

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Central Fiber Corporation  
4814 Fiber Lane  
Wellsville, KS 66092

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State: KS
- Other \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) December 30, 2005

- Assignment                               Merger
- Security Agreement                       Change of Name
- Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Gold Bank

Internal Address: \_\_\_\_\_

Street Address: 800 West 47th Street

City: Kansas City

State: MO

Country: USA                              Zip: 64112

- Association      Citizenship \_\_\_\_\_
- General Partnership      Citizenship \_\_\_\_\_
- Limited Partnership      Citizenship \_\_\_\_\_
- Corporation      Citizenship US
- Other \_\_\_\_\_      Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No. (s)

2,576,735

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

EASY MIX, June 4, 2002

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

Name: Chad E. Hansen, Esq.

Internal Address: P.O. Box 878681

Street Address: 120 West 12th Street

City: Kansas City

State: MO                              Zip: 64105

Phone Number: 816-421-3355

Fax Number: 816-374-0509

Email Address: chansen@stklaw.com

**6. Total number of applications and registrations involved:** 21

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)**      \$ 540.00


- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 121660

Authorized User Name Darla Faulhaber

**9. Signature:** 

January 31, 2006

Date

Richard P. Stitt

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 29

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CIH \$540.00 121660 75888253

## CENTRAL FIBER CORPORATION INTELLECTUAL PROPERTY

U.S. TRADEMARKS				
Serial No.	Filing Date	Reg. No.	Reg. Date	Trademark
75/749,870	7/14/1999	2,435,917	3/13/2001	CENFLO
75/761,378	7/26/1999	2,496,916	10/9/2001	AGRITHERM
75/888,253	1/5/2000	Abandoned	N/A	FAST TRACK
76/045,482	5/10/2000	Abandoned	N/A	WINDGARD
72/456,723	5/7/1973	996,259	10/22/1974	SHELTER SHIELD
74/005,157	11/27/1989	1,651,209	7/16/1991	AS NATURE INTENDED... ONLY BETTER
74/005,158	11/27/1989	1,656,973	9/10/1991	SECOND NATURE
74/005,155	11/27/1989	1,660,403	10/8/1991	SECOND NATURE (and Design)
74/480,112	1/18/1994	1,871,331	1/3/1995	CLEAN
74/596,189	11/7/1994	1,933,087	11/7/1995	CENCELL
74/699,108	7/10/1995	2,020,379	12/3/1996	TOPCOAT
75/049,090	1/26/1996	2,084,895	7/29/1997	SPRAYMATT
75/049,091	1/26/1996	2,092,095	8/26/1997	SPRAYMATT (and Design)
75/225,300	1/13/1997	2,119,941	12/9/1997	CHEAPER THAN DIRT
75/209,763	12/9/1996	2,130,270	1/20/1998	DESIGN (KOALA BEAR)
75/306,542	6/10/1997	2,192,071	9/29/1998	CENTRAL FIBER CORPORATION
75/306,574	6/10/1997	2,192,072	9/29/1998	CENTRAL FIBER CORPORATION (and Design)
75/305,955	6/10/1997	2,227,348	3/2/1999	SHELTER SHIELD
75/218,958	12/27/1996	2,288,376	10/26/1999	CONTRACTOR'S CHOICE
75/646,313	2/23/1999	2,340,685	4/11/2000	XCELL

**TRADEMARK, PATENT AND COPYRIGHT  
SECURITY AGREEMENT**

THIS TRADEMARK, PATENT AND COPYRIGHT SECURITY AGREEMENT, dated as of December 30, 2005, is made by CENTRAL FIBER CORPORATION, a Kansas corporation (the "Grantor"), in favor of GOLD BANK, a Kansas banking corporation (the "Lender").

