

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Collateral Assignment of Trademark Security		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Oilgear Company		12/15/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	20975 Sweson Dr.		
Internal Address:	Suite 110		
City:	Waukesha		
State/Country:	WISCONSIN		
Postal Code:	53186		
Entity Type:	Association:		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	0838727	OILGEAR FLUID POWER	
Registration Number:	0557611	OILGEAR	
Registration Number:	0557612	OILGEAR	
Registration Number:	0570865	OILGEAR	
Registration Number:	0570866	OILGEAR	
Registration Number:	1205956	TOWLER	
Registration Number:	2441291	OASYS	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	virginia.e.brown@thomson.com		
Correspondent Name:	Miles & Stockbridge P.C.		
Address Line 1:	10 Light St.		
Address Line 4:	Baltimore, MARYLAND 21202		

CH \$190.00 0838727

NAME OF SUBMITTER:	Beth Brown
Signature:	/Beth Brown/
Date:	12/21/2006

Total Attachments: 11

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COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY (this "Assignment") is made as of this 15th day of December, 2006, THE OILGEAR COMPANY, a Wisconsin corporation (the "Assignor"), for the benefit of JPMORGAN CHASE BANK, N.A., a national banking association, for itself and in its capacity as administrative agent (the "Administrative Agent") and the lenders party to the Credit Agreement referred to below and for itself as lender under the EXIMBANK Financing Documents referred to below.

RECITALS

A. The Assignor; Oilgear, an unlimited company organized and existing under the laws of England and Wales ("Oilgear U.K. Holdco"); Oilgear Towler Limited, a limited company organized and existing under the laws of England and Wales ("Oilgear U.K."); Oilgear Towler GmbH, a company organized and existing under the laws of the Federal Republic of Germany ("Oilgear Germany"); and Oilgear Towler S.A.U., a company organized and existing under the laws of Spain ("Oilgear Spain") (each of the Assignor, Oilgear U.K. Holdco, Oilgear U.K., Oilgear Germany and Oilgear Spain a "Borrower" and collectively the "Borrowers") have applied to the Lenders for credit facilities including (i) a revolving credit facility to be made available by the Lenders to the Assignor (the "U.S. Revolving Loan"), (ii) a revolving credit facility to be made available by the Lenders to Oilgear U.K. Holdco and Oilgear U.K. (the "U.K. Revolving Loan"), (iii) a term loan facility from the Lenders to the Assignor (the "U.S. Term Loan"); (iv) a term loan facility from the Lenders to Oilgear Germany (the "German Term Loan"); and (v) a term loan facility from the Lenders to Oilgear Spain (the "Spanish Term Loan") (the U.S. Revolving Loan, the U.K. Revolving Loan, the U.S. Term Loan, the German Term Loan and the Spanish Term Loan, collectively, the "Credit Facilities").

B. The Credit Facilities are to be made available to the Borrowers under the provisions of a certain Credit Agreement dated the date hereof (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among the Administrative Agent, the Lenders, the Borrowers and the other Loan Parties thereto from time to time. All capitalized terms used, but not specifically defined herein, shall have the same meaning given such terms in the Credit Agreement.

C. The Assignor has also applied to Chase (as defined in the Credit Agreement) for the EXIMBANK-Guaranteed Financing, which is to be made available pursuant to the EXIMBANK Financing Documents.

D. It is a condition precedent, among others, to the Administrative Agent's and the Lenders' agreement to enter into the Credit Agreement and to make the Credit Facilities available to the Borrowers and to Chase's agreement to enter into the EXIMBANK Financing Documents and to make the EXIMBANK-Guaranteed Financing available to the Assignor that the Assignor enter into this Agreement in order to secure the full and prompt performance of the Borrowers of the Secured Obligations (as defined in the Credit Agreement) and to secure the full and prompt performance of the Assignor of the EXIMBANK Financing Obligations (as defined below). For purposes of this Agreement, the term "Lenders" means the lenders party to the

Credit Agreement and Chase in its capacity as lender under the EXIMBANK-Guaranteed Financing, and their successors and assigns. For purposes of this Agreement, the term "EXIMBANK Financing Obligations" means all unpaid principal of and accrued and unpaid interest on the EXIMBANK-Guaranteed Financing, together with all accrued and unpaid fees and all expenses, reimbursements, indemnities and other obligations of the Assignor to Chase arising under the EXIMBANK Financing Documents.

E. The Assignor has adopted and is using or has a bona fide intention to use certain trademarks as listed on SCHEDULE A attached hereto and made a part hereof and has filed applications to register or has obtained registrations for such trademarks also as listed on SCHEDULE A. Unless otherwise clearly indicated by the context, such trademarks, applications and registrations shall be referred to herein collectively as the "Trademarks".

