

06-23-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

DEPARTMENT OF COMMERCE
Patent and Trademark Office



RECORDATION
TRADEMARK

103263011

JUN 22 AM 11:53

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below

6-22-06

1. Name of conveying party(ies):

Interlake Material Handling, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 4/21/06

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: National City Business Credit, Inc.

Internal

Address: _____

Street Address: 1965 East 6th Street, 4th Floor

City: Cleveland

State: OH

Country: USA Zip: 44114

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other National Banking Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
75/691,527; 73/488,181; and 75/691,564

B. Trademark Registration No.(s)
0863646; 0853155; 0863039; 0861560; 0861551; 2524071;

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Sean M. Girdwood, Esquire

Internal Address: _____

Street Address: Thorp Reed & Armstrong, LLP

301 Grant Street, 14th Floor

City: Pittsburgh

State: PA Zip: 15219-1425

Phone Number: 412-394-2567

Fax Number: 412-394-2555

Email Address: sgirdwood@thorpreed.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

[Handwritten Signature]
Signature

June 16, 2006
Date

06/22/2006 DBYRNE 00000185 75691527

01 FC:8521
02 FC:8522

40.00 Jennifer S. Tarasi, Esquire
200.00 of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003356 FRAME: 0096

NOTICE OF SECURITY INTEREST
U.S. TRADEMARKS

WHEREAS, United Fixtures Company, Inc., a Delaware corporation ("UFC"), Interlake Material Handling, Inc., a Delaware corporation ("Interlake"), Interlake Acquisition Co., a Delaware corporation ("Merger Corp.") (UFC, Interlake and Merger Corp. are collectively, the "Borrowers"), and Conco-Tellus, Inc., a Delaware corporation ("CTI") (UFC, Interlake, Merger Corp., and CTI are each a "Grantor" and collectively, the "Grantors"), own the trademarks listed on the annexed Schedule A, which trademarks are registered, to the extent indicated, in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to that certain First Amended and Restated Credit and Security Agreement, dated of even date herewith, by and among the Borrowers, the Guarantors (as defined in the Credit Agreement), National City Business Credit, Inc., an Ohio corporation ("NCBC"), the various other financial institutions party thereto (NCBC and such other financial institutions are each, a "Lender" and collectively, the "Lenders"), National City Bank, a national banking association, as the Issuer, as lead arranger, and sole book runner (as defined in the Credit Agreement) NCBC, as Agent for the Lenders and the Issuer (NCBC, in such capacity, the "Grantee") (as amended, modified or supplemented from time to time, the "Credit Agreement"), the Borrowers are obligated to the Grantee, and the Grantors have entered into that certain First Amended and Restated Patent, Trademark and Copyright Security Agreement, dated of even date herewith (the "Security Agreement") in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Grantee (for itself and for the benefit of the Lenders and the Issuer), a security interest in all right, title and interest of the Grantors in and to the Trademarks, and the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment and performance 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, and intending to be legally bound hereby, the Grantors, pursuant to the Security Agreement, did and do grant to the Grantee (for itself and for the benefit of the Lenders and the Issuer) a security interest in the Trademark Collateral to secure prompt payment and performance of the Obligations.

The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Grantee (for itself and for the benefit of the Lenders and the Issuer) with respect to the security interest in the Trademark Collateral granted hereby and under the Security Agreement 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 in this Assignment.

The Grantee's address is 1965 East 6th Street, 4th Floor, Cleveland, Ohio 44114.

IN WITNESS WHEREOF, the Grantors have caused this Notice of Security Interest to be duly executed to be effective on the 21st day of April, 2006.

Witness:

Sara E. Dabagia

United Fixtures Company, Inc.

By: 

Name: Thomas P. Guido

Title: Vice President

Witness:

Sara E. Dabagia

Interlake Material Handling, Inc.

By: 

Name: Thomas P. Guido

Title: Vice President

Witness:

Sara E. Dabagia

Interlake Acquisition Co.

By: 

Name: Thomas P. Guido

Title: Executive Vice President

Witness:

Sara E. Dabagia

Conco-Tellus, Inc.

By: 

Name: Thomas P. Guido

Title: Vice President

Schedule A

TRADEMARKS

United Fixtures Company, Inc.

<u>Grantor</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
United Fixtures Acquisition Company, Inc.	National Store Fixtures, Inc. and Design	1,464,589	10-Nov-1987
United Fixtures Acquisition Company, Inc.	Thorack and Design	1,429,833	24-Oct-1987

Interlake Material Handling, Inc.

Trademark Assignment, between Control Solutions, Inc. and Interlake Material Handling, Inc., dated June 30, 2000.

