

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
Foley Material Handling Co., Inc.		08/29/2008	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	1111 E. Main Street		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23219		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2526711	VIRGINIA CRANE	
Registration Number:	3095979	CRANETROL OVERHEAD CRANE CONTROL SYSTEMS A REGISTERED TRADEMARK OF FOLEY MATERIAL HANDLING CO., INC.	
Registration Number:	3315442	LOAD CATCH	
CORRESPONDENCE DATA			
Fax Number:	(312)258-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-258-5724		
Email:	cbollinger@schiffhardin.com		
Correspondent Name:	Chris L. Bollinger		
Address Line 1:	P.O. Box 06079		
Address Line 2:	Schiff Hardin LLP		
Address Line 4:	Chicago, ILLINOIS 60606-0079		
ATTORNEY DOCKET NUMBER:	32808-0025		

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NAME OF SUBMITTER:	Chris L. Bollinger
Signature:	/Chris L. Bollinger/
Date:	10/06/2008
Total Attachments: 3 source=10-6 - Foly Sec Int#page1.tif source=10-6 - Foly Sec Int#page2.tif source=10-6 - Foly Sec Int#page3.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 29, 2008, is made by **Foley Material Handling Co., Inc.**, a Virginia corporation ("Pledgor"), in favor of **Bank of America, N.A.** ("Bank").

RECITALS

WHEREAS, Pledgor and Bank have entered into a Loan Agreement dated as of August 29, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Bank has agreed to make certain loans to Pledgor;

WHEREAS, Pledgor, Shipyard Services, Inc., a Virginia corporation, and Bank have entered into a Security Agreement dated as of August 29, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which certain obligations owed to Bank are secured;

WHEREAS, pursuant to the terms of the Security Agreement, Pledgor has granted to Bank a security interest in substantially all the assets of Pledgor, including all right, title and interest of Pledgor in, to and under all now owned and hereafter acquired trademarks, service marks, and trade names, to secure the payment of all amounts owing by Pledgor under the Loan Agreement and the other documents, instruments and agreements executed or delivered in connection therewith;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Loan Agreement, Pledgor does hereby grant to Bank a continuing security interest in all of Pledgor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) all trademarks, service marks, and trade names, including, without limitation, each trademark referred to in Schedule 1 annexed hereto, together with any renewals or extensions thereof, and all goodwill associated therewith; and
- (2) all products and proceeds of the foregoing (items 1 and 2 being herein collectively referred to as the "Trademark Collateral");

This security interest is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Each of Pledgor and Bank hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[signature page follows]

Pledgor executed this Trademark Security Agreement as of the date first written above, intending to create an instrument executed under seal.

Foley Material Handling Co., Inc.

By [Signature] (Seal)
Typed Name Jeremy W. McNamee
Title Sec/Treas

STATE OF Virginia
COUNTY OF Hansover) ss

On this 29 day of Aug., 2008, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Pledgor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

[Signature]
Notary Public

SARAH PERKINS
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES AUG. 31, 2010
COMMISSION # 148912

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Virginia Crane	2526711	January 8, 2002
Cranetrol Overhead Crane Control Systems a Registered Trademark of Foley Material Handling Co., Inc.	3095979	May 23, 2006
Load Catch	3315442	August 7, 2007

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