**WITNESSETH:**

WHEREAS, Lender is making loans (the "Loans") in the aggregate principal amount of up to \$5,000,000.00 to Grantor, pursuant to that certain Loan and Security Agreement of even date herewith by and between Grantor and Lender (the "Loan Agreement"); and

WHEREAS, in connection with the making of the Loans, Lender desires to obtain from Grantor and Grantor desires to grant to Lender a security interest in certain collateral more particularly described below.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Loan Agreement and to induce Lender to make the Loans to Grantor under the Loan Agreement, Grantor hereby agrees with Lender, as follows:

1. Defined Terms. Unless otherwise defined herein, terms which are defined in the Loan Agreement and used herein are so used as so defined, and the following terms shall have the following meanings:

(a) "Collateral" has the meaning assigned to it in Section 2 of this Security Agreement.

(b) "Copyright" means all copyrights, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world including, without limitation, all of Grantor's right, title and interest in and to all unregistered copyrights and all registered copyrights in the United States Copyright Office or anywhere else in the world, including all treaty and convention rights, and also including, without limitation, the copyrights and registrations referred to in Exhibit A hereto, and all applications for registration thereof, whether pending or in preparation, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payment, claims, damages and proceeds of suit.

(c) "Copyright License" means any agreement providing for the grant by or to Grantor of any right to use any Copyright, including, without limitation, any thereof referred to in Exhibit A hereto.

(d) "Event of Default" has the same meaning as provided in the Loan Agreement.

(e) "Obligations" means all obligations secured hereby and shall include without limitation (a) the Loans to be made concurrently or in connection with this Security Agreement and the Loan Agreement as evidenced by the Notes in the original aggregate principal amount of \$5,000,000.00, and any renewals or extensions thereof, (b) the full and prompt payment and performance of any and all other indebtedness and other obligations of Grantor to Lender, direct or contingent (including but not limited to obligations incurred as endorser, guarantor or surety), however evidenced or denominated, and however and whenever incurred, including but not limited to indebtedness incurred pursuant to any present or future commitment of Lender to Grantor and any and all future advances regardless of the class of such future advances, and (c) all future advances made by Lender for taxes, levies, insurance and preservation of the Collateral and all attorney's fees, court costs and expenses of whatever kind incident to the collection of any of said indebtedness or other obligations and the enforcement and protection of the security interest created hereby.

(f) "Patents" means all types of exclusionary or protective rights granted (or applications therefor) for inventions in any country of the world, including all treaty and convention rights (including, without limitation, utility patents, design patents, plant patents, letters patent, continuation patents, continuation-in-part patents, reissue patents, utility models, breeders' right certificates, inventor's certificates, and the like), and all reissues and extensions thereof and all divisions, continuations and continuations-in-part thereof, including, without limitation, any thereof referred to in Exhibit A hereto, and the right to sue for any past, present and future infringements thereof.

(g) "Patent License" means all agreements, whether written or oral, providing for the grant by or to Grantor of any right to manufacture, use or sell any invention covered by any claims in a Patent, including, without limitation any thereof referred to in Exhibit A hereto.

(h) "Proceeds" means "proceeds," as such term is defined in Section 9-306(1) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty, letter of credit, and/or license payable to Grantor from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to Grantor from time to time in connection with any taking of all or any part of the Collateral by any governmental authority or any person acting under color of governmental authority, (c) all judgments in favor of Grantor in respect of the Collateral, and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

(i) "Security Agreement" means this Trademark, Patent and Copyright Security Agreement, as amended, supplemented or otherwise modified from time to time.

(j) "Trademarks" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, and other source of business identifiers used in any country in the world, including all treaty and convention rights, whether registered or unregistered, and any and all goodwill associated therewith, now existing or hereafter acquired, and (b) all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed with a national, state or local governmental authority of any country, including, without limitation, all such rights referred to in Exhibit A hereto,

and the right to sue for any past, present and future infringements of any thereof, but excluding any trademarks of third parties used by Grantor in producing or packaging products for such parties.

(k) "Trademark License" means any agreement, material to the businesses of Grantor, written or oral, providing for the grant by or to Grantor of any right to use any Trademark, including, without limitation, any thereof referred to in Exhibit A hereto.

