

08-24-2005

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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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.

1. Name of conveying party(ies):

US BANK NA f/k/a MERCANTILE BANK NA
PO BOX 3487
OSHKOSH WI 54903
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other **RELEASE**

Execution Date: **6/18/04**

2. Name and address of receiving party(ies)

Name: **GREAT PLAINS MANUFACTURING, INC**
Internal Address: **PO BOX 5060**
Street Address: **1525 E NORTH STREET**
City: **SALINA** State: **KS** Zip: **67401**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State **KANSAS**
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **RICK MCLAUGHLIN**
Internal Address: **PO BOX 3487**
Street Address: **400 CITY CENTER**
City: **OSHKOSH** State: **WI** Zip: **54903-3487**

6. Total number of applications and registrations involved: **9**

7. Total fee (37 CFR 3.41).....\$ **240.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

JUDITH LONG, VICE PRESIDENT
Name of Person Signing

Judith Long
Signature

8-17-05
Date

Total number of pages including cover sheet, attachments, and document: **14**

08/23/2005 6TOM11 00000091 1372154

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

01 FC:8521
02 FC:8522

40.00 DP
25.00 OP

TRADEMARK
REEL: 003211 FRAME: 0513

TRADEMARK REGISTRATION NUMBERS

1,178,870
1,372,154
1,540,136
1,901,473
1,391,363
1,644,741
1,902,394
1,495,042
1,473,923

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of the 29th day of July, 1997, by GREAT PLAINS MANUFACTURING, INCORPORATED, a Kansas corporation ("Borrower"), in favor of MERCANTILE BANK NATIONAL ASSOCIATION, a national banking association, as agent (in such capacity, the "Agent") for Mercantile Bank National Association, LaSalle National Bank, Bank of America NT and SA and any other entity which now or at any time hereafter shall become a party to the Loan Agreement (as hereinafter defined) as a Bank (collectively, the "Banks").

WITNESSETH:

WHEREAS, Borrower, the Banks and Agent entered into that certain Revolving Credit and Term Loan Agreement dated July 29, 1997 (as the same may from time to time be amended, modified, extended or renewed, 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

WHEREAS, as a condition to Banks entering into the Loan Agreement, the Banks have required that Borrower execute and deliver this Agreement to Agent; and

WHEREAS, in order to induce Banks to enter into the Loan Agreement, Borrower agreed to execute and deliver this Agreement to Agent for the ratable benefit of the Banks; and

WHEREAS, this Agreement is being executed in connection with and in addition to the Loan Agreement and that certain Security Agreement ("Security Agreement") dated July 29, 1997 and executed by Borrower in favor of Agent, as the same may from time to time be amended, modified, extended or renewed, pursuant to which Borrower has granted Lender 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;

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

1. Grant of Security Interest For value received, Borrower hereby assigns, transfers and mortgages to Agent for the ratable benefit of the Banks, and grants Agent for the ratable benefit of the Banks, a security interest in all of Borrower's right, title and interest in, to and under the following described property, whether now owned and existing or hereafter created, acquired or arising:

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and patent application listed on

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Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all patent licenses of which Borrower is the licensor, (iii) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof and (v) all rights corresponding thereto throughout the world (all of the foregoing patents and patent applications and inventions and improvements together with the items described in clauses (i) through (v) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each trademark and trademark application listed on Schedules C and D, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time); and (i) renewals or extensions thereof, (ii) all trademark licenses of which Borrower is the licensor, (iii) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof and (v) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, trade style, brand names, service marks and applications and registrations thereof together with the items described in clauses (i) through (v) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) the goodwill of Borrower's business connected with and symbolized by the Trademarks; and

(d) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), and (c) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b), (c) and (d) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of any and all of the Borrower's Obligations (hereinafter collectively referred to as the "Secured Obligations").

2. Representations, Warranties and Covenants of Borrower. Borrower hereby represents and warrants to Agent and each of the Banks, and covenants and agrees with Agent and each of the Banks, that:

(a) all United States patents owned by Borrower as of the date of this Agreement are listed on Schedule A attached hereto;

(b) all United States patent applications of Borrower as of the date of this Agreement are listed on Schedule B attached hereto;



(c) all United States trademarks owned by Borrower as of the date of this Agreement are listed on Schedule C attached hereto;

(d) all United States trademark applications of Borrower as of the date of this Agreement are listed on Schedule D attached hereto;

(e) all of the Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability;

(f) to the best of Borrower's knowledge, each of the Patents and Trademarks is valid and enforceable;

(g) no claim has been made that the use of any of the Patents or Trademarks does or may violate the rights of any third person;

(h) no claims for patent infringement have been commenced in connection with any of the Patents;

(i) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(j) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and Trademarks, free and clear of any and all liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by Borrower not to sue third persons, excluding only security interests granted to Agent for the ratable benefit of the Banks;

(k) Borrower has the unqualified right to enter into this Agreement and perform its terms;

(l) Borrower has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents and Trademarks;

(m) Borrower has the exclusive, royalty-free right to use the Patents and Trademarks and agrees not to transfer any rights or interest in any of the Patents or Trademarks during the term of this Agreement; and

(n) Borrower has no notice of any suits or actions commenced or threatened with reference to any of the Patents or Trademarks.

