

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nordco Inc.		04/11/2008	CORPORATION:
Central Power Products, Inc.		04/11/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	500 Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2115591	NORDCO
Registration Number:	3071877	NORDCO
Registration Number:	1345985	SHUTTLE WAGON
Registration Number:	1319263	RYD-A-RAIL

CORRESPONDENCE DATA

Fax Number: (404)572-5134
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-572-4691
 Email: jhannon@kslaw.com
 Correspondent Name: James M. Hannon
 Address Line 1: 1180 Peachtree Street
 Address Line 2: King & Spalding LLP - 34th Floor
 Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	15009.009002
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NAME OF SUBMITTER:	James M. Hannon
Signature:	/James M. Hannon/
Date:	04/16/2008
Total Attachments: 8 source=Trademark Security Agmt#page1.tif source=Trademark Security Agmt#page2.tif source=Trademark Security Agmt#page3.tif source=Trademark Security Agmt#page4.tif source=Trademark Security Agmt#page5.tif source=Trademark Security Agmt#page6.tif source=Trademark Security Agmt#page7.tif source=Trademark Security Agmt#page8.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 11, 2008, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 11, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the other Credit Parties, the Lenders from time to time party thereto, GE as Revolver Agent for itself, the L/C Issuers and the Revolving Lenders and as Administrative Agent for the Lenders and for itself as a Lender, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages and pledges to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

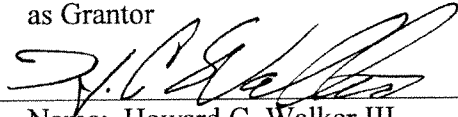
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

NORDCO INC.

as Grantor

By:



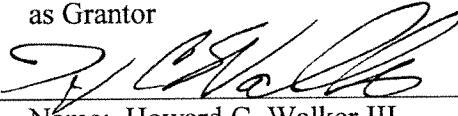
Name: Howard C. Walker III

Title: Vice President and Secretary

CENTRAL POWER PRODUCTS, INC.

as Grantor

By:



Name: Howard C. Walker III

Title: Vice President and Secretary

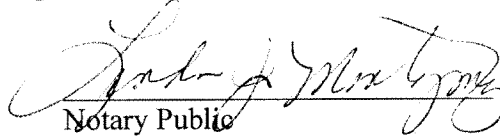
Nordco Inc. Trademark Security Agreement

TRADEMARK
REEL: 003761 FRAME: 0568

ACKNOWLEDGMENT OF GRANTOR

State of Ohio)
County of Cuyahoga) ss.

On this 11th day of April, 2008 before me personally appeared Dennis C. Walker III, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NORDCO INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

LINDA J. MONTGOMERY
NOTARY PUBLIC • STATE OF OHIO
My commission expires Sept. 10, 2011

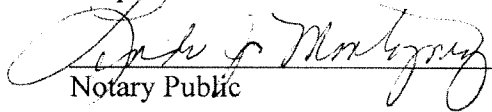
Nordco Inc. Trademark Security Agreement

TRADEMARK
REEL: 003761 FRAME: 0569

ACKNOWLEDGMENT OF GRANTOR

State of Ohio)
County of Cuyahoga) ss.

On this 14th day of April, 2008 before me personally appeared David C. Walker III, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CENTRAL POWER PRODUCTS, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

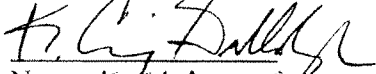
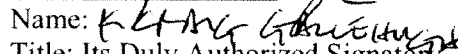

Notary Public

LINDA J. MONTGOMERY
NOTARY PUBLIC • STATE OF OHIO
My commission expires Sept. 10, 2011

Nordco Inc. Trademark Security Agreement

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 
Name: 
Title: Its Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

A. U.S. Registered Trademarks

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Status</u>	<u>Owner</u>
NORDCO	75/138,463	2,115,591	Active	Nordco Inc.
NORDCO (stylized)	78/356,800	3,071,877	Active	Nordco Inc.
SHUTTLE WAGON & Design	73/458,435	1,345,985	Active	Central Power Products, Inc.
RYD-A-RAIL	73/465,071	1,319,263	Active	Central Power Products, Inc.

B. Foreign Registered Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Status</u>	<u>Owner</u>
NORDCO	Canada	TMA645,925	Active	Nordco Inc.
NORDCO & Design	Canada	TMA641,018	Active	Nordco Inc.
SHUTTLE WAGON & Design	Canada	TMA562,739	Active	Central Power Products, Inc.
SHUTTLEWAGON	Canada	TMA589,008	Active	Central Power Products, Inc.
RYD-A-RAIL	Canada	TMA547,016	Active	Central Power Products, Inc.
Design (Ram logo)	European Community Trademark	2020220	Active	Central Power Products, Inc.
SHUTTLE WAGON	European Community Trademark	2020295	Active	Central Power Products, Inc.
SHUTTLE WAGON	Mexico	497838	Active	Central Power Products, Inc.
Design (Ram logo)	Mexico	492923	Active	Central Power Products, Inc.

2. TRADEMARK APPLICATIONS

None

3. IP LICENSES

Distributor Agreement, dated as of May 1, 2003, between Nordco Inc. and Fessl Pty. Limited, whereby Nordco Inc. authorizes Fessl to use certain trademarks, trade names, trade styles, logos and service marks of Nordco Inc. in connection with Fessl's selling, promoting and advertising certain products.