

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414874

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| UNIFIED INDUSTRIES INC. | | 01/31/2017 | Corporation: MICHIGAN |
| RECEIVING PARTY DATA | | | |
| Name: | JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT | | |
| Street Address: | 10 S. DEARBORN ST., 7TH FLOOR | | |
| City: | CHICAGO | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87211632 | UNI-LIFE TRACK | |
| Registration Number: | 1174858 | UI | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2124552502 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | (212) 455-3605 | | |
| Email: | ksolomon@stblaw.com | | |
| Correspondent Name: | GENEVIEVE DORMENT, ESQ. | | |
| Address Line 1: | SIMPSON THACHER & BARTLETT LLP | | |
| Address Line 2: | 425 LEXINGTON AVENUE | | |
| Address Line 4: | New York, NEW YORK 10017 | | |
| ATTORNEY DOCKET NUMBER: | 509265/1900 | | |
| NAME OF SUBMITTER: | Genevieve Dorment | | |
| SIGNATURE: | /gd/ | | |
| DATE SIGNED: | 02/03/2017 | | |
| Total Attachments: 5 | | | |
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of January 31, 2017 is made by Unified Industries Inc., a Michigan corporation (the “Grantor”), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of January 31, 2017 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Columbus McKinnon Corporation, (“Parent Borrower”), Columbus Mckinnon Dutch Holdings 3 B.V. (the “Dutch Borrower”), Columbus McKinnon EMEA GMBH (the “German Borrower” and, together with the Parent Borrower and the Dutch Borrower, the “Borrowers”), the Lenders and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a U.S. Security Agreement, dated as of January 31, 2017, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “U.S. Security Agreement”);

WHEREAS, pursuant to the U.S. Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent, the Lenders and any affiliate of any Lender to which Obligations are owed (collectively, the “Secured Parties”) a continuing security interest in all Intellectual Property, including Trademarks, except to the extent that such Intellectual Property constitutes Excluded Property, as defined in the U.S. Security Agreement; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the other Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the U.S. Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. 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 Trademark Office. The security interest granted hereby has been granted to the Agent in connection with the U.S. Security Agreement and is expressly subject to the terms and conditions thereof. The U.S. Security Agreement (and all rights and remedies of the Agent and the other Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent and the other Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the U.S. Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the U.S. Security Agreement, the terms of the U.S. Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date first written above.

UNIFIED INDUSTRIES INC.

By:  _____
Name: Jon C. Adams
Title: Treasurer

[Signature Page to Trademark Security Agreement]

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By: Karen Mikols
Name: Karen Mikols
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005981 FRAME: 0401

SCHEDULE A

U.S. Trademark Registrations and Applications

| Owner - UNIFIED INDUSTRIES INC. | | | | | | |
|---------------------------------|----------------|-------------------|------------|-------------|------------|-------------------------|
| Reg No | Trademark Name | Country Full Name | Date Filed | Date Issued | Serial No | Status |
| 16,324,858 | UNIFIED | China | | 28-Mar-16 | Class 12 | |
| 16,324,859 | UNIFIED | China | | 28-Mar-16 | Class 7 | |
| n/a | UNI-LIFE TRACK | United States | 21-Oct-16 | n/a | 87/211632 | Pending – Intent-to-use |
| 1,174,858 | UI | United States | 22-Sep-80 | 27-Oct-81 | 73,278,586 | Registered |

U.S. Trademark Licenses

None.