<u>Grantor</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
Interlake Material Handling, Inc.	INTERLAKE (Argentina)	790182	25-Oct-1968
Interlake Material Handling, Inc.	INTERLAKE (Argentina)	790184	25-Oct-1968
Interlake Material Handling, Inc.	INTERLAKE (Austria)	AM342/69	19-Feb-1969
Interlake Material Handling, Inc.	INTERLAKE (Benelux)	008873	04-Aug-1971
Interlake Material Handling, Inc.	INTERLAKE (Bolivia)	1314/92	15-Oct-1992
Interlake Material Handling, Inc.	INTERLAKE (Canada)	316360	25-Sep-1968
Interlake Material Handling, Inc.	INTERLAKE (Chile)	27208	28-Dec-1983

<u>Grantor</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
Interlake Material Handling, Inc.	INTERLAKE (Colombia)	112426	04-Nov-1968
Interlake Material Handling, Inc.	INTERLAKE (Colombia)	112426	04-Nov-1968
Interlake Material Handling, Inc.	INTERLAKE (Denmark)	A3513/68	18-Sep-1968
Interlake Material Handling, Inc.	INTERLAKE (Finland)	3467/68	18-Sep-1968
Interlake Material Handling, Inc.	INTERLAKE (France)	61136	20-Aug-1968
Interlake Material Handling, Inc.	INTERLAKE (Germany)	J8018/6WZ	18-Sep-1968
Interlake Material Handling, Inc.	INTERLAKE (Greece)	40354	17-Sep-1968
Interlake Material Handling, Inc.	INTERLAKE (Israel)	29183	22-Sep-1968
Interlake Material Handling, Inc.	INTERLAKE (Israel)	29180	22-Sep-1968
Interlake Material Handling, Inc.	INTERLAKE (Italy)	61136	20-Aug-1968
Interlake Material Handling, Inc.	INTERLAKE (Japan)	69745/68	28-Sep-1968
Interlake Material Handling, Inc.	INTERLAKE (Japan)	129599/88	16-Nov-1988
Interlake Material Handling, Inc.	INTERLAKE (Mexico)	25386	22-Nov-1968
Interlake Material Handling, Inc.	INTERLAKE (Mexico)	210953	05-Sep-1994

<u>Grantor</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
Interlake Material Handling, Inc.	INTERLAKE (Norway)	97373	18-Sep-1968
Interlake Material Handling, Inc.	INTERLAKE (Panama)		27-Nov-1969
Interlake Material Handling, Inc.	INTERLAKE (South Africa)	68/4228	16-Sep-1968
Interlake Material Handling, Inc.	INTERLAKE (South Africa)	68/4229	16-Sep-1968
Interlake Material Handling, Inc.	INTERLAKE (South Africa)	68/4226	16-Sep-1968
Interlake Material Handling, Inc.	INTERLAKE (South Africa)	68/4227	16-Sep-1968
Interlake Material Handling, Inc.	INTERLAKE (Sweden)	3842/68	18-Sep-1968
Interlake Material Handling, Inc.	INTERLAKE (Switzerland)	6147	17-Oct-1968
Interlake Material Handling, Inc.	INTERLAKE (Turkey)	46351/68	08-Oct-1968
Interlake Material Handling, Inc.	INTERLAKE (United Kingdom)	1563508	24-Feb-1994
Interlake Material Handling, Inc.	INTERLAKE (United Kingdom)	1563507	24-Feb-1994
Interlake Material Handling, Inc.	INTERLAKE	0863646	14-Jan-1969
Interlake Material Handling, Inc.	INTERLAKE	0853155	23-July-1968
Interlake Material Handling, Inc.	INTERLAKE	0863039	7-Jan-1969
Interlake Material	INTERLAKE	0861560	10-Dec-1968

<u>Grantor</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
Handling, Inc.			
Interlake Material Handling, Inc.	INTERLAKE	0861551	10-Dec-1968
Interlake Material Handling, Inc.	INTERLAKE (Venezuela)	5284	19-Sep-1968
Interlake Material Handling, Inc.	INTERLAKE (Venezuela)	5282	19-Sep-1968
Interlake Material Handling, Inc.	INTERLAKE (Venezuela)	5281	19-Sep-1968
Interlake Material Handling, Inc.	INTERLAKE (Venezuela)	5285	19-Sep-1968
Interlake Material Handling, Inc.	INTERACK30	2524071	1-Jan-2002
Interlake Material Handling, Inc.	RACK RX	75/691527	26-Apr-1999
Interlake Material Handling, Inc.	SELECTA-FLO	73/488181	02-Jul-1984
Interlake Material Handling, Inc.	SELECTA-FLO 2000	75/691564	26-Apr-1999

Interlake Acquisition Co.

NONE.

Conco-Tellus Inc.

NONE.