


Form PTO-1594 (Rev. 03/01) OMB No. 0851-0027 (exp. 5/31/2002)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>PNC Bank, National Association</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>National Association</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>General Electric Capital Corporation,</u> Internal _____ as agent Address: _____</p> <p>Street Address: <u>500 West Monroe Street</u></p> <p>City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60661</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, an domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designation must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Assignment of Security Agreement</u></p> <p>Execution Date: <u>December 20, 2002</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) _____</p> <p>B. Trademark Registration No.(s) _____</p> <p style="text-align: center;">Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Laura Konzath</u></p> <p>Internal Address: <u>Winston & Strawn LLP</u> <u>33rd Floor</u></p> <p>Street Address: <u>35 W. Wacker Dr.</u></p> <p>City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u></p>	<p>6. Total number of applications and registrations involved: 6</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>165</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>232428</u></p>
DO NOT USE THIS SPACE	
<p>9. Signature.</p> <p><u>Laura Konzath</u>  <u>6/8/05</u> Name of Person Signing Signature Date</p> <p style="text-align: center;"><small>Total number of pages including cover sheet, attachments, and document: </small></p>	

CH \$165.00 232428 74195573

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

*Continuation
Item 4*

**PNC BANK, NATIONAL ASSOCIATION
TRADEMARKS AND PATENTS**

J Richards Industries - Trademarks

1611126	74011473	PATHFINDER	12/18/1989	Active
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Portec, Inc. - Trademarks

1	1734393	74195573	ANGLE-FLO	08/19/1991	Active
2	1883329	74518634	CHUTEMASTER	04/29/1994	Active
3	1403790	73571201	EXTENDER	12/02/1985	Active
4	1674070	74113839	MCMRF	11/09/1990	Active
5	1611126	74011473	PATHFINDER	12/18/1989	Active
6	1981316	74279586	STEALTH	05/29/1992	Active

Portec, Inc. - Patents

5,482,152	US-25	A Sortation Table of Sulzer	01/09/1996	Active
5,394,977	US-21	Apparatus and Method for Use in Replacing Conveyor Belts of Cline	03/07/1995	Active
4,930,621	US-12	Attachments for Power Turns	06/05/1990	Active
5,060,788	US-13	Chain Guide Mounting Apparatus (Q.T.)	10/29/1991	Active
4,887,708	US-11	Drive Apparatus for Belt Power Turns	12/19/1989	Active
5,143,207	US-15	Pension Controlling and Shock Absorbing Apparatus for an Endless Conveyor	09/01/1992	Active

CHI:1521054.1

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Form TPO-004 (Rev. 05/03) USPTO File No. 8889-0002 (exp. 05/1/2005) Trademark <input type="checkbox"/> 10 <input type="checkbox"/> 15 <input type="checkbox"/> 25 <input type="checkbox"/> 35 <input type="checkbox"/> 41 <input type="checkbox"/> 42 <input type="checkbox"/> 43 <input type="checkbox"/> 44 <input type="checkbox"/> 45 <input type="checkbox"/> 46 <input type="checkbox"/> 47 <input type="checkbox"/> 48 <input type="checkbox"/> 49 <input type="checkbox"/> 50		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
REGISTRATION FORM COVER SHEET TRADEMARKS ONLY		
In the Humble Company of Patents and Trademarks Plans to file the attached original documents or copy thereof		
1. Name of existing party(ies): FRC Bank, National Association <input type="checkbox"/> Individual <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation/State <input type="checkbox"/> Other National Association		2. Name and address of receiving party(ies): Name: General Electric Capital Corporation Internet: <input type="checkbox"/> No Address: <input type="checkbox"/> Yes Street Address: 500 West Wisconsin Street City: Chicago State: IL Zip: 60601 <input type="checkbox"/> Individual attorney <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation/State: GE <input type="checkbox"/> Other
3. Number of correspondence: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: Assignment of Specific Interest Expiration Date: December 31, 2012		Additional party(ies) of receiving party(ies) involved? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 3. Address and address of party to whom correspondence concerning document should be mailed: Name: Laura Kravitz Street Address: Winston & Strawn LLP 33rd Floor Street Address: 35 W. Wacker Dr. City: Chicago State: IL Zip: 60601
4. Application number(s) or registration number(s): A. Trademark Application No(s): B. Trademark Registration No(s):		5. Total number of applications and registrations included: <input type="checkbox"/> 0 <input checked="" type="checkbox"/> 6 7. Total fee per class(es): \$ 350 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account
6. Deposit account number: 20002 E 232428		8. Signature: Laura Kravitz Name of Person Signing: <i>Laura Kravitz</i> Date: 6/8/05

