

05/18/2012



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Re: 5/18/12

900220624 04/18/2012

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

RE-900220624

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wayne Industrial Holdings LLC		03/30/2012	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	Associated Bank
Street Address:	1200 Hansen Road
City:	Green Bay
State/Country:	WISCONSIN
Postal Code:	54304
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	85515401	W WAYNE ENGINEERING
Serial Number:	78243270	XTENDER
Serial Number:	77783947	QUANTUM
Serial Number:	75340789	ARLOCK
Serial Number:	75291043	CURBTENDER
Serial Number:	75287877	TOMCAT
Serial Number:	75287852	CARGOMASTER
Serial Number:	75287851	POWERLYNX
Serial Number:	75089245	WAYNE

CORRESPONDENCE DATA

Fax Number: 4142235000
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 4149785562

CH \$240.00 85515401

Email: ptomailbox@whdlaw.com
Correspondent Name: Whyte Hirschboeck Dudek S.C.
Address Line 1: 555 E Wells St, Ste 1900
Address Line 2: Attn: Suzanne Plagemann
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	ASSOC BNK - WAYNE IND SEC
NAME OF SUBMITTER:	Suzanne Plagemann
Signature:	/Suzanne Plagemann/
Date:	04/18/2012

Total Attachments: 4
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SCHEDULE A

SERIAL NUMBER	REG. NUMBER	WORD MARK
85515401	-	W WAYNE ENGINEERING
78243270	2988902	XTENDER
77783947	3843836	QUANTUM
75340789	2199706	ARLOCK
75291043	2171195	CURBTENDER
75287877	2229563	TOMCAT
75287852	2172693	CARGOMASTER
75287851	2217850	POWERLYNX
75089245	2047680	WAYNE

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

MARCH 30, 2012

WHEREAS, Wayne Industrial Holdings LLC, a Nevada limited liability company (the "**Grantor**"), having its chief executive office at 701 Performance Drive, Cedar Falls, Iowa 50613, is the owner of all right, title and interest in and to certain United States trademarks and associated United States trademark registrations and applications for registration;

WHEREAS, Associated Bank, National Association, having its principal offices at 1200 Hansen Road, Green Bay, WI 54304 ("**Associated Bank**"), desires to acquire a security interest in the Grantor's trademarks and trademark registrations and applications therefor and other collateral as described below; and

WHEREAS, the Grantor is willing to grant to Associated Bank a security interest in and lien upon the Grantor's trademarks and trademark registrations and applications therefor and other collateral, as more fully described below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Loan and Security Agreement dated December 21, 2011, among the Grantor, Wayne Sweepers LLC and Associated Bank (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan and Security Agreement**"), the Grantor hereby grants Associated Bank a continuing security interest in all of the Grantor's right, title and interest in and to the following, whether now or hereafter existing, arising or acquired:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a "**Trademark**"), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in the Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including without limitation those listed on Schedule A;

(b) all Trademark licenses;

(c) all reissues, extensions or renewals of any item described in clause (a) or (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by, any item described in clause (a) or (b); and

(e) all proceeds of, and rights associated with, the foregoing, including without limitation any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including without

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limitation any Trademark, Trademark registration or Trademark license referred to in Schedule A, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

THIS SECURITY INTEREST (this "Agreement") is made to secure the satisfactory performance and payment of all present and future obligations of the Grantor to Associated Bank and its successors and assigns. Upon request of the Grantor when all obligations have been finally paid in full and all commitments of Associated Bank have been terminated, Associated Bank shall execute, acknowledge and deliver to the Grantor an instrument in writing releasing the security interest acquired under this Agreement; provided, that if at any time any part of any payment theretofore applied by Associated Bank to any such obligation is or must be rescinded or returned by Associated Bank for any reason whatsoever (including without limitation the insolvency, bankruptcy or reorganization of the Grantor), such obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by Associated Bank, and this Agreement and the security interest granted herein shall continue to be effective or be reinstated, as the case may be, as to such obligations, all as though such application by Associated Bank had not been made and such release had not been executed.

This security interest has been made in conjunction with the security interest granted to Associated Bank under the Loan and Security Agreement. The rights and remedies of Associated Bank with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Loan and Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall govern.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

WAYNE INDUSTRIAL HOLDINGS LLC, Grantor

By: [Signature]
Ira Perlmutter, Manager

ASSOCIATED BANK, NATIONAL ASSOCIATION

By: [Signature]
Dale P. Grzenia, Authorized Agent

STATE OF NY)
COUNTY OF NY) ss.:

On this 21 day of MARCH, 2012, before me personally came Ira Perlmutter who, being by me duly sworn, did state as follows: that he is Manager of Wayne Industrial Holdings LLC, that he is authorized to execute the foregoing Security Interest on behalf of said company and that he did so by authority of said company.

REGINA LIANG
NOTARY PUBLIC-STATE OF NEW YORK
No. 01L16130410
Qualified in Nassau County
My Commission Expires July 18 2013

[Signature]
Notary Public
My Commission Expires: _____

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) ss.:

On this 4th day of April, 2012, before me personally came Dale P. Grzenia who, being by me duly sworn, did state as follows: that he is an Authorized Agent of Associated Bank, National Association, that he is authorized to execute the foregoing Security Interest on behalf of Associated Bank, National Association.



[Signature]
Notary Public
My Commission Expires: 3-29-15

[Signature Page to Grant of Security Interest in US Trademarks - Wayne Industrial]