

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Security Agreement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Holland Group, Inc.		12/22/2003	CORPORATION:

RECEIVING PARTY DATA	
Name:	Hilco Capital LP
Street Address:	One Northbrook Place, 5 Revere Drive
Internal Address:	Suite 510
City:	Northbrook
State/Country:	ILLINOIS
Postal Code:	60062
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	78176978	ELI
Registration Number:	2578900	HOLLAND
Registration Number:	2490357	GO THE DISTANCE
Registration Number:	1418359	
Registration Number:	2219690	NEWLITE
Registration Number:	0704885	NEWAY
Registration Number:	2255393	V-STEER
Registration Number:	2398386	V-LOK
Registration Number:	2421780	NEWELD
Registration Number:	2436297	VPAC
Registration Number:	2414654	IPAC
Registration Number:	2445822	V-STEER II
Registration Number:	2408485	NEWAY
Registration Number:	2461358	HOLLAND NEWAY

CH \$590.00 78176978

Registration Number:	2452938	HOLLAND NEWAY
Registration Number:	0919172	HOLLAND KOMPENSATOR
Registration Number:	0929914	MOV-ON
Registration Number:	1093729	HOLLAND KOMPENSATOR
Registration Number:	1372400	OLYMPIX
Registration Number:	1989998	GOLD LINE
Registration Number:	2403566	HOLLAND
Registration Number:	2383441	LOWLUBE
Registration Number:	2145432	EZ-ALIGN

CORRESPONDENCE DATA

Fax Number: (312)236-7516

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-368-4058

Email: laura.janson@piperrudnick.com

Correspondent Name: Thomas W. Ryan, Esq.

Address Line 1: Piper Rudnick LLP P.O. Box 64807

Address Line 4: Chicago, ILLINOIS 60664-0807

ATTORNEY DOCKET NUMBER:	231590-000004
NAME OF SUBMITTER:	Laura Janson

Total Attachments: 7

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Trademark Registration and Application Numbers
for The Holland Group, Inc.

78/176,978
2,578,900
2,490,357
1,418,359
2,219,690
704,885
2,255,393
2,398,386
2,421,780
2,436,297
2,414,654
2,445,822
2,408,485
2,461,358
2,452,938
919,172
929,914
1,093,729
1,372,400
1,989,998
2,403,566
2,383,441
2,145,432

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 22, 2003, by THE HOLLAND GROUP, INC., a Michigan corporation ("Grantor"), in favor of HILCO CAPITAL LP, as Agent for itself and for the Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Borrowers and other Loan Parties, the Agent and the Lenders signatory thereto from time to time (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans for the benefit of Borrowers and guaranteed by Grantor; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for itself and for the Lenders, this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Section 1 thereto to the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent on behalf of itself and the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on

behalf of itself and the Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE HOLLAND GROUP, INC, as Grantor

By: [Handwritten Signature]
Name: [Handwritten Name]
Title: [Handwritten Title]

ACCEPTED AND ACKNOWLEDGED BY:

HILCO CAPITAL LP, as Agent

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE HOLLAND GROUP, INC, as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

HILCO CAPITAL LP, as Agent

By:  _____
Name: CHAS Penn _____
Title: VP _____

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

See attached

SCHEDULE I - Trademarks for The Holland Group, Inc.

Euro-Hitch	EU (CTM)	Registered	2/12/2002	1950609
Euro-Hitch	Germany	Registered	12/10/1998	39865786.6
Euro-Hitch Weightsaver	Germany	Registered	12/10/1998	39865785.8
Aer Way	United States	Registered	4/30/1985	1,332,870
TRUCK MASTER	United States	Registered	2/26/1985	1,322,038
Euro-Hitch Weightsaver	Germany	Registered	12/10/1998	39865785
Holland Euro-Hitch and Design	EU (CTM)	Registered	9/17/2001	1,851,062
HOLLAND AND DESIGN (OVAL)	EPC	Pending	10/15/2001	2409654
NEWAY	Brazil	Pending	10/15/2001	824108051
HOLLAND AND DESIGN (OVAL)	Brazil	Pending	1/30/2002	824347293
ELI -Electronic Lock Indicator	U.S.	Pending	10/22/2002	78/176,978
HOLLAND	United States	Registered	6/11/2002	2,578,900
Go the Distance	United States	Registered	9/18/2001	2,490,357

TRADEMARK

REEL: 002770 FRAME: 0902

RECORDED: 12/30/2003