F The U.S. Security Agreement contains security agreements under which the Assignor has granted to the Administrative Agent a Lien on, and security interest in, certain assets of the Assignor associated with or relating to products sold under any one or more of the Trademarks and under which the Administrative Agent is entitled to foreclose or otherwise deal with the Trademarks under the terms and conditions set forth in the Credit Agreement and the U.S. Security Agreement, as applicable.

G. The Administrative Agent and the Lenders desire to have the interest of the Administrative Agent in such Trademarks confirmed by a document identifying the same and in such form that it may be recorded in the United States Patent and Trademark Office.

H. As collateral security for the Secured Obligations, whether arising under the Loan Documents or otherwise, and as collateral security for the EXIMBANK Financing Obligations, whether arising under the EXIMBANK Financing Documents or otherwise, the Assignor has agreed to assign to the Administrative Agent, for itself and on behalf of the Lenders, the Trademarks and the goodwill of the business associated therewith; provided, however, that with respect to applications filed under 15 U.S.C. § 1051(b) (the "Intent to Use Applications"), this Assignment is not intended to convey and will not be interpreted to convey to the Lender any right, title, or interest that would violate the provisions of 15 U.S.C. § 1060(a)(1).

NOW THEREFORE, with the foregoing Recitals being deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

ARTICLE I
ASSIGNMENT

Section 1.1 Rights Conveyed

In consideration of and pursuant to the terms of the Credit Agreement, each of the other Loan Documents and the EXIMBANK Financing Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure all of the Secured Obligations and the EXIMBANK Financing Obligations:

1.1.1 with respect to all of the Trademarks except the Intent to Use Applications, the Assignor hereby grants and assigns, as collateral, to the Administrative Agent, for the ratable benefit of the Lenders and for the benefit of the Administrative Agent, all of the Assignor's present and future right, title and interest in and to, and grants to the Administrative Agent a security interest in, Lien on, and collateral assignment of the Trademarks, together with all the goodwill of the Assignor associated with and represented by the Trademarks and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding to any of the foregoing throughout the world.

1.1.2 With respect to the Intent to Use Applications, the Assignor hereby grants and assigns, as collateral, to the Administrative Agent, for the ratable benefit of the Lenders and for the benefit of the Administrative Agent, a security interest therein and Lien thereon.

Pursuant to a certain Intracreditor Subordination and Confirmation dated as of December 15, 2006, by and among the Administrative Agent, Chase and the Assignor, the security interest created hereby in favor of the Administrative Agent, on behalf of Chase, to secure the EXIMBANK Financing Obligations is subordinate to the security interest in favor of the Administrative Agent, on behalf of itself and the Lenders, to secure the Secured Obligations.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 Trademark Existence.

The Assignor represents and warrants to the Administrative Agent and the Lenders, and shall be deemed to represent and warrant to the Administrative Agent and the Lenders at the time any advance is made under any Credit Facility or the EXIMBANK-Guaranteed Financing, that based on the records of the United States Patent and Trademark Office and the corresponding authorities in any state or foreign jurisdiction, and on the Assignor's knowledge:

2.1.1 Except as otherwise disclosed to the Administrative Agent from time to time consistent with the provisions of this Assignment, each of the registered Trademarks is subsisting, valid and enforceable in the jurisdiction(s) in which it is registered.

2.1.2 Except as set forth on SCHEDULE B to this Assignment and except as otherwise disclosed to the Administrative Agent from time to time consistent with the provisions of this Assignment, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademarks, and each of the Trademarks is free and clear of any Liens (other than Permitted Encumbrances and Liens permitted under Section 6.2 of the Credit Agreement), licenses, and other encumbrances including, without limitation, covenants by the Assignor not to sue third persons.

2.1.3 The Assignor has the right to enter into this Assignment and perform its terms.

ARTICLE III COVENANTS AND AGREEMENTS

Section 3.1 New Agreements, Trademarks and Consents.

The Assignor covenants that until all of the Secured Obligations (other than those contingent obligations that survive termination) and all of the EXIMBANK Financing Obligations (other than those contingent obligations that survive termination) have been paid and performed in full, all Commitments have been terminated or have expired and except as otherwise permitted by the Credit Agreement:

3.1.1 It will not enter into any agreement, including without limitation, license agreements that would have a Material Adverse Effect on the Trademarks or the Administrative Agent's rights under this Assignment.

3.1.2 It will exercise reasonable supervision over each of its present and future employees, agents and consultants which will enable the Assignor to comply with the covenants herein contained.

