement; provided, however, that no Grantor shall have an obligation to prosecute or maintain any intellectual property rights that are not reasonably deemed by such Grantor to be valuable or important to conduct its business.

7. New Patents, Licenses, Trademarks and Copyrights. Each Grantor represents and warrants that the Patents, Licenses, Trademarks and Copyrights of such Grantor listed on Schedules A, B, C and D respectively, constitute all of the Patents, Licenses, Trademarks and Copyrights now owned by such Grantor necessary to own and operate its property and to carry on its business as presently conducted and as presently planned to be conducted without conflict with the rights of others. Each Grantor hereby agrees to update such schedules as necessary to reflect changes to Schedules A, B, C and D, respectively; provided, however, if such Grantor files any material application, such Grantor shall promptly notify the Agent. Each Grantor hereby further authorizes the Agent as its attorney in fact (i) to record or rerecord this Security Agreement with the United States Patent and Trademark Office and/or Copyright Office, as the case may be, and (ii) to modify such Schedules to include any future Patents, Licenses, Trademarks and Copyrights, as applicable, under Paragraphs 2, 3, 4 and 5 above or under this Paragraph 7.

8. Representations and Warranties. Each Grantor represents and warrants to and agrees with the Agent that, except as otherwise set forth in the schedules hereto:

(i) The Patents, Trademarks and Copyrights set forth on Schedules A, C and D are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(ii) To such Grantor's knowledge, each of the Patents, Trademarks and Copyrights set forth on Schedules A, C and D is valid and enforceable;

(iii) Such Grantor is the owner of the Patents, Trademarks and Copyrights set forth on Schedules A, C and D and, subject to entry of the Financing Orders, has the power and authority to make, and, to such Grantor's knowledge, will continue to have authority to perform, this Security Agreement according to its terms;

(iv) This Security Agreement does not violate and is not in contravention of any other agreement arising after the Petition Date to which such Grantor is a party which would have a Material Adverse Effect or any judgment or decree by which such Grantor is bound and does not require any consent under any other agreement to which such Grantor is a party or by which such Grantor is bound;

(v) There has been no unreleased prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Patents, Licenses, Trademarks or Copyrights or any part thereof and the same are free from all Liens of any kind (other than Permitted Encumbrances), including, but not limited to, copyrights, shop rights and covenants not to sue third persons, except as may be otherwise set forth in the DIP Credit Agreement; and

(vi) The Licenses are valid and binding agreements enforceable according to their terms. To such Grantor's knowledge, each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

9. Royalties; Term. Each Grantor hereby agrees that, after the occurrence and during the continuance of an Event of Default, the use by the Agent (for its benefit and the benefit of the Lenders and the Issuer), of all Patents, Licenses, Trademarks and Copyrights of such Grantor as described above shall be worldwide to the extent of such Grantor's rights therein and without any liability for royalties or other related charges from the Agent or the Lenders to such Grantor. The security interest granted herein and the rights associated therewith shall extend until the earlier of (i) the expiration, termination, cancellation or abandonment, as applicable, of each of the respective Patents, Licenses, Trademarks and Copyrights assigned hereunder, or (ii) the Obligations having been satisfied in full and the DIP Credit Agreement and all Other Documents having been terminated.

10. Continuing Validity of Obligations. The agreements and obligations of the Grantors hereunder are continuing agreements and obligations, and are absolute and unconditional irrespective of the genuineness, validity or enforceability of the DIP Credit Agreement, the Notes or any other instrument or instruments now or hereafter evidencing the Obligations or any part thereof or of the other Other Documents or any other agreement or agreements now or hereafter entered into by the Agent and any Loan Party pursuant to which the Obligations or any part thereof is issued or of any other circumstance which might otherwise constitute a legal or equitable discharge of such agreements and obligations. Without limitation upon the foregoing, such agreements and obligations shall continue in full force and effect as long as the Obligations or any part thereof remain outstanding and unpaid and shall remain in

