

Tab settings 10-19-98

03-03-1999



FR SHEET  
JLY

To the Honorable Commissioner

100919164

See attached original documents or copy thereof.

1. Name of conveying party(ies):

HK Systems, Inc.  
2855 South James Drive  
New Berlin, WI 53151

MRD  
10-19-98

- Individual(s)
- General Partnership
- Corporation-State - Wisconsin
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Harris Trust and Savings Bank,  
Name: as Agent

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

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60690

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Illinois Banking Corp.
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Trademark Collateral Agreement
- Merger
- Change of Name

40

Execution Date: October 9, 1998

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

A. Trademark Application No.(s)

See attached

TM

B. Trademark Registration No.(s)

See attached

Additional numbers attached?  Yes  No

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

Name: Federal Research Corp.

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

Street Address: 400 Seventh St NW  
Suite 101

City: Washington State: DC ZIP: 20004

10/20/1998 BANGUYEN 00000400 73471391

6. Total number of applications and registrations involved: 30

7. Total fee (37 CFR 3.41).....\$ 765

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

01 FC:481  
02 FC:482

40.00 OP  
725.00 OP

DO NOT USE THIS SPACE

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.

Nancy A. Zarazua

Name of Person Signing

*Nancy A. Zarazua*  
Signature

10/15/98

Date

Total number of pages including cover sheet, attachments, and document: 12

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK

REEL: 1815 FRAME: 0901

SCHEDULE B  
TO TRADEMARK COLLATERAL AGREEMENT  
*Trademark Registrations and Applications*

Code	Country	Reg. No./ Issue Date	Serial No./ Filing Date	Mark	Class	§ 88 & 15 Affidavit	Next Renewal Due
1	USA	1,373,426 12-03-85	73/471,391 03-21-84	Accumaflow	7		12-03-05
2	USA	1,369,805 11-12-85	73/473,009 03-30-84	Accumaflow-ZP	7		11-12-05
3	USA	1,943,809 12-26-95	74/588,856 10-21-94	AUTOMOVE	9		12-26-05
4	USA	1,695,770 06-23-92	74/125,095	CENTURY SYSTEMS		06-23-98	06-23-02
	Argentina	4,454,031 07-30-93	4,800,408		7		07-30-03
	Argentina	1,454,032 07-30-93	1,800,409		9		07-30-03
	Brazil	816138613 11-10-92	816138613		07.50		11-10-02
	Brazil	816138621 01-05-93	816138621		09.20; 09.55		01-05-03
	Canada	443,539 06-09-95	677,364				06-09-10
	Canada	448,624 10-06-95	756,536				10-06-10
	France	92409325 03-09-92	92409325				03-09-02
	Great Britain	1490753 02-07-92	1490753		7		02-07-99

Code	Country	Reg. No./ Issue Date	Serial No./ Filing Date	Mark	Class	§88 & 15 Affidavit	Next Renewal Due
5	Great Britain	1,490,754 02-07-92	1490754		9		02-07-99
	South Korea	240096 06-05-92	1991-09272		39		06-05-02
	South Korea	253415 11-02-92	1991-09270		37		11-02-02
077	Taiwan	86-010040 03-04-97			7		
5	USA	620,320 01-31-56	683,017 01-31-56	Chainveyor	7		01-31-06
	Japan	1,369,722 01-27-89	214754/88				07-31/10-30-98
	USA	1,619,453 10-30-90	74/014,315	EXCELL		10-30-96	10-30-00
				FASTMOVE RF			common law
105	USA		75/522,972 07-21-98	FORMULA VG (ITU)	7		
008	USA	2,076,103 07-01-97	74/632,008 02-09-95	HK SYSTEMS	7	07-01-03	07-01-07
008	USA	2,076,102 07-01-97	74/632,007 02-09-95	HK SYSTEMS (& Design)	7	07-01-03	07-01-07
	USA	<del>1,070,012</del> 07-19-77	<del>72/455,584</del>	<del>K (&amp; Design)</del>	<del>7</del>		<del>07-19-97</del>
	USA	998,177 11-12-74	72/464,018	KENWAY			Renewed 11-12-91 Next Due 11-12-04
	Great Britain	B1297234 01-07-87	1297234				Renewed 01-07-94 Next Due 01-07-08

Code	Country	Reg. No./ Issue Date	Serial No./ Filing Date	Mark	Class	§ 88 & 15 Affidavit	Next Renewal Due
5				Line Flow			common law
11	USA	1,641,706 04-16-91	74/025,562 02-05-90	Lo Pal	7	Accepted 06-16-97	04-16-01
12	USA		75/053,867 02-06-96	LOAD BUILDER MASTERMOVE	9		common law
13	USA	1,690,715 06-02-92	74/026,510 02-06-90	Merg-A-Sort	7	06-02-98	06-02-02
14	USA	1,264,721 01-24-84	73/373,791	MINI-PIK			01-24-04
15	USA	1,042,702		The Mole			common law expired 07-06-96
16	USA	1,107,785 12-05-78	73/132,127 06-27-77	Molift	7		12-05-98
17	USA	1,897,166 05-30-95	74/407,718	MOVR		05-30-01	05-30-05
				Newsrap			common law
				Omniload			common law
	USA		74/473,373 12-27-93	PLANTMASTER			@ Quarles & Brady
				Premier			common law
	USA	1,887,670 04-04-95	74/350,492	QUE-MASTER		File transferred to HK 9/97	
	USA	1,902,392 07-04-95	74/516,605	QUE-MASTER (Stylized)		File transferred to HK 9/97	

Code	Country	Reg. No./ Issue Date	Serial No./ Filing Date	Mark	Class	§88 & 15 Affidavit	Next Renewal Due
5	USA	1,984,172 07-02-96	74/706,483 07-27-95	Quik-Est	9	07-02-02	07-02-06
				SmartBelt			common law
067	USA			SMARTCHAIN	7		
14	USA	1,818,743 02-01-94	74/362,778 03-01-93	Smartque	7	02-01-00	02-01-14
20	USA	1,352,461 08-06-85	73/516,444	SMARTRAK			08-06-05
				SmartSensor			common law
096	USA	1,682,352 04-07-92	74/070,866 06-19-90	STOCKMASTER	9	Accepted 05-12-98	04-07-02
27	USA	1,994,699 08-20-96	74/633,507 02-13-95	Taylor	7	08-20-02	08-20-06
				Toteslacker			common law
23	USA	1,844,127 07-12-94	74/443,594 10-04-93	Tramex	7	07-12-00	07-12-14
	Italy	443,576 12-17-81			7		12-17-01
	Spain	1,004,477 07-10-84			7		07-10-04
				Tramexsort			common law
				Translide			common law
067	USA			TRANSLIDE	7		
030	USA	2,109,082 10-28-97	75/193,539 11-05-96	Transort (previously Reg. No. 1,042,702, expired 7-6-96)	7	10-28-03	10-28-07

Code	Country	Reg. No./ Issue Date	Serial No./ Filing Date	Mark	Class	§ 8 & 15 Affidavit	Next Renewal Due
5	Japan	2563708 08-31-93	103103/90 09-11-90		9		08-31-03
	Katakana	2563709 08-31-93	113772/90 10-08-90		9		08-31-03
25	USA	1,117,114 05-01-79	108,930 12-08-76	UHS	7		05-01-99
				Unit Handling Systems			common law
24	USA	997,006 10-29-74	72/464,923	UNIT LOAD			Renewed 10-29-91 Next Due 10-29-04
	Argentina	1,442,565 05-31-93	1,795,449		7		05-31-03
	Argentina	1,446,329 06-30-93	1,795,450		9		06-30-03
	Brazil	816153116 05-02-95	816153116				05-02-05
	Canada	434,379 10-14-94	677,359				10-14-09
	Indonesia	318,068 11-30-94			12		06-01-04
	Indonesia	318,069 11-30-94			9		06-01-01
	South Korea	247648 08-21-92	1991-09271		37		08-21-02
	South Korea	248498 08-31-92	1991-09273		39		08-31-02
27	USA	1,939,422 12-05-95	74/548,102 07-01-94	VANTAGEWARE	42		12-05-05

Code	Country	Reg. No./ Issue Date	Serial No./ Filing Date	Mark	Class	§§8 & 15 Affidavit	Next Renewal Due
5				Vert-A-Cum			common law
28	USA	909,534 03-09-71	322,515 03-23-69	vonGal	7		03-09-01
24	USA	1,103,318 10-03-78	155,224 01-13-78	Z-PAC	7		10-03-98
30	USA	1,364,153 10-08-85	73/471,407 03-21-84	Z-PAL	7		10-08-05

## TRADEMARK COLLATERAL AGREEMENT

This 9th day of October, 1998, HK Systems, Inc., a Wisconsin corporation ("*Assignor*") with its principal place of business and mailing address at 2855 South James Drive, New Berlin, Wisconsin 53151, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation ("*Harris Bank*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60690, acting as agent hereunder for the various lenders pursuant to that certain Credit Agreement dated as of even date herewith between the Assignor, Harris Bank, individually and as agent, and the lenders identified therein (said Harris Bank acting as such agent and any successor or successors to Harris Bank acting in such capacity being hereinafter referred to as the "*Assignee*"), and grants to Assignee a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule B hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Assignor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule B hereto or of any trademark licensed under a trademark license listed on Schedule B or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Assignor as set out in that certain Security Agreement Re: Intellectual Property bearing even date herewith by and between Assignor and Assignee (the "*Agreement*").

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

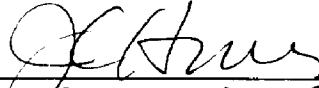
All terms defined in the Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.



Nothing contained in this Trademark Collateral Agreement, nor the execution, delivery and recordation thereof, shall in any manner impair any security interests on liens heretofore created in favor Assignee or any rights or remedies of Assignee with respect to such security interests and liens.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed as of the date and year first above written.

HK SYSTEMS, INC.


By 

Its SENIOR VICE PRESIDENT

JOHN C. HINES

(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK

By 

Its Vice President

ANDREW PETERSON

(Type or Print Name)

STATE OF Wisconsin )  
 ) SS  
COUNTY OF Milwaukee )

I, Margie E. Burkwald a Notary Public in and for said County, in the State aforesaid, do hereby certify that John C. Hines, Senior Vice President of HK Systems, Inc., a Wisconsin corporation, and \_\_\_\_\_ Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_ Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and the said \_\_\_\_\_ Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 9<sup>th</sup> day of October, 1998.

(NOTARIAL SEAL)

Margie E. Burkwald  
Notary Public

My Commission Expires:

Margie E. Burkwald  
(Type or Print Name)

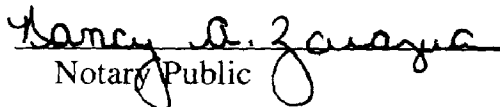
August 19, 2001

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

I, Nancy A. Zarazua, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Andrew Peterson, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 9th day of October, 1998.

(NOTARIAL SEAL)

  
Notary Public

Nancy A. Zarazua  
(Type or Print Name)

My Commission Expires:

OFFICIAL SEAL  
NANCY A ZARAZUA  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP MAR. 18, 2001