3.1.3 If the Assignor acquires rights to any new Trademarks, the provisions of this Assignment shall automatically apply thereto and the Assignor shall give the Administrative Agent prompt written notice thereof along with an amended SCHEDULE A.

3.1.4 The Assignor shall, at the Administrative Agent's request, obtain consents to this Assignment where the Assignor's right to assign any Trademarks requires such consent.

Section 3.2 Maintenance.

3.2.1 Except as otherwise permitted by the provisions of the Credit Agreement or the U.S. Security Agreement, the Assignor hereby covenants and agrees to maintain the Trademarks in full force and effect until all of the Secured Obligations (other than those contingent obligations that survive termination) are satisfied in full and all Commitments have been terminated or have expired and until all of the EXIMBANK Financing Obligations (other than those contingent obligations that survive termination) are satisfied in full and all commitments of Chase thereunder have been terminated or have expired.

3.2.2 Except as otherwise provided by the provisions of the Credit Agreement or the U.S. Security Agreement, the Assignor shall have the duty to (a) prosecute diligently any trademark application that is part of the Trademarks pending as of the date of this Assignment or thereafter to the extent the value of such application in the Assignor's business justifies such prosecution until the Secured Obligations (other than those contingent obligations that survive termination) and the EXIMBANK Financing Obligations (other than those contingent obligations that survive termination) shall have been satisfied in full and all Commitments have been terminated or have expired, (b) preserve and maintain all rights in such applications and/or Trademarks including but not limited to the payment of registration and renewal fees, if any and (c) upon reasonable written request of the Administrative Agent, to make federal application for registration of registrable but unregistered trademarks to the extent the value of such application in the Assignor's business justifies such application for registration. Except as otherwise permitted by the provisions of the Credit Agreement (including Section 6.05 thereof), Assignor shall not license, sell or otherwise dispose of any Trademark used or useful in its business; provided, however that Assignor may elect to abandon Trademarks that are no longer used or useful in its business as determined by the Assignor in the ordinary course of its business.

3.2.3 Prior to the occurrence and continuance of an Event of Default, the Assignor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Administrative Agent may, if necessary, at its own expense, be joined as a nominal party to such suit if the Administrative Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. If suit is brought during the continuation of an Event of Default, the Assignor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and reasonable expenses, including attorneys' fees, as they are incurred by the Administrative Agent in the fulfillment of the provisions of this paragraph.

3.2.4 If the Assignor fails to comply with any of its obligations hereunder in any material respect, the Administrative Agent may do so in the Assignor's name or in the Administrative Agent's name, but at the Assignor's expense, and the Assignor hereby agrees to reimburse and indemnify the Administrative Agent in full for all reasonable expenses,

including reasonable attorneys' fees, incurred by the Administrative Agent in protecting, defending and maintaining the Trademarks.

3.2.5 The Assignor will continue to use, for the duration of this Assignment, proper statutory identification in connection with its use of the Trademarks.

ARTICLE IV
EVENTS OF DEFAULT; RIGHTS AND REMEDIES

Section 4.1 Assignor Use.

Prior to the occurrence and continuance of an Event of Default (a) the Assignor shall have an exclusive nontransferable right and license to use the Trademarks and (b) the Administrative Agent shall have no right to use the Trademarks or issue any exclusive or non-exclusive license under the Trademarks, or assign, pledge or otherwise transfer title in the Trademarks to any other party. Except as otherwise permitted by the Credit Agreement or the U.S. Security Agreement, the Assignor agrees not to allow any Lien (other than Permitted Encumbrances and Liens permitted under Section 6.2 of the Credit Agreement) to attach to the license granted to the Assignor in this Section, without the prior written consent of the Administrative Agent, which consent will not be unreasonably withheld or delayed.

Section 4.2 Certain Administrative Agent Rights.

The Assignor hereby covenants and agrees that the Administrative Agent, as collateral assignee hereunder and as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Wisconsin, and under any other applicable law, following an Event of Default and during the continuation thereof, upon notice to the Assignor, may terminate the license set forth in Section 4.1 and may take such other action permitted under the U.S. Security Agreement or permitted by applicable laws, to foreclose upon the Trademarks covered hereby. For such purposes, and in the event of an Event of Default hereunder or in the Secured Obligations or the EXIMBANK Financing Obligations, the Assignor, upon the occurrence and during the continuation of an Event of Default, hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer of Administrative Agent as the Administrative Agent may select, in its exclusive discretion, (with full power of substitution and delegation, in its exclusive discretion), as the Assignor's true and lawful attorney-in-fact, with the power, without notice to the Assignor, to endorse the Assignor's name on all applications, documents, papers and instruments in the name of the Administrative Agent or in the name of the Assignor or otherwise, for the use and benefit of the Administrative Agent to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. This power of attorney shall be irrevocable for the life of this Assignment, the Credit Agreement, the Loan Documents, the

EXIMBANK Financing Documents and other obligations and until all of the Secured Obligations to the Administrative Agent and the Lenders (other than those contingent obligations that survive termination) are satisfied in full and all Commitments have been terminated or otherwise have expired and until all of the EXIMBANK Financing Obligations (other than those contingent obligations that survive termination) are satisfied in full and all commitments of Chase have been terminated or otherwise have expired.