(l) "UCC" means the Uniform Commercial Code as from time to time in effect in the State of Kansas.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, Grantor hereby assigns and grants to Lender for the benefit of Lender a security interest in all of Grantor's right, title and interest in and to the following property now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

- (a) all Trademarks;
- (b) all Trademark Licenses;
- (c) all Copyrights;
- (d) all Copyright Licenses;
- (e) all Patents;
- (f) all Patent Licenses; and

(g) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing;

relating to the business or operations of Grantor as currently conducted or proposed or contemplated to be conducted now or in the future, and whether or not included in Exhibit A.

3. Representations and Warranties Concerning Trademarks, Patents and Copyrights. Grantor represents and warrants that Exhibit A hereto includes all of Grantor's registered Trademarks and Trademark Licenses, all registered Copyrights and Copyright Licenses and all of the Patents and Patent Licenses owned by Grantor, in part or whole, in its own name or as to which Grantor has any colorable claim of ownership as of the date hereof each Trademark, Patent and Copyright is valid, subsisting, unexpired, enforceable and has not been abandoned. Except as set forth in Exhibit A, none of the Trademarks, Patents or Copyrights is the subject of any licensing or franchise agreement. All licenses of the Trademarks, Patents and Copyrights are in force and effect, and, not in default. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of any Trademark, Patent or Copyright. No action or proceeding is pending or has been threatened which is (i) seeking to limit, cancel or question the validity of any Trademark, Patent or Copyright or Grantor's ownership thereof, or (ii)

which, if adversely determined, could have a material adverse effect on the value of any Trademark, Patent or Copyright.

4. Covenants. Grantor covenants and agrees with Lender that, from and after the date of this Security Agreement until the Obligations are paid in full:

(a) Further Documentation. From time to time, upon the written request of Lender, and at the sole expense of Grantor, Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Lender may reasonably request for the purpose of obtaining or preserving the full benefits of this Security Agreement and the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statement under the Uniform Commercial Code as in effect in any jurisdiction with respect to the liens created hereby. Grantor also hereby authorizes Lender to file any such financing or continuation statement without the signature of Grantor to the extent permitted by applicable law. A carbon, photographic or other reproduction of this Security Agreement shall be sufficient as a financing statement for filing in any jurisdiction. Grantor further covenants and agrees that it will execute or procure any further necessary assurance of Lender's rights under this Security Agreement, at any time, upon the request of Lender, by executing and delivering any and all papers that Lender believes may be necessary or desirable to perfect its, or its successors, assigns or other legal representatives, right, title or interest in or to any of the Collateral, any Copyright, Trademark or Patent, and, upon the request of Lender, Grantor will execute any Copyright, Trademark or Patent applications, reissue applications, or the like, and will make all rightful oaths and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation or consideration.

(b) Limitation on Lien or Collateral. Grantor will not create, incur or permit to exist, and Grantor will take all commercially reasonable actions to defend the Collateral against, and will take such other actions as is necessary to remove, any lien or claim on or to the Collateral or any portion thereof, other than the security interests created hereby, and other than as permitted pursuant to the Loan Agreement, and will take all actions that are necessary to defend the right, title and interest of Lender in and to any of the Collateral against the claims and demands of all persons whomsoever.

(c) Limitations on Dispositions of Collateral. Grantor will not sell, transfer or otherwise dispose of any of the Collateral, or attempt, offer or contract to do so except as permitted in the Loan Agreement.

(d) Notices. Grantor will advise Lender promptly, in reasonable detail, at Lender's address set forth in the Loan Agreement, (i) of any lien (other than liens created hereby or permitted under the Loan Agreement) on, or claim asserted against, the Collateral or any portion thereof, and (ii) of the occurrence of any other event which could reasonably be expected to have any material adverse effect on the aggregate value of the Collateral or on the liens created hereunder.

(e) Patents, Trademarks and Copyrights.

(i) Grantor (either itself or through licensees) will (A) continue to use such Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such

Trademark in full force and effect, free from any claim of abandonment for non-use, (B) maintain as in the past the same quality of products and services offered under each such Trademark, (C) employ each such registered Trademark with the appropriate notice of registration and ownership, (D) not adopt or use any mark which is confusingly similar to or a colorable imitation of any Trademark unless within 30 days after such use or adoption, Lender, for its benefit, all obtain a perfected security interest in such mark pursuant to this Security Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or omit to do any act whereby any Trademark may become invalidated, abandoned, unenforceable, and/or weakened.