full force and effect without regard to and shall not be released, discharged or in any way affected by (i) any renewal, refinancing or refunding of the Obligations in whole or in part, (ii) any extension of the time of payment of the Notes or other instrument or instruments now or hereafter evidencing the Obligations, or any part thereof, (iii) any compromise or settlement with respect to the Obligations or any part thereof, or any forbearance or indulgence extended to any Loan Party, (iv) any amendment to or modification of the terms of the Notes or other instrument or instruments now or hereafter evidencing the Obligations or any part thereof or any other agreement or agreements now or hereafter entered into by the Agent or any Lender and any Loan Party pursuant to which the Obligations or any part thereof is issued or secured, (v) any substitution, exchange, or release of a portion of, or failure to preserve, perfect or protect, or other dealing in respect of, the Patents, Licenses, Trademarks and Copyrights or any other property or any security for the payment of the Obligations or any part thereof, (vi) any bankruptcy, insolvency, arrangement, composition, assignment for the benefit of creditors or similar proceeding commenced by or against any Loan Party, (vii) any dissolution, liquidation or termination of any Loan Party for any reason whatsoever or (viii) any other matter or thing whatsoever whereby the agreements and obligations of any Grantor hereunder, would or might otherwise be released or discharged. Each Grantor hereby waives notice of the acceptance of this Security Agreement by the Agent.

11. Duties of the Grantors. Except as may be otherwise agreed to by the Agent, each Grantor shall have the duty to (i) prosecute diligently any patent application, trademark or service mark application or copyright application made by it pending as of the date hereof or thereafter until the Obligations shall have been satisfied in full, (ii) file applications to patent unpatented but patentable inventions, and register trademarks, service marks and on copyrights, in each case as owned and used by such Grantor, (iii) preserve and maintain all of its rights in patent applications and patents of the Patents; trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks; and copyright applications and copyright registrations of the Copyrights, and (iv) take all reasonable steps necessary to ensure that the Patents, Trademarks and Copyrights remain enforceable; provided, however, that with respect to the duties set forth in this paragraph 11 no Grantor shall have an obligation to prosecute, apply for or maintain any intellectual property rights that are not reasonably deemed by such Grantor to be valuable or important to the conduct of its business. Any expenses incurred in connection with the duties set forth in this Paragraph 11 shall be borne by the Grantors.

12. Financing Statements; Documents. Each Grantor hereby authorizes the Agent to file one or more financing statements pursuant to the Uniform Commercial Code or other applicable law in form satisfactory to the Agent and will pay the reasonable and documented costs of filing and/or recording this Security Agreement and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by the Agent. Each Grantor will execute and deliver to the Agent from time to time such supplemental security agreements or other instruments, including, but not by way of limitation, additional Security Agreements to be filed with the United States Patent and Trademark Office or Copyright Office, as the Agent may reasonably require for the purpose of confirming the Agent's (for its benefit and the benefit of the Lenders and the Issuer) security interest in the Patents, Trademarks and Copyrights.

13. Rights of the Grantors and/or the Agent to Sue. Each Grantor may enforce its rights in the Patents, Licenses, Trademarks and Copyrights of such Grantor with or without the Agent's participation. If requested by any Grantor, the Agent shall participate in suits to enforce such rights as a nominal plaintiff for jurisdictional purposes. After the occurrence and during the continuance of an Event of Default, the Agent shall have the same rights, if any, as each Grantor has, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Licenses, Trademarks and Copyrights of such Grantor, and any licenses thereunder, and, if the Agent shall commence any such suit, such Grantor shall, at the reasonable request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement and such Grantor shall promptly, upon demand and as part of the Obligations, reimburse and indemnify the Agent for all reasonable costs and expenses incurred by the Agent in the exercise of its rights under this Paragraph 13.