Section 4.3 Rights and Remedies.

All rights and remedies herein granted to the Administrative Agent shall be in addition to any rights and remedies granted to the Administrative Agent and the Lenders under the Loan Documents or granted to Chase under the EXIMBANK Financing Documents.

Section 4.4 Re-Vesting of Assignor's Rights.

Upon the full payment and performance of all of the Secured Obligations (other than those contingent obligations that survive termination) and termination or expiration of all Commitments and upon the full payment and performance of all of the EXIMBANK Financing Obligations (other than those contingent obligations that survive termination), the Administrative Agent shall, upon the Assignor's request and at the Assignor's expense, execute and deliver to the Assignor all documents reasonably necessary to terminate this Assignment and re-vest in the Assignor full title to the Trademarks.

Section 4.5 No Waiver.

No course of dealing between the Assignor and the Administrative Agent or the Lenders, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or the Lenders, any right, power or privilege hereunder, under the Loan Documents or under the EXIMBANK Financing Documents shall operate as a waiver thereof, and all of the Administrative Agent's and the Lenders' rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other future agreements among the Assignor, the Administrative Agent and the Lenders or by law shall be cumulative and may be exercised singularly or concurrently.

ARTICLE V
MISCELLANEOUS

Section 5.1 Severability.

The provisions of this Assignment are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

Section 5.2 Successors and Assigns.

This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties and shall specifically inure, without limitation, to the benefit of each Person who may from time to time be the “Administrative Agent” or a “Lender” under the Credit Agreement or the lender under the EXIMBANK Financing Documents.

Section 5.3 Modification.

This Assignment is subject to modification only by a writing signed by the parties and shall be subject to the terms, provisions, and conditions set forth in the Credit Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

Section 5.4 Captions and Headings.

The section headings in this Assignment are for convenience only, and shall not limit or otherwise affect any of the terms hereof.

Section 5.5 Governing Law.

This Assignment shall be governed by and construed in conformity with the laws of the State of Wisconsin.

[Signatures Follow on Next Page]

Signature Page to
Collateral Assignment of Trademarks as Security
from The Oilgear Company in favor of
JPMorgan Chase Bank, N.A., for itself and on behalf of the Lenders

IN WITNESS WHEREOF, the Assignor has executed this Assignment under seal, the day and year first above written.

WITNESS OR ATTEST:

THE OILGEAR COMPANY

Jeremy R. Polk

By: Richard M. Armbrust (SEAL)
Richard M. Armbrust
President

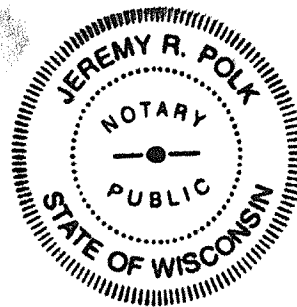
ACKNOWLEDGMENT

STATE OF WISCONSIN, COUNTY OF MILWAUKEE, TO WIT:

On this 15th day of December, 2006, before me personally appeared Richard M. Armbrust, to me known and being duly sworn, deposes and says that he is the President of THE OILGEAR COMPANY, a Wisconsin corporation, the Assignor; that he signed the Assignment as President of such corporation pursuant to the authority vested in him by law; that the within Assignment is the voluntary act of such corporation; and he desires the same to be recorded as such.

Jeremy R. Polk
Notary Public

My Commission Expires: is permanent



SCHEDULE A

LIST OF TRADEMARKS

Mark	Registration No.	Status
OILGEAR FLUID POWER	R838727	Renewed
OILGEAR	R557611	Renewed
OILGEAR	R557612	Renewed
OILGEAR	R570865	Renewed
OILGEAR	R570866	Renewed
TOWLER	R1205956	Renewed
OASYS	R2441291	Registered

SCHEDULE B

NONE

Client Documents:4815-5860-8641v6|G3637-000007|12/8/2006

RECORDED: 12/21/2006

**TRADEMARK
REEL: 003448 FRAME: 0580**