OMNIBUS AMENDMENT AGREEMENT

This agreement (this "Agreement") is entered into as of December 20, 2002 by and among J Richard Industries, L.P., a Delaware limited partnership ("J Richard"), Portec, Inc., a Delaware corporation ("Portec"), Werner Motor Company, a Nova Scotia unlimited liability company ("Werner" and, together with Portec, and J Richard, each individually a "Borrower" and collectively "Borrowers"), PNC Bank, National Association, both individually and as resigning Agent for the lenders party to the Credit Agreement (as hereinafter defined; capitalized terms not otherwise defined herein shall have the meanings as set forth in Exhibit A to the Credit Agreement) ("PNC"), and General Electric Capital Corporation ("GE Capital"), both individually and as successor Agent under the Credit Agreement and Lenders.

RECITALS

WHEREAS, Borrowers, PNC, GE Capital and the other lenders party thereto have entered into a Credit Agreement dated as of June 4, 1998 (as heretofore or hereafter amended, modified, supplemented or restated, the "Credit Agreement");

WHEREAS, each of the PNC, Key Corporate Capital Inc., LaSalle Bank National Association and U.S. Bank National Association (collectively, the "Departing Lenders") shall enter into an assignment agreement of even date herewith (collectively, the "Assignment Agreements") and a purchase and sale agreement of even date herewith (collectively, the "Purchase and Sale Agreements"), whereby each such Departing Lender shall assign to the GE Capital all of their respective interest in the Loans, the Commitments and other rights and obligations of such Departing Lender to the GE Capital;

WHEREAS, PNC desires to resign as Agent under the Credit Agreement and GE Capital desires to be appointed as Agent and the parties hereto desire to consent to such resignation and appointment and to amend the Loan Documents accordingly;

WHEREAS, GE Capital shall become the Agent and sole Lender under the Credit Agreement upon the effectiveness of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

1. Resignation and Appointment of Agent. PNC hereby resigns as Agent and GE Capital, in its capacity as a Lender, and each of the other Lenders party hereto, collectively constituting the Majority Lenders, hereby appoint GE Capital, in its individual capacity, as Agent. All parties hereto waive the notice requirements of Section 8.9 of the Credit Agreement and the Borrowers hereby consent to the appointment of GE Capital as Agent. The Borrowers, PNC, the Lenders and GE Capital agree to execute all documents GE Capital or PNC believes are desirable to evidence GE Capital's appointment as the successor Agent and PNC's resignation as Agent.

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2. Amendment to the Credit Agreement and Loan Documents.

(a) Each reference to "PNC Bank, National Association", "PNC" or "Agent" in the Credit Agreement and each of the other Loan Documents and all other agreements, documents or instruments previously or hereafter executed and delivered pursuant to the terms thereof shall mean a reference to General Electric Capital Corporation in its capacity as a Lender or Agent, as applicable.

(b) GE Capital hereby specifies that its address for notices shall be the address set forth below its name on the signature page to this Agreement.