(ii) Grantor will not do any act, or omit to do any act, whereby any Patent may become abandoned.

(iii) Grantor will not do or permit any act or omit to do any act whereby any Copyright or Copyright License may lapse or become invalid or unenforceable or placed in the public domain except upon expiration at the end of an unrenovable term of a registration thereof.

(iv) Grantor will promptly notify Lender if Grantor knows, or has reason to know, that any application relating to any Patent, any Copyright or any Trademark may become abandoned or dedicated, or of any adverse determination or material development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court, tribunal, agency, office, administrative body, and/or other governing authority in any country, as the case may be) regarding Grantor's ownership of any Patent, Copyright or Trademark or its right to register the same or to keep and maintain the same.

(v) Whenever Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for any Patent, Copyright or for the registration of any Trademark with the United States Patent and Trademark Office or United States Copyright Office, as the case maybe, or any similar office or agency in any other country or any political subdivision thereof, Grantor shall report such filing to Lender within five business days after the last day of the fiscal quarter in which such filing occurs. Upon request of Lender, Grantor shall execute and deliver any and all reasonably necessary agreements, instruments, documents, and papers as Lender may request to evidence Lender's security interest in any newly filed Patent, Copyright or Trademark (or the application related thereto) and the goodwill and general intangibles of Grantor relating thereto or represented thereby, and Grantor hereby constitutes Lender its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full.

(vi) Grantor will take all reasonable and necessary steps, including, without limitation, in any proceedings before any tribunal, office or agency in any country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration or issuance) and to maintain each Patent, each Copyright and each

registration of Trademarks, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability when appropriate.

(vii) In the event Grantor knows or has reason to know that any Patent, Copyright or Trademark included in the Collateral is being infringed, misappropriated, or diluted by a third party, Grantor shall promptly notify Lender after it learns thereof and shall promptly sue for infringement, misappropriation or dilution, or take other actions as Grantor shall deem appropriate under the circumstances to protect such Patent, Copyright or Trademark.

#### 5. Lender's Rights.

(a) Powers. Grantor hereby irrevocably constitutes and appoints Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, from time to time, in Lender's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement, and, without limiting the generality of the foregoing, Grantor hereby gives Lender the power and right, on behalf of Grantor, without notice to or assent by Grantor, upon the occurrence of an Event of Default, to do the following.

(i) in the name of Grantor or its own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under, or with respect to, any Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Lender for the purpose of collecting any and all such moneys due with respect to such Collateral whenever payable;

(ii) to pay or discharge taxes and liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement to pay all or part of the premiums therefor and the costs thereof; and

(iii) (a) to direct any party liable for any payment under any of the Collateral to make payment of any and all monies due or to become due thereunder directly to Lender or as Lender shall direct, (b) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral, (c) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral, (d) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral, (e) to defend any suit, action or proceeding brought against Grantor with respect to any Collateral, (f) to settle, compromise or adjust any suit, action or proceeding described in the preceding clause and, in connection therewith, to give such discharges or releases as Lender may deem appropriate, (g) to assign any Patent, Copyright or Trademark (along with any and all goodwill of the business to



which such Patent, Copyright or Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as Lender shall in its sole discretion determine, and (h) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do, at Lender's option and Grantor's expense, at any time, or from time to time, all acts and things which Lender deems necessary to protect, preserve or realize upon the Collateral and the liens of Lender thereon and to effect the intent of this Security Agreement, all as fully and effectively as Grantor might do.

Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable until all of the Obligations are paid in full and this Security Agreement is terminated.

(b) Other Powers. Grantor also authorizes Lender, at any time and from time to time, to execute, in connection with any sale provided for in Section 8 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) No Duty on the Part of Lender. The powers conferred on Lender hereunder are solely to protect the interests of Lender in the Collateral and shall not impose any duty upon Lender to exercise any such powers. Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its partners, officers, directors, employees or agents shall be responsible to Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct or failure to comply with mandatory provisions of applicable law.