14. Defeasance. Notwithstanding anything to the contrary contained in this Security Agreement, upon payment in full of the Obligations and performance of all obligations under the DIP Credit Agreement, this Security Agreement shall terminate and be of no further force and effect and at the request of the Grantors, the Agent (on its behalf and on behalf of the Lenders and the Issuer) shall thereupon promptly terminate its security interest in the Patents, Licenses, Trademarks and Copyrights. Until such time, however, this Security Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, provided that no Grantor may assign this Security Agreement or any of its rights under this Security Agreement or delegate any of its duties or obligations under this Security Agreement and any such attempted assignment or delegation shall be null and void. This Security Agreement is not intended and shall not be construed to obligate the Agent to take any action whatsoever with respect to the Patents, Licenses, Trademarks and Copyrights or to incur expenses or perform or discharge any obligation, duty or disability of the Grantors.

15. Waivers. No course of dealing between any Grantor and the Agent nor any failure to exercise nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the DIP Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. Severability. The provisions of this Security 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 other clause or provision of this Security Agreement in any jurisdiction.

17. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 7 hereof or by a writing signed by the parties hereto.

18. Cumulative Remedies; Effect on Other Documents. All of the Agent's rights and remedies with respect to the Patents, Licenses, Trademarks and Copyrights, whether established hereby, by the DIP Credit Agreement or any other Other Document, or by any other agreements



or by applicable law shall be cumulative and may be exercised singularly or concurrently. Each Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the DIP Credit Agreement or the other Other Documents but rather is intended to facilitate the exercise of such rights and remedies.

19. Binding Effect; Benefits. This Security Agreement shall be binding upon each Grantor and its respective successors and assigns, and shall inure to the benefit of the Agent (for itself and the benefit of the Lenders and the Issuer) and its successors and assigns.

20. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to the conflict of law provisions thereof.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, and intending to be legally bound, undersigned have executed and delivered this Security Agreement on the day and year written above.

Witness:

United Fixtures Company, Inc.

Amzel H. H. H.

By:

Name:

Jacqueline M. Barry

Title:

CFO

Witness:

Interlake Material Handling, Inc.

Amzel H. H. H.

By:

Name:

Jacqueline M. Barry

Title:

CFO

Witness:

Conco-Tellus, Inc.

Amzel H. H. H.

By:

Name:

Jacqueline M. Barry

Title:

CFO

**Schedule A****PATENTS**

<b>Grantor</b>	<b>Patent</b>	<b>Patent Number</b>	<b>Date Issued</b>
Interlake Material Handling, Inc.	SORTER (USA)	5,551,543	3-Sept-1996
Interlake Material Handling, Inc.	LINESHAFT ACCUMULATOR CONVEYOR (USA)	5,005,693	9-Apr-1991
Interlake Material Handling, Inc.	PALLET ACCUMULATION CONVEYOR (USA)	4,951,808	28-Aug-1990
Interlake Material Handling, Inc.	PHOTO EYE (USA)	5,060,785	29-Oct-1991
Interlake Material Handling, Inc.	PUSH BACK RACK (USA)	5,137,159	11-Aug-1992
Interlake Material Handling, Inc.	SELECT-A-FLOW (USA)	5,115,920	26-May-1992
Interlake Material Handling, Inc.	THREE-WAY TRANSFER CONVEY (USA)	5,165,516	24-Nov-1992
Interlake Material Handling, Inc.	HS LINESHAFT DRIVEN ACCUMULATING CONVEYOR (USA)	5,375,696	27-Dec-1994
Interlake Material Handling, Inc.	CONVEYOR TRANSFER (USA)	5,518,104	21-May-1996
Interlake Material Handling, Inc.	RACK WITH ADDITIONAL ROLLER STRIP IN RACK (USA)	5,887,732	30-Mar-1999
Interlake Material Handling, Inc.	RACK WITH SPECIAL MOUNTING ARRANGEMENT (USA)	6,105,798	22-Aug-2000
Interlake Material Handling, Inc.	OFFSET BASE STORAGE RACK ASSEMBLY (USA)	6,557,712	6-May-2003
Interlake Material Handling, Inc.	OFFSET BASE STORAGE RACK ASSEMBLY (USA)	7,124,903	24-Oct-2006
Interlake Material Handling, Inc.	OFFSET BASE STORAGE RACK ASSEMBLY (USA)	6,718,609	13-Apr-2004
Interlake Material Handling, Inc.	COLUMN PROTECTOR (USA)	6,609,620	15-Feb-2001
Interlake Material Handling, Inc.	ACCESSORY CLIP FOR RACK (USA)	6,520,357	18-Feb-2003

