

Form PTO-1594 (Modified) (Rev. 6/93) OMB No. 0651-0011 (exp. 4/94) Copyright 1994-97 LegalStar TM05/REV03 Tab settings → → → τ ▼	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	Docket No.: 299/94805
---	---	---------------------------------

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

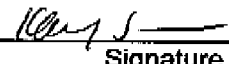
1. Name of conveying party(ies): <u>Great Plains Manufacturing, Incorporated</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-Kansas <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>U.S. Bank National Association,</u> <u>Successor to Mercantile Bank National Association</u> Street Address: <u>12140 Woodcrest Executive Drive</u> City: <u>St. Louis</u> State: <u>MO</u> ZIP: <u>63141</u> <input type="checkbox"/> Individual(s) citizenship _____ <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 Banking Association</u> If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <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>Amendment to Patent and Trademark Security Agreement</u> Execution Date: <u>10/31/2002</u>	

4. Application number(s) or patent number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) <u>1,372,154; 1,391,363; 1,540,136; 1,644,741; 1,473,923;</u> <u>1,178,870; 1,870,325; 1,901,473; 1,902,394; 2,502,110;</u> <u>2,504,719; 2,504,720; 1,223,164; 1,271,527</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
--	--

5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Kay R. Sherman</u> Internal Address: <u>Thompson Coburn LLP</u> Street Address: <u>One US Bank Plaza</u> City: <u>St. Louis</u> State: <u>MO</u> ZIP: <u>63101</u>	6. Total number of application and registrations involved: 14 7. Total fee (37 CFR 3.41): \$ <u>365.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>20-0823</u>
--	--

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

<u>Kay R. Sherman</u> Name of Person Signing	 Signature	<u>11/20/02</u> Date
---	--	-------------------------

Total number of pages including cover sheet, attachments, and documents: 10

**FIRST AMENDMENT TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into as of the 31st day of October, 2002, by and between GREAT PLAINS MANUFACTURING, INCORPORATED, a Kansas corporation ("Borrower"), and U.S. BANK NATIONAL ASSOCIATION (which was formerly known as Firststar Bank, N.A., which is the successor by merger to Firststar Bank Missouri, National Association, which was formerly known as Mercantile Bank National Association), as agent (in such capacity, the "Agent") for the banks from time to time party to that certain that certain Amended and Restated Loan Agreement dated as of October 27, 2000, by and among Borrower, the banks party thereto and the Agent, as amended by that certain First Amendment to Amended and Restated Loan Agreement dated as of August 31, 2001, and that certain Second Amendment to Amended and Restated Loan Agreement dated as of October 31, 2002, and as the same may from time to time be further amended, modified, extended, renewed or restated (collectively, the "Banks").

WITNESSETH:

WHEREAS, Borrower has heretofore executed and delivered to the Agent that certain Patent and Trademark Security Agreement dated as of July 29, 1997 (the "Security Agreement"; all capitalized terms used and not otherwise defined in this Amendment shall have the respective meanings ascribed to them in the Security Agreement as amended by this Amendment); and

WHEREAS, Borrower and the Agent desire to amend the Security Agreement in the manner hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and the Agent hereby agree as follows:

1. All references in the Security Agreement to Firststar Bank, N.A., Firststar Bank Missouri, National Association and/or Mercantile Bank National Association and any other references of similar import shall henceforth mean U.S. Bank National Association (which was formerly known as Firststar Bank, N.A., which is the successor by merger to Firststar Bank Missouri, National Association, which was formerly known as Mercantile Bank National Association). All references in the Security Agreement to "the Agent" and any other references of similar import shall henceforth mean U.S. Bank National Association (which was formerly known as Firststar Bank, N.A., which is the successor by merger to Firststar Bank Missouri, National Association, which was formerly known as Mercantile Bank National Association), as agent for the banks from time to time party to that certain that certain Amended and Restated Loan Agreement dated as of October 27, 2000, by and among Borrower, the banks party thereto and the Agent, as amended by that certain First Amendment to Amended and Restated Loan Agreement dated as of August 31, 2001, and that certain Second Amendment to Amended and Restated Loan Agreement dated as of October 31, 2002, and as the same may from time to time be further amended, modified, extended, renewed or restated. All references in the Security Agreement to the address and/or telecopy number for the Agent are hereby changed to One U.S. Bank Plaza, 12th Floor, St. Louis, Missouri 63101, Attention: Food and Agribusiness Group, Telecopy No. (314) 418-8430.

