

03-23-2004

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

3/22/04



102663061

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please return this _____ original documents or copy thereof.

1. Name of conveying party(ies):
Nickerson Machinery Chicago Inc.

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

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

3. Nature of conveyance:

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

Execution Date: 03/12/04

2. Name and address of receiving party(ies)
Credit Suisse First Boston, acting through
Name: its Cayman Islands Branch, as Collateral Agent
Internal
Address: 2nd Floor

Street Address: One Madison
City: New York State: NY Zip: 10010

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____

Other corporation organized under the laws of Switzerland
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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

1317649 and 1313162

Additional number(s) attached Yes No

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

Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins LLP

Suite 5800, Sears Tower

Street Address: _____

233 S. Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

8523-120

DO NOT USE THIS SPACE

9. Signature.

Linda R. Kastner
Name of Person Signing

Signature

3/19/04
Date

Total number of pages including cover sheet, attachments, and document: 6

03/23/2004 6TON11 00000013 1317649

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:0521 40.00 OP
02 FC:0522 25.00 OP
03 FC:0523 120.00 OP

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, Nickerson Machinery Chicago Inc. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated March 12, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Credit Suisse First Boston, acting through its Cayman Islands Branch, as collateral agent for certain lenders (in such capacity, together with any permitted successors and assigns, the "Assignee");

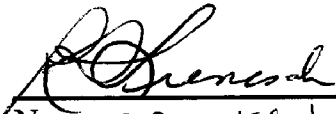
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby pledges and assigns to the Assignee and grants to the Assignee, for the benefit of the Agents and the Lenders (as such terms are defined in the Security Agreement), a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of March 13, 2004.

NICKERSON MACHINERY CHICAGO
INC.

By: 
Name: R.P. LIONSCH
Title: TREASURER

STATE OF NY

ss.:

COUNTY OF NY

On this 11 day of March, 2004, before me personally came R.P. HONECH, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the TREASURER of Nickerson Machinery Chicago Inc., a Illinois corporation, and that s/he executed the foregoing instrument in the firm name of Nickerson Machinery Chicago Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



DANIEL M. BLOCH
NOTARY PUBLIC, State of New York
No. 01BL6097911
Qualified in New York County
Commission Expires Sept. 2. 2007

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications
Owned by Nickerson Machinery Chicago Inc.

Nickerson Machinery Chicago Inc. (NMI) Trademarks

Trademarks

Owner Nickerson Machinery Chicago Inc. (NMI)

| Country | Trademark | Registration No. | Registration Date | Application No. | Date Filed | Owner |
|--------------------------|-----------|------------------|-------------------|-----------------|------------|-------|
| United States of America | NICKERSON | 1317649 | 2/5/1985 | 73/446397 | 10/3/1983 | NMI |
| United States of America | NM | 1313162 | 1/8/1985 | 73/446177 | 10/3/1983 | NMI |