<b>Grantor</b>	<b>Patent</b>	<b>Patent Number</b>	<b>Date Issued</b>
Interlake Material Handling, Inc.	METHOD OF CONVERTING TO AN OFFSET BASE STORAGE RACK ASSEMBLY (USA)	7,337,516	4-Mar-2008
Interlake Material Handling, Inc.	HIGH-SPEED LINE SHAFT CONVEYOR (USA)	5,038,922	13-Aug-1991
Interlake Material Handling, Inc.	HIGH-SPEED CONVEYOR WITH MOVABLE DRIVE WHEEL (USA)	5,287,956	22-Feb-1994
Interlake Material Handling, Inc.	HIGH-SPEED LINESHAFT-DRIVEN ACCUMULATING CONVEYOR (USA)	RE35,851	21-Jul-1998
Interlake Material Handling, Inc.	HIGH-SPEED CONVEYOR WITH MOVABLE DRIVE WHEEL (USA)	RE36,891	3-Oct-2000
Interlake Material Handling, Inc.	CARTLESS PUSH-BACK RACK (USA)	5,638,965	17-June-1997
Interlake Material Handling, Inc.	LOAD LOCK FOR RACK (USA)	6,241,109	5-June-2001
United Fixtures Company, Inc.	AUTOMATIC PISTON LOCK MECHANISM (Mexico)	98 6427 (App. No.)	26-May-2008
United Fixtures Company, Inc. (f/k/a United Fixtures Acquisition Company, Inc.)	AUTOMATIC PISTON LOCK MECHANISM (USA)	5,938,367	17-Aug-1999
United Fixtures Company, Inc. (f/k/a United Fixtures Acquisition Company, Inc.)	AUTOMATIC PISTON LOCK MECHANISM (USA)	6,203,234	20-Mar-2001
United Fixtures Company, Inc. (f/k/a United Fixtures Acquisition Company, Inc.)	TAPERED CANTILEVERED SUPPORT ARM FOR STORAGE RACK SYSTEMS (USA)	5,875,905	2-Mar-1999

## **Schedule B**

### **LICENSE AGREEMENTS**

1. Patent and Know-How License Agreement for Sales and Manufacturing between Automotion, Inc. and Interlake Material Handling, Inc., dated March 5, 2002.
2. Trademark License Agreement between Interlake Material Handling, Inc., The Interlake Corporation and Sanshin Metal Working Co., Ltd., dated July 19, 1999.
3. Patent and Know-How License Agreement for Wallaby Patent between Automotion, Inc. and Interlake Material Handling, Inc., dated September 24, 2003.
4. Technology License Agreement for Sales and Manufacturing between Hokusho Co., Ltd. and Interlake Material Handling, Inc., dated April 1, 2004.
5. Settlement and Cross-License Agreement between Illinois Tool Works, Inc. and Interlake Material Handling, Inc., dated May 14, 2004.
6. Patent and Know How License Agreement, between Dexion (Australia) PTY Limited and Interlake Material Handling, Inc., dated December 19, 1997.
7. A number of the Distributor Agreements provide for the grant of a pro forma software license to use any software programs owned by Interlake Material Handling, Inc. and provided to the Distributor.

