

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
Dematic Corp.		04/28/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	J.P. Morgan Europe Limited, as Security Agent
Street Address:	125 London Wall
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2Y 5AJ
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	0691983	APC
Registration Number:	3629866	DEMATIC IT
Registration Number:	2815370	DIRECTORIT
Registration Number:	2076103	HK SYSTEMS
Registration Number:	2076102	HK SYSTEMS
Registration Number:	2711916	PICKDIRECTOR
Registration Number:	2896001	PLUG & CONVEY
Registration Number:	2842372	Q-CAN
Registration Number:	3456306	RAPIDSORT
Registration Number:	1672501	RAPIDVIEW
Registration Number:	0779431	RAPISTAN
Registration Number:	1173947	RAPISTAN
Registration Number:	3745509	RAPISTAN
Registration Number:	3694682	RS-FLEX

CH \$565.00 0691983

Registration Number:	2346168	SMARTCHAIN
Registration Number:	1818743	SMARTQUE
Registration Number:	2466427	SORTDIRECTOR
Registration Number:	2928595	STAGINGDIRECTOR
Registration Number:	2234022	TRANSLIDE
Registration Number:	2109082	TRANSORT
Registration Number:	997006	UNIT LOAD
Registration Number:	3599727	VPACK

CORRESPONDENCE DATA

Fax Number: (212)751-4864
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-906-1200
Email: angela.amaru@lw.com
Correspondent Name: Angela M. Amaru c/o Latham & Watkins
Address Line 1: 885 Third Avenue
Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 030385-0086

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Angela M. Amaru

Signature: /s/ Angela M. Amaru

Date: 06/02/2011

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This **Trademark Security Agreement** (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of April 28, 2011, is entered into by **Dematic Corp.** ("Grantor") in favor of **J.P. Morgan Europe Limited**, in its capacity as security agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the "Security Agent").

WHEREAS, the lenders or other financial institutions or entities party thereto from time to time, Security Agent, and certain other parties as named therein have entered into that certain RCF Facility Agreement dated as of April 27, 2011 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, it is a condition under the Credit Agreement that the Grantor shall have executed and delivered that certain Pledge and Security Agreement, dated as of April 28, 2011, in favor of the Security Agent (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Security Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Security Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges, assigns and grants to the Security Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under all of the following, in each case, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (including under any trade name or derivations thereof), to secure the prompt and complete payment and performance of the Secured Obligations:

(i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including those listed on Schedule I hereto, and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements, dilutions or other violations thereof; (iv) all rights to sue for past, present, and future infringements, dilutions or other violations of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing throughout the world, provided, however, that the foregoing shall not include any Trademark applications filed in the United States Patent and Trademark Office on the basis of the Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of the Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent, if any, that, and during the period, if

any, in which granting a lien in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or of any registration that issues therefrom.

SECTION 3. Security Agreement. The security interest granted hereby is granted in connection with the security interest granted to the Security Agent for the ratable benefit of the Secured Parties under the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

SECTION 4. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 5. Applicable Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Dematic Corp.

By: 

Name: Daniel S. Killen

Title: CEO, SENIOR VICE PRESIDENT & TREASURER

ACKNOWLEDGMENT OF GRANTOR

STATE OF MICHIGAN)

COUNTY OF KENT)

ss.

On this 25th day of April, 2011 before me personally appeared Daniel S. Killen and proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor, 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


{seal}

JEFFREY R. HEINZE
NOTARY PUBLIC, STATE OF MI
COUNTY OF KENT
MY COMMISSION EXPIRES May 29, 2012
ACTING IN COUNTY OF KENT

[Signature Page to Short-Form Trademark Security Agreement]

TRADEMARK
REEL: 004552 FRAME: 0921

J.P. Morgan Europe Limited
as Security Agent

By: 
Name: Etienne Durdag
Title: V. P.

[Signature Page to Short-Form Trademark Security Agreement]

TRADEMARK
REEL: 004552 FRAME: 0922

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND APPLICATIONS

A. United States

Title	Filing Date/Issued Date	Application/ Registration No.
APC		0691983
Dematic IT	June 2, 2009	3629866
Director IT		2815370
HK SYSTEMS	July 1, 1997	2,076,103
HK SYSTEMS & DESIGN	July 1, 1997	2,076,102
Pickdirector	April 29, 2003	2711916
Plug & Convey	October 19, 2004	2896001
Q-Can	May 18, 2004	2842372
Rapidsort	July 1, 2008	3456306
Rapidview	January 21, 1992	1672501
Rapistan	November 3, 1964	0779431
Rapistan	October 20, 1981	1173947
Rapistan	February 2, 2010	3745509
RS-Flex	October 13, 2009	3694682
SMART CHAIN	April 25, 2000	2,346,168
SMARTQUE	February 1, 1994	1,818,743
Sortdirector	July 3, 2001	2466427
Stagingdirector	March 1, 2005	2928595
TRANSLIDE	March 23, 1999	2,234,022
TRANSPORT	October 28, 1997	2,109,082
UNIT LOAD	October 29, 1974	997,006
Vpack	March 31, 2009	3599727