3. Assignment of Liens.

(a) PNC, as Agent, hereby assigns all Liens and security interests under the Credit Agreement and other Loan Documents to GE Capital, as Agent; provided, that Liens on Deposit Account #8021848154 held by PNC in the name of "J. Richard Industries Cash Collateral" shall continue to be held by PNC as collateral agent for itself and the Lenders to the extent that such Deposit Account constitutes LC Collateral (as such term is defined below). Notwithstanding anything to the contrary, all of such Liens and security interests shall in all respects be continuing and in effect and are hereby reaffirmed; provided, that immediately upon the termination of the PNC Letter of Credit (as defined below), PNC's Lien and security interest in such LC Collateral shall be automatically assigned to GE Capital, as agent, in the manner set forth above. As used herein, "LC Collateral" shall mean collateral with respect to which, immediately prior to giving effect to this Agreement, a lien or security interest secures the obligations of a Borrower with respect to a letter of credit issued on or prior to the Effective Date pursuant to the Loan Documents ("PNC Letter of Credit").

(b) Without limiting the generality of the foregoing and notwithstanding anything herein to the contrary, PNC hereby agrees, to the extent that any Lien is not effectively assigned to GE Capital as of the date hereof, to act as the collateral representative for GE Capital, as agent with respect to all Liens and security interests under the Credit Agreement and the other Loan Documents (except with respect to the LC Collateral while it is held for the benefit of PNC and the Lenders pursuant to the proviso of paragraph (a) of this Section 3) for the period beginning on the Effective Date and ending 45 days thereafter or such earlier date as GE Capital may request (it being understood and agreed that any reference to PNC on any publicly filed document, to the extent such filing relates to the Liens assigned hereby and until such filing is modified to reflect the interests of GE Capital, shall, with respect to such Liens, constitute a reference to PNC as collateral representative of GE Capital). The parties hereto agree that PNC's role as collateral representative shall impose no duties, obligations or liabilities on PNC.

4. Representations and Warranties

(a) Departing Lenders hereby represent and warrant that each such party is legally authorized to enter into this Agreement.

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(b) GE Capital hereby represents and warrants that it is legally authorized to enter into this Agreement.

5. Effectiveness of this Agreement. This Agreement shall become effective upon the date (the "Effective Date") of the satisfaction of all of the following conditions:

(a) The execution and delivery of this Agreement by the Borrowers and the Departing Lenders;

(b) The execution and delivery of the Acknowledgement attached hereto as Annex A by all of the Guarantors.

(c) The execution and delivery of each the Purchase and Sale Agreements and the Assignment Agreements by each of the Departing Lenders.

(d) The execution and delivery of that certain Sixth Amendment to and Reaffirmation of Loan Documents as of the date hereof by and among Borrowers, Guarantors, and GE Capital, as Agent and Lenders signatory thereto.

(e) The execution and/or delivery of such other agreements, documents, certificates, opinions or other assurances as GE Capital may reasonably request in connection with the transactions contemplated by this Agreement.

6. Payments. From and after the Effective Date, the Borrowers shall make all payments (including but not limited to payments of principal, interest and fees due under the Credit Agreement or otherwise) to GE Capital, as Agent.

7. Releases. (a) As an inducement for the GE Capital to enter into this Agreement and the Assignment Agreements, each Departing Lender hereby acknowledges and agrees that upon the effectiveness of this Agreement and the Assignment Agreements (a) PNC (except as otherwise indicated herein) and the other Departing Lenders shall have no further Commitment, rights or duties under the Credit Agreement or any other Loan Documents and (b) Borrowers shall cease to have any rights or duties to PNC or the other Departing Lenders under the Credit Agreement or any other Loan Documents; provided, that PNC (including in respect of Section 3(b) hereof) and the other Departing Lenders shall remain entitled to indemnities under the Credit Agreement or any other Loan Documents the extent to which their terms would survive a termination of the Credit Agreement or any other Loan Documents.