2. The first "WHEREAS" clause on page 1 of the Security Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

"WHEREAS, Borrower, the Banks and the Agent are parties to that certain that certain Amended and Restated Loan Agreement dated as of October 27, 2000, as amended by that certain First Amendment to Amended and Restated Loan Agreement dated as of August 31, 2001, and that certain Second Amendment to Amended and Restated Loan Agreement dated

as of October 31, 2002 (as so amended and as the same may from time to time be further amended, modified, extended, renewed or restated, the "Loan Agreement"; all capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Loan Agreement); and"

3. The fourth "WHEREAS" clause on page 1 of the Security Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

"WHEREAS, this Agreement is being executed in connection with and in addition to the Loan Agreement and that certain Security Agreement dated as of July 29, 1997, and executed by Borrower in favor of the Agent, as amended by that certain First Amendment to Security Agreement dated as of October 27, 2000, and that certain Second Amendment to Security Agreement dated as of October 31, 2002, and as the same may from time to time be further amended, modified, extended, renewed or restated (the "Security Agreement"), pursuant to which Borrower has granted the Agent for the ratable benefit of the Banks a security interest in and lien on, among other things, all accounts, inventory, general intangibles, machinery, equipment, books, records, goodwill, patents, trademarks and licenses now owned or hereafter acquired by Borrower and all proceeds thereof;"

4. The Schedules A, B, C and D attached to the Security Agreement are hereby deleted in their entirety and the Schedules A, B, C and D attached to this Amendment are hereby substituted in lieu thereof.

5. Borrower hereby agrees to reimburse the Agent upon demand for all out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by the Agent in the preparation, negotiation and execution of this Amendment. All of the obligations of Borrower under this paragraph shall survive the payment of the Secured Obligations and the termination of the Security Agreement.

6. All references in the Security Agreement to "this Agreement" and any other references of similar import shall henceforth mean the Security Agreement as amended by this Amendment.

7. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Security Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

8. This Amendment shall be binding upon and inure to the benefit of Borrower and the Agent and their respective successors and assigns, except that Borrower may not assign, transfer or delegate any of its rights or obligations under the Security Agreement as amended by this Amendment.

9. Borrower hereby represents and warrants to the Agent that:

(a) the execution, delivery and performance by Borrower of this Amendment are within the corporate powers of Borrower, have been duly authorized by all necessary corporate action and require no action by or in respect of, consent of or filing or recording with, any governmental or regulatory body, instrumentality, authority, agency or official or any other Person;

(b) the execution, delivery and performance by Borrower of this Amendment do not conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under or result in any violation of, the terms of the Articles of Incorporation or By-Laws

of Borrower, any applicable law, rule, regulation, order, writ, judgment or decree of any court or governmental or regulatory body, instrumentality authority, agency or official or any agreement, document or instrument to which Borrower is a party or by which Borrower or any of its Property is bound or to which Borrower or any of its Property is subject;

(c) this Amendment has been duly executed and delivered by Borrower and constitutes the legal, valid and binding obligation of Borrower enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law);

(d) all of the representations and warranties made by Borrower in the Security Agreement are true and correct in all material respects on and as of the date of this Amendment as if made on and as of the date of this Amendment; and

(e) as of the date of this Amendment, no default or event of default under or within the meaning of the Security Agreement has occurred and is continuing.

10. In the event of any inconsistency or conflict between this Amendment and the Security Agreement, the terms, provisions and conditions contained in this Amendment shall govern and control.

11. This Amendment shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, Borrower and the Agent have executed this First Amendment to Patent and Trademark Security Agreement as of the 31st day of October, 2002.

GREAT PLAINS MANUFACTURING, INCORPORATED

By *R. E. Gelpin*
Title: President

U.S. BANK NATIONAL ASSOCIATION, as Agent

By *[Signature]*
Title: SVP

nsented to as of the 31st day of October, 2002.