3. Inspection Rights; Product Quality. Borrower will permit inspection of its facilities which manufacture, inspect or store products sold under any of the Patents and Trademarks and inspection of the products and records relating thereto by Agent and each of the

Banks at any reasonable time or times. Borrower will reimburse Agent and each of the Banks upon demand for all costs and expenses incurred by Agent and each of the Banks in connection with any such inspection conducted by any of them while any Default or Event of Default under the Loan Agreement has occurred and is continuing. Borrower agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices and (ii) to provide Agent and each of the Banks, upon Agent's request from time to time, with a certificate of any officer of Borrower certifying Borrower's compliance with the foregoing.

4. Further Assurances. Borrower covenants and agrees that, until (i) all of the Secured Obligations have been paid in full, (ii) no Letters of Credit shall be outstanding, (iii) the Banks have no further commitment or obligation to make any additional loans or advances or other extensions of credit to Borrower under the Loan Agreement or otherwise, and (iv) the Loan Agreement has been terminated, it will not enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with Borrower's obligations under this Agreement or the Loan Agreement, without the prior written consent of the Banks and Borrower covenants and agrees that it will not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which could affect the validity or enforcement of the rights transferred to Agent under this Agreement. Borrower further covenants and agrees that at any time and from time to time, at the expense of Borrower, Borrower will promptly execute and deliver to Agent for the ratable benefit of the Banks any and all further instruments and documents and take any and all further action that may be necessary, or that Agent or the Banks may reasonably request, in order to perfect and protect the security interest granted hereby with respect to the Patents and Trademarks or to enable Agent or any of the Banks to exercise its rights and remedies hereunder with respect to the same.

5. Additional Patents and Trademarks. If Borrower shall (i) become aware of any existing Patents or Trademarks of which Borrower has not previously informed Agent, (ii) obtain rights to any new patentable inventions, Patents or Trademarks or (iii) become entitled to the benefit of any Patents or Trademarks which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and Borrower shall give Agent prompt written notice thereof.

6. Modification by Agent. Borrower authorizes Agent to modify this Agreement by amending Schedules A, B, C and D to include any future patents and patent applications, and any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications covered by Paragraphs 1 and 5 hereof, without the signature of Borrower if permitted by applicable law.

7. Use of Patents and Trademarks. So long as no Event of Default has occurred and is continuing, Borrower may use the Patents and Trademarks in any lawful manner not inconsistent with this Agreement on and in connection with products sold by Borrower, for Borrower's own benefit and account and for none other.



8. Default. If any Event of Default shall have occurred and be continuing, Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents and Trademarks may be located and, without limiting the generality of the foregoing, Agent may (and at the request of the Required Banks will) immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Borrower, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents and Trademarks and the goodwill relating thereto, or any interest which Borrower may have therein, and after deducting from the proceeds of sale or other disposition of the Patents or Trademarks all expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations in such order and manner as Agent may in its discretion elect. Notice of any sale or other disposition of any of the Patents or Trademarks shall be given to Borrower at least five (5) business days before the time of any intended public or private sale or other disposition of such Patents and/or Trademarks is to be made, which Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, order of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents or Trademarks sold, free from any right of redemption on the part of Borrower, which right is hereby waived and released. Borrower agrees that upon the occurrence and continuance of any Event of Default, the use by Agent or any of the Banks of the Patents and Trademarks shall be worldwide and without any liability for royalties or other related charges from Agent to Borrower. If an Event of Default shall occur and be continuing, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce any and all of the Patents and Trademarks and, if Agent shall commence any such suit, Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and the Borrower shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Agreement. All of Agent's rights and remedies with respect to the Patents and Trademarks, whether established hereby or by the Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

9. Termination of Agreement. At such time as (i) Borrower shall pay all of the Secured Obligations in full, (ii) no Letters of Credit shall be outstanding, (iii) the Banks shall have no further commitment or obligation to make any additional loans or advances or other extensions of credit to Borrower under the Loan Agreement or otherwise and (iv) the Loan Agreement shall be terminated, this Agreement shall terminate and Agent shall, at Borrower's expense, execute and deliver to Borrower all instruments as may be necessary or proper to extinguish Agent's security interest in the Patents and Trademarks, subject to any disposition thereof which may have been made by Agent pursuant hereto.

10. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and

the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents and/or Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents and/or Trademarks, shall be borne and paid by Borrower on demand by Agent and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at a rate per annum equal to the lesser of the highest default rate of interest payable under the Loan or the highest rate of interest allowed by law from the date incurred until reimbursed by Borrower.

11. Preservation of Patents and Trademarks. Borrower shall have the duty (i) to file and prosecute, through counsel acceptable to Agent, diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, as commercially reasonable and (iii) to preserve and maintain all rights in the Patents and Trademarks, as commercially reasonable. Any expenses incurred in connection with Borrower's obligations under this Section 11 shall be borne by Borrower. Borrower shall not abandon any Patents or Trademarks without the consent of Agent which consent shall not be unreasonably withheld.

12. Agent Appointed Attorney-In-Fact If any Event of Default shall have occurred and be continuing, Borrower hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, documents, papers and instruments necessary for Agent to use the Patents and Trademarks, or to grant or issue any exclusive or non-exclusive license under the Patents and Trademarks to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title to or dispose of the Patents and Trademarks to anyone else. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

13. No Waiver. No course of dealing between Borrower, Agent and any of the Banks, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any of the Banks, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. If Borrower fails to comply with any of its obligations hereunder, Agent may perform such obligation in Borrower's name or in Agent's name, but at Borrower's expense and Borrower agrees to reimburse Agent in full for all expenses, including reasonable attorneys' fees, incurred by Agent for the maintenance and preservation of any of the Patents and Trademarks or its or the Banks' interest therein.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in

such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Amendments. This Agreement is subject to amendment or modification only by a writing signed by Borrower and Agent, except as provided in Paragraph 6 above.

16. Successors and Assigns. This Agreement shall be binding upon Borrower and shall inure to the benefit of the Agent and its successors. Borrower may not assign or delegate any of its rights or obligations under this Agreement.

17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto 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 has executed this Patent and Trademark Security Agreement as of the 29th day of July, 1997.

GREAT PLAINS MANUFACTURING, INCORPORATED
("Borrower")

By Roy E. Oplavinsat
Title: President

Accepted as of the 29th day of July, 1997

MERCANTILE BANK NATIONAL ASSOCIATION, as Agent
("Agent")

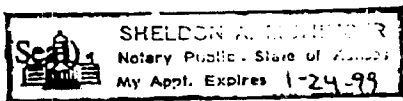
By Henry A. Daniels
Title: Vice President

CERTIFICATE OF ACKNOWLEDGEMENT

KANSAS
STATE OF MISSOURI)
COUNTY OF Saline)

On this 11 day of ~~August~~ ^{December}, 1997, before me personally appeared ROY E. APPLEQUIST, to me personally known, who, being by me duly sworn, did say that he/she is the PRESIDENT of GREAT PLAINS MANUFACTURING, INCORPORATED, a Kansas corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said PRESIDENT acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.



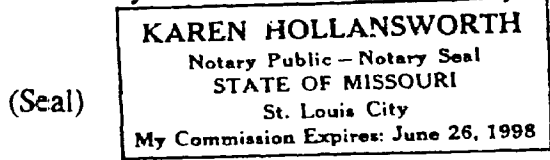
Sheldon A. Meunier
Notary Public

My Commission Expires: 1-24-99

STATE OF MISSOURI)
CITY OF ST. LOUIS)

On this 17 day of ~~August~~ ^{December}, 1997, before me appeared Kenneth A. Feaster, to me personally known, who, being by me duly sworn, did say that he/she is a Vice President of MERCANTILE BANK NATIONAL ASSOCIATION, a national banking association, and that said instrument was signed on behalf of said corporation, by authority of its Board of Directors; and said Vice President acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal in the City and State aforesaid, the day and year first above written.



Karen Hollansworth
Notary Public

My Commission Expires: 6-26-98

SCHEDULE A

United States Patents

Description	Serial Number	Date Filed/Issued
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

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

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SCHEDULE C

United States Trademarks

<u>Mark Registered</u>	<u>Registration Number</u>	<u>Date Registered</u>
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

SCHEDULE D

United States Trademark Applications

<u>Mark Registered</u>	<u>Registration No.</u>	<u>Date Registered</u>
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NONE

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RECORDED: 02/06/1998

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RECORDED: 03/04/2005

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