(b) As consideration for the agreements of each Lender (including PNC and GE Capital) and PNC in its capacity as Agent prior to the effectiveness of Section 1 hereof, each Borrower and each Guarantor hereby waives and releases and forever discharges each such Lender and PNC in its prior capacity as Agent, their successors and assigns and each of their officers, directors, attorneys, agents and employees from any liability, damage, claim, loss or expense of any kind that any Borrower or Guarantor may now or hereafter have against any such person or entity arising out of or relating to the Obligations, this Agreement, the Credit Agreement and/or any of the other Loan Documents. As consideration for the agreements of Borrowers and Guarantors, upon the effectiveness of the Assignment Agreements and the Purchase and Sale Agreements and of the assignments to GE Capital of all of the Agent's and

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Departing Lenders respective interests in the Loans, the Commitments and other rights and obligations, PNC in its prior capacity as Agent and each such Departing Lender hereby waives and releases and forever discharges each Borrower and each Guarantor, their successors and assigns and each of their officers, directors, attorneys, agents and employees from any liability, damage, claim, loss or expense of any kind that PNC or such Departing Lender may now or hereafter have against any such person or entity arising out of or relating to the Obligations, this Agreement, the Credit Agreement and/or any of the other Loan Documents. Notwithstanding anything to the contrary contained in the foregoing, Borrowers, Guarantors and PNC agree that the releases contained in this paragraph shall not apply to any liabilities, damages, claims, losses or expenses arising out of or relating to (i) any Letter of Credit issued by PNC on behalf of the Borrowers under the Credit Agreement that remains outstanding as of the date hereof, (ii) any treasury management services or expenses provided by PNC to Borrowers and Guarantors or (iii) those certain Lockbox Agreements and Pledged Account Agreements entered into by PNC, GE Capital and any one or more of the Borrowers as of the date hereof.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of PNC, the Lenders and GE Capital and shall be binding upon the successors and assigns of Borrowers.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall be one and the same instrument.

10. Headings. The paragraph headings used in this Agreement are for convenience only and shall not affect the interpretation of any of the provisions hereof.

11. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF NEW YORK.

12. Conflicting Provisions. To the extent that any of the terms or conditions hereunder are deemed to conflict with the terms and conditions of any Purchase and Sale Agreement, the terms and conditions of such Purchase and Sale Agreement shall control; provided, that no provision of any Purchase and Sale Agreement shall be deemed to control, supercede or diminish the terms and conditions of Section 3 hereof.

[Signature page follows]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

J RICHARD INDUSTRIES, L.P.
By: J RICHARD HOLDINGS, L.P.
Its: General Partner
By: J RICHARD INDUSTRIES, INC.
Its: General Partner

By: [Signature]
Name: *Marcel George*
Title: *Vice President*

PORTEC, INC.

By: [Signature]
Name: *Marcel George*
Title: *Vice President*

WERNER MOTOR COMPANY

By: [Signature]
Name: *Marcel George*
Title: *Vice President*

GENERAL ELECTRIC CAPITAL CORPORATION, individually, as a Lender and as successor Agent

By: _____
Name:
Title:

Signature Page to Omnibus Amendment

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

J RICHARD INDUSTRIES, L.P.

By: J RICHARD HOLDINGS, L.P.

Its: General Partner

By: J RICHARD INDUSTRIES, INC.

Its: General Partner

By: _____

Name:

Title:

PORTEC, INC.

By: _____

Name:

Title:

WERNER MOTOR COMPANY

By: _____

Name:

Title:

GENERAL ELECTRIC CAPITAL CORPORATION, individually, as a Lender and as successor Agent

By: *J.F. Rance*

Name: *Joseph F. Rance*
Title: *Senior Vice President*

Signature Page to Omnibus Amendment

**FNC BANK, NATIONAL
ASSOCIATION**, individually, as a Lender
and as resigning Agent

By: *J. F. Broeren*
Name: John F. Broeren
Title: Vice President

KEY CORPORATE CAPITAL INC.