U.S. BANK NATIONAL ASSOCIATION

By
Title:

Kenneth A. Carter
SVP

LASALLE BANK NATIONAL ASSOCIATION

By
Title:

Joe W. Hill
AVP

SCHEDULE AUnited States Patents

Description	Serial Number	Date Filed/Issued
Seeding Machine with Bulk Seed Supply	U.S. 6,308,645	10/30/01
Exterior of the Rear Portion of a Grooming Deck Mower	U.S. D445,432	7/24/01
Grooming Mower	U.S. Des 424, 071	5/2/00
Low Transport Height Stack Fold Implement	U.S. 5,921,325	7/13/99
Low Profile Folding Marker for Seed Planters	U.S. 5,573,070	11/12/96
Powered Rake Having Debris	U.S. 5,261,218	11/16/93
Seed Metering Drive Mechanism for Seed Planters and the Like	U.S. 5,497,715	3/12/96
Improved Seed Firming Wheel	U.S. 5,494,339	2/27/96
Reel Assembly for Mower	U.S. 5,477,666	12/26/95
Snap-on Height Adjustment Collar for Vertical Spindle Mower Wheel	U.S. 5,463,855	11/7/95
Grain Drill Unit Having Seed Firming Wheel	U.S. 5,398,625	3/21/95
Reel Assembly for Mower	U.S. 5,291,724	3/8/94
Front Folding No-Till Grain Drill	U.S. 5,232,054	8/9/93
Subsoil Fertilizer Applicator Having Accurately Adjustable Knife	U.S. 5,027,724	7/2/91
Universal Press Wheel Arm Assembly (1989 Style)	U.S. 5,022,333	6/11/91
Mobile Material Distribution Apparatus (Wilker Walker)	U.S. 4,962,892	10/16/90
Folding Implement Frame for Grain Drills and the Like (36' & 45' Solid Stand Folding Drill)	U.S. 4,664,202	5/12/87
Whirlfilter	U.S. 4,221,667	9/9/80
Ausherman Ammonia Applicator Blade	U.S. 4,201,142	5/6/80
Elevation Altering Structure for Agricultural Implements (30' Full Press Drill)	U.S. 4,214,637	7/19/80
Raisable Implement Frame with Operably Connected Wheel and Draft Frames (30' Full Press Drill)	U.S. 4,211,288	7/8/80
Foldable Construction for Agricultural Implements (30' Full Press Drill)	U.S. 4,171,022	10/16/79
Tillage implement with gauge wheel linked to wing lifting and self-leveling mechanism	U.S. 5,409,069	4/25/95
Dual penetration combination sweep with ripper	U.S. 5,409,068	4/25/95
Cultivator shank assembly with cammed shank end receiver	U.S. 5,335,735	8/9/94
Single drive belt mower with flexible housing	U.S. 5,249,411	10/5/93
Cultivator shank assembly	U.S. 5,133,415	7/28/92
Shank attachment	U.S. 5,040,616	8/20/91
Hydraulic leveler arrangement	U.S. 4,606,413	8/19/86
Spring clamp shank assembly	U.S. 4,530,406	7/23/85
Self-leveling arrangement for agricultural implement frame	U.S. 4,450,917	5/29/84

Description	Serial Number	Date Filed/Issued
Universal auxiliary implement mount	U.S. 4,368,783	1/18/83
Field cultivator tool support mounting apparatus	U.S. 4,321,971	3/30/82
Telescoping hinge member on rearwardly folding tool bar	U.S. 4,318,444	3/9/82

SCHEDULE B**United States Patent Applications**

Description	Serial Number	Date Filed/Issued
Method and Apparatus for Automatically Controlling the Soil Penetrating Depth of Zone Tillage Coulters	08/375,544	1/19/95
Material Injection System	08/323,786	10/17/94

SCHEDULE CUnited States Trademarks

<u>Mark Registered</u>	<u>Registration Number</u>	<u>Date Registered</u>
KENT	1,054,661	12/21/76
DISC-O-VATOR	1,223,164	1/11/83
MULCH-O-VATOR	1,271,527	3/27/84
WHIRLFILTER	1,372,154	11/26/85
METERCONE	1,391,363	4/29/86
TILT 'N GO	1,495,042	7/5/88
CHEM PRO (for use on turf sprayers in conjunction with Land Pride)	1,540,136	5/23/89
TERRA-GUARD	1,644,741	5/14/91
LAND PRIDE	1,473,923	1/25/88
SOLID STAND	1,178,870	11/24/81
ALL SEEDS	1,870,325	12/27/94
SEED-LOK	1,901,473	6/27/95
GREAT PLAINS	1,902,394	7/4/95
ACCU Z	2,502,110	10/30/01
Z52	2,504,719	11/6/01
Z60	2,504,720	11/6/01

SCHEDULE D

United States Trademark Applications

Mark Registered	Registration No.	Date Registered
-----------------	------------------	-----------------

NONE