

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇒ ⇒ ⇒ ▼ ▼ ▼ ▼ ▼ ▼ ▼	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
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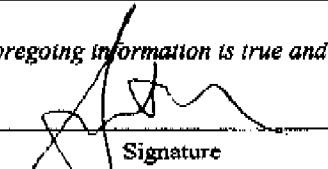
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): <u>Hilco Capital LP</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other – <u>Delaware limited partnership</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Silver Point Finance, LLC</u> Internal Address: _____ Street Address: <u>600 Steamboat Road</u> City: <u>Greenwich</u> State: <u>CT</u> Zip: <u>06830</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation – <u>Delaware limited liability company</u> <input type="checkbox"/> Other _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: <u>September 28, 2004</u>	

4. Application number(s) or registration number(s): A. Trademark Application No.(s) Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	B. Trademark Registration No.(s) <u>1332870; 1322038</u>
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5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Santo Manna, Esq.</u> Internal Address: <u>Schulte Roth & Zabel LLP</u> Street Address: <u>919 Third Avenue</u> City: <u>New York</u> State: <u>N.Y.</u> Zip: <u>10022</u>	6. Total number of applications and registrations involved: <u>2</u> 7. Total fee (37 CFR 3.41)..... \$ 65.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>500675 – Schulte Roth & Zabel LLP/Order No. 051511/0015</u> (Attach duplicate copy of this page if paying by deposit account)
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DO NOT USE THIS SPACE

9. Statement and signature. <i>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.</i>		
<u>Santo Manna, Esq.</u> Name of Person Signing	 Signature	<u>November 2, 2004</u> Date
Total number of pages including cover sheet, attachments, and documents: <u>7</u>		

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

CH \$65.00 600675 1332870

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL ("Assignment"), dated as of September 28, 2004, by HILCO CAPITAL LP, a Delaware limited partnership (the "Assignor"), for the benefit of SILVER POINT FINANCE, LLC, a Delaware limited liability company (the "Assignee"), as agent for itself and for the Lenders.

RECITALS:

WHEREAS, Holland Equipment Limited. ("Holland Equipment"), the persons named therein as other borrowers and loan parties, the lenders party thereto (the "Lenders") and the Assignor, as agent for the Lenders entered into that certain Loan and Security Agreement dated as of December 22, 2003, (as amended, supplemented, restated or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, to secure the Liabilities (as defined in the Loan Agreement), Holland Equipment entered into that certain Trademark Security Agreement, dated as of December 22, 2003 (the "Trademark Security Agreement"), in favor of Assignor, which was recorded at the United States Patent and Trademark Office on or about December 23, 2004 at Reel/Frame No. 002998/0607;

WHEREAS, pursuant to the Trademark Security Agreement, Holland Equipment created a security interest in favor of Assignor in and to the Trademark Collateral (as defined in the Trademark Security Agreement), including without limitation the following and all proceeds thereof:

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

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

(c) All goodwill of the business conducted 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 Holland Equipment 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.

WHEREAS, pursuant to that certain Assignment Agreement dated as of September __, 2004, Assignor sold, assigned and transferred without recourse to Assignee all right, title and interest in, among other things, the Loan Agreement and the Trademark Security Agreement, including without limitation Assignor's security interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement) (the "Assigned Interest"), and Assignee assumed all right, title and interest in same;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, without recourse, representation or warranty, does hereby convey, sell, assign, transfer and set over unto Assignee all right, title and interest in and to the Assigned Interest.

[remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Assignor has executed this Assignment through a duly authorized officer.

HILCO CAPITAL LP

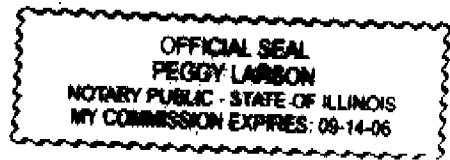
By: E. Cohen
Name: ERAN COHEN
Title: SVP

STATE OF Illinois
COUNTY OF Lake

ss.:

On this 18th day of October 2004, before me personally came Eran Cohen, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the SVP of Hilco Capital LP., a Delaware limited partnership, and that he executed the foregoing instrument in the firm name of Hilco Capital LP, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Peggy Larson



Acknowledged and Agreed:

SILVER POINT FINANCE, LLC

By:

Name: Jeffrey A. Gelfand
Title: Chief Financial Officer

STATE OF New York

SS.:

COUNTY OF New York

Jeffrey Gelfand On this 30th day of Sept 2004, before me personally came to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the CEO of Silver Point Finance, LLC, a Delaware limited liability company, and that he executed the foregoing instrument in the firm name of Silver Point Finance, LLC, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



BRIAN A. JARMAN
NOTARY PUBLIC, State of New York
(No. 014804601)
Qualified in New York County
Commission Expires May 22, 2012

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

SCHEDULE I

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Name/Title	Country	IP Status	Date Filed/Registered	Serial No./Registration No.
Aer Way	United States	Registered	4/30/1985	1,332,870
TRUCK MASTER	United States	Registered	2/26/1985	1,322,038