By: _____
Name:
Title:

**LASALLE BANK NATIONAL
ASSOCIATION**

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name:
Title:

Signature Page to Omnibus Amendment


Received 12/19/2002 01:37PM in 05:28 on line 101 for JLUKAS - Pg 2/5
12/18/2002 11:40 FAX 210 088 4881 KEYDANK LG CORP

002

PNC BANK, NATIONAL ASSOCIATION, individually, as a Lender and as resigning Agent

By: _____
Name:
Title:

KEY CORPORATE CAPITAL INC.

By: 
Name: AUTHORIZED SIGNATURE
Title:

LASALLE BANK NATIONAL ASSOCIATION

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name:
Title:

Signature Page to Omnibus Amendment

Received 12/19/2002 03:38PM In 02:48 on line 13; for JLUKAS * Pg 5/11
Dec-19-02 03:38pm From:ASB JMB0 312 804 8169 T-885 P 005/011 F-887

PNC BANK, NATIONAL ASSOCIATION, individually, as a Lender and as resigning Agent

By: _____
Name:
Title:

KEY CORPORATE CAPITAL INC.

By: _____
Name:
Title:

LASALLE BANK NATIONAL ASSOCIATION

By: 
Name: James D. Thompson
Title: Group Senior Vice President

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name:
Title:

Signature Page to Omnibus Amendment

DEC-19-2002 11:05 Received 12/19/2002 10:27AM in 02:32 on line 103 for JLUIGAS * Pg 6/9
US BANKCORP 612 2731000 P.00/00

**PNC BANK, NATIONAL
ASSOCIATION**, individually, as a Lender
and as resigning Agent

By: _____
Name:
Title:

KEY CORPORATE CAPITAL INC.

By: _____
Name:
Title:

**LASALLE BANK NATIONAL
ASSOCIATION**

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION

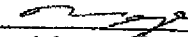
By: *Alex Wilson*
Name: Alex Wilson
Title: VP

Signature Page to Omnibus Amendment

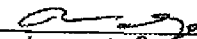
Each of the undersigned (i) acknowledges receipt of a copy of the Omnibus Amendment Agreement dated as of December 20, 2002 (the "Agreement"; capitalized terms used herein shall, unless otherwise defined herein, have the meanings provided in the Agreement), by and among Borrowers, PNC Bank, National Association, the Lenders party thereto and General Electric Capital Corporation, (ii) consents to such Agreement and each of the transactions referenced in the Agreement and consents, acknowledges and agrees to the releases granted in Section 7(b), and (iii) hereby acknowledges the assignment, delegation and assumption contained in the Agreement and agrees, in its respective capacities as debtor, obligor, grantor, mortgagor, pledgor, guarantor, surety, indemnitor, assignor and each other similar capacity, if any, in which any such entity has previously granted Liens on all or any part of its real, personal or intellectual property pursuant to the Credit Agreement or any other Loan Document or has guaranteed the repayment of the Obligations pursuant to any of the foregoing agreements, that such assignment, delegation and assumption shall not affect in any way all or any of such Liens or repayment obligations of such entity, all of which Liens and repayment obligations remain and shall continue to in full force and effect and each of which is hereby ratified, confirmed and reaffirmed in all respects.

J RICHARD HOLDINGS, L.P.
General Partner

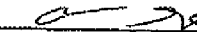
By: J RICHARD INDUSTRIES, INC.
Its: General Partner

By: 
Name: Marcus George
Title: Vice President

J RICHARD INDUSTRIES, INC.

By: 
Name: Marcus George
Title: Vice President

JRI, INC.

By: 
Name: Marcus George
Title: Vice President

TRADEMARK

REEL: 003239 FRAME: 0843

**PNC BANK NATIONAL ASSOCIATION
TRADEMARKS AND PATENTS**

J Richards Industries - Trademarks

1611126	74011473	PATHFINDER	12/18/1989	Active
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Portec, Inc. - Patents

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CHI:1521054.1