**Schedule C****TRADEMARKS**

<b>Grantor</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Date Issued</b>
Interlake Material Handling, Inc.	INTERACK 30 (USA)	2524071	01-Jan-2002
Interlake Material Handling, Inc.	INTERLAKE (Argentina)	1840886	26-Aug-1969
Interlake Material Handling, Inc.	INTERLAKE (Argentina)	1840887	26-Aug-1969
Interlake Material Handling, Inc.	INTERLAKE (Austria)	64141	23-Apr-1969
Interlake Material Handling, Inc.	INTERLAKE (Bolivia)	57123C	09-Sep-1994
Interlake Material Handling, Inc.	INTERLAKE (Canada)	164350	01-Aug-1969
Interlake Material Handling, Inc.	INTERLAKE (Denmark)	720/1969	07-Mar-1969
Interlake Material Handling, Inc.	INTERLAKE (European Community)	6982953 (App. No.)	12-Jun-2008 (App. Date)
Interlake Material Handling, Inc.	INTERLAKE (Finland)	56189	20-Jan-1970
Interlake Material Handling, Inc.	INTERLAKE (France)	1663816	20-Aug-1968
Interlake Material Handling, Inc.	INTERLAKE (Germany)	868427	22-Apr-1970
Interlake Material Handling, Inc.	INTERLAKE (Greece)	40354	17-Sep-1968
Interlake Material Handling, Inc.	INTERLAKE (Italy)	817075	20-Aug-1968
Interlake Material Handling, Inc.	INTERLAKE (Japan)	2287059	26-Dec-1990
Interlake Material Handling, Inc.	INTERLAKE (Japan)	1405917	31-Jan-1980
Interlake Material Handling, Inc.	INTERLAKE (Mexico)	149521	08-Jul-1969
Interlake Material Handling, Inc.	INTERLAKE (Mexico)	477627	21-Oct-1994
Interlake Material Handling, Inc.	INTERLAKE (Norway)	78598	05-Feb-1970

<b>Grantor</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Date Issued</b>
Interlake Material Handling, Inc.	INTERLAKE (Panama)	12465	07-Oct-1970
Interlake Material Handling, Inc.	INTERLAKE (South Africa)	68/4226	04-Jul-1969
Interlake Material Handling, Inc.	INTERLAKE (Sweden)	133606	18-Dec-1970
Interlake Material Handling, Inc.	INTERLAKE (Switzerland)	367946	06-Jan-1969
Interlake Material Handling, Inc.	INTERLAKE (Turkey)	106944	08-Oct-1968
Interlake Material Handling, Inc.	INTERLAKE (United Kingdom)	1563506	24-Mar-1995
Interlake Material Handling, Inc.	INTERLAKE (United Kingdom)	1563507	24-Mar-1995
Interlake Material Handling, Inc.	INTERLAKE (United Kingdom)	1563508	24-Feb-1994
Interlake Material Handling, Inc.	INTERLAKE (USA)	0861551	10-Dec-1968
Interlake Material Handling, Inc.	INTERLAKE (USA)	0863646	14-Jan-1969
Interlake Material Handling, Inc.	INTERLAKE (Venezuela)	61710	10-Nov-1970
Interlake Material Handling, Inc.	INTERLAKE (Venezuela)	61712	10-Nov-1970
Interlake Material Handling, Inc.	INTERLAKE (Venezuela)	61709	10-Nov-1970
Interlake Material Handling, Inc.	RACK RX (USA)	2332622	21-Mar-2000
Interlake Material Handling, Inc.	SELECTA-FLO (USA)	1324610	12-Mar-1985
Interlake Material Handling, Inc.	SELECTA-FLO 2000 (USA)	2425790	30-Jan-2001
United Fixtures Company, Inc. (f/k/a United Fixtures Acquisition Company, Inc.)	NATIONAL STORE FIXTURES, INC. and Design	1464589	10-Nov-1987
United Fixtures Company, Inc. (f/k/a United Fixtures	THORACK and Design	1429833	24-Feb-1987

<b>Grantor</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Date Issued</b>
Acquisition Company, Inc.)			

Trademark Assignment, between Control Solutions, Inc. and Interlake Material Handling, Inc., dated June 30, 2000.



**Schedule D**

**COPYRIGHTS**

1. U.S. Copyright Assignment, by and between Control Solutions, Inc. and Interlake Material Handling, Inc., dated June 30, 2000.