6. Performance by Lender of Grantor's Obligations. If Grantor fails to perform or comply with any of its agreements contained herein and Lender, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance with such agreement, the expenses of Lender incurred in connection with such performance or compliance, together with interest thereon at the highest default rate provided in the Note, shall be payable by Grantor to Lender on demand and shall constitute Obligations secured hereby.

7. Proceeds. It is agreed that if an Event of Default shall occur and be continuing (a) Proceeds received by Grantor consisting of cash, checks and other cash equivalents shall be held by Grantor in trust for Lender, segregated from other funds of Grantor, and shall, forthwith upon receipt, be turned over to Lender in the exact form received (duly endorsed to Lender, if required), and (b) any and all such Proceeds received by Lender (whether from Grantor or otherwise) shall promptly be applied by Lender against the Obligations (whether matured or unmatured), such application to be in such order as Lender shall elect. Any balance of such Proceeds remaining after the Obligations shall have been paid in full shall be paid over to Grantor or to whomsoever may be lawfully entitled to receive the same.

8. Remedies. If an Event of Default shall occur and be continuing, Lender may exercise, in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Lender without demand of performance or other demand, presentment, protest, advertisement or notice of

any kind (except any notice required by law referred to below) to or upon Grantor or any other person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give an option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any office of Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or on future delivery without assumption of any credit risk. Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in grantor, which right or equity is hereby waived or released. Grantor further agrees, at Lender's request, to assemble the Collateral and make it available to Lender at places which Lender shall reasonably select, whether at Grantor's premises or elsewhere. Lender shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of Lender hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as Lender may elect, and only after such application and after the payment by Lender of any other amount required by any provision of law, including, without limitation, Section 9-504(l)(c) of the UCC, need Lender account for the surplus, if any, to the Grantor. To the extent permitted by applicable law, Grantor waives all claims, damages and demands it may acquire against Lender arising out of the exercise by Lender of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 5 days before such sale or other disposition. Grantor shall remain, jointly and severally, liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations and the fees and disbursements of any attorneys employed by Lender to collect such deficiency.

(a) Limitation on Duties Regarding Preservation of Collateral. Lender's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as Lender would deal with similar property for its own account. Neither Lender nor any of its shareholders, directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of Grantor or otherwise.

9. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

10. Severability. In the event that any provision of this Security Agreement is adjudicated to be invalid or unenforceable under applicable law in any jurisdiction, the validity or enforceability of the remaining provisions thereof shall be unaffected as to such jurisdiction and such adjudication shall not affect the validity or enforceability of such provision in any other jurisdiction. To the extent that any provision of this Security Agreement is adjudicated to be invalid or unenforceable because it is overbroad, that provision shall not be void but rather shall be limited to the extent required by applicable law and enforced as so limited. The parties expressly acknowledge and agree that this Section is reasonable in view of the parties' respective interests.

11. Recording. Grantor will, concurrent with the execution and delivery hereof, execute and file (i) with the United States Patent and Trademark Office, a Grant of Security Interest in Trademarks and Patents in the form of Exhibit B attached hereto and (ii) with the United States Copyright Office, a Grant of Security Interest in any Copyrights in the form of Exhibit C attached hereto.

12. Paragraph Headings. The paragraph headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

13. No Waiver: Cumulative Remedies. Lender shall not by any act (except by a written instrument pursuant to Section 14 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Lender of any right or remedy hereunder on any occasion shall not be construed as a bar to any right or remedy which Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

14. Waivers and Amendments: Successors and Assigns. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by Grantor and Lender, provided that any provision of this Security Agreement may be waived by Lender in a written letter or agreement executed by Lender or by telex or facsimile transmission from Lender. This Security Agreement shall be binding upon the successors and assigns of Grantor and shall inure to the benefit of Lender and its successors and assigns.

15. Notices. Any and all notices, elections or demands permitted or required to be made under this Security Agreement shall be made in accordance with the terms of the Loan Agreement.

16. Governing Law. This Security Agreement will be governed by and controlled by the internal laws of the State of Kansas as to interpretation, enforcement, validity, construction