

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Butler Solutions, LLC		07/31/2003	limited liability company: OHIO

RECEIVING PARTY DATA	
Name:	Harris Trust and Savings Bank, as Administrative agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	financial institution:

PROPERTY NUMBERS Total: 1	
Property Type	Number
Serial Number:	76502060

CORRESPONDENCE DATA	
Fax Number:	(312)863-7862
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-201-4000
Email:	deneen.sanders@goldbergkohn.com
Correspondent Name:	Deneen Sanders, Paralegal
Address Line 1:	Goldberg, Kohn, et. al.
Address Line 2:	55 E. Monroe St., Ste. 3700
Address Line 4:	Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Deneen Sanders, Paralegal
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended or otherwise modified from time to time, the "Agreement") is made as of this 31st day of July, 2003 by Butler Solutions, LLC, an Ohio limited liability company ("Grantor"), in favor of Harris Trust and Savings Bank, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee").

WITNESSETH

WHEREAS, W.A. Butler Company (the "Borrower"), Grantee and Lenders are entering into that certain Credit Agreement dated as of the date hereof (as amended or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee and Lenders will make loans and other financial accommodations to or for the benefit of Borrower;

WHEREAS, as one of the conditions to making loans and other financial accommodations to or for the benefit of Borrower, Grantee and Lenders have required that Grantee guaranty the obligations of Borrower to Grantee and Lenders (the "Guaranty") and grant certain liens and security interests in favor of Grantee and Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement to be entered into by and between Grantor and Grantee as of the date hereof (as amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor, including without limitation all right, title and interest of Grantor in, to and under all now owned and hereafter acquired or arising trademark applications and trademarks, trade names, trademark licenses and trade styles (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications) (collectively, "Trademarks") to secure the payment of all amounts owing by Borrower to Grantee and Lenders under the Credit Agreement;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created or acquired:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Grantor warrants and represents to Grantee that:

(i) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation licenses and covenants by Grantor not to sue third persons;

(ii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iii) Grantor has the unqualified right to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until the Obligations shall have been satisfied in full and the Credit Agreement, the Guaranty and the Security Agreement have been terminated, Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or grant any license under, any Trademark or enter into any other agreement with respect to any Trademark, and Grantor further agrees that it shall 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 transferred to Grantee under this Agreement.

5. Product Quality. Grantor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide Grantee, upon Grantee's request from time to time, with a certificate of an officer of Grantor certifying Grantor's compliance with the foregoing, except where failure to so maintain would not have a Material Adverse Effect.

6. New Trademarks. If, before the Obligations shall have been satisfied in full or before the Credit Agreement, the Guaranty and the Security Agreement have been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Grantee, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and Grantor shall give to Grantee prompt written notice

thereof. Grantor hereby authorizes Grantee to modify this Agreement by amending Schedule 1 to include any such Trademarks.

7. Litigation. If, before the Obligations shall have been satisfied in full or before the Credit Agreement, the Guaranty and the Security Agreement have been terminated, Grantor shall become aware of any suits or actions commenced or threatened with reference to any Trademark, Grantor shall give to Grantee prompt written notice thereof.

8. Duties of Grantor. Grantor shall (i) file and prosecute diligently any trademark applications pending as of the date hereof or hereafter, (ii) preserve and maintain all rights in the Trademarks, as reasonably deemed appropriate by Grantor and (iii) ensure that the Trademarks are and remain enforceable, except, in any case, where Grantor determines in its business judgment that any Trademark or trademark application has nominal value or is not useful to the Grantor's business.

9. Grantee's Right to Sue. During the existence of an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents reasonably required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this Section 9 other than any costs or expenses incurred by the Grantee as a result of its gross negligence or willful misconduct.

10. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement, the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Credit Agreement, the Guaranty and the Security Agreement have been terminated. Grantor hereby further acknowledges and agrees that the use by Grantee of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Grantee to Grantor.

[signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Trademark Security Agreement as of the date first written above.

Butler Solutions, LLC, an Ohio limited liability company

By LEO E. McNEIL
Name LEO E. McNEIL
Title VP / CFO

Caryl L. Rau
CARYL L. RAU
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 11-13-06

SCHEDULE A
TRADEMARKS

	<u>Trademark</u>	<u>U.S. Registration No.</u>
None		

TRADEMARK APPLICATIONS

	<u>Trademark</u>	<u>Serial No.</u>
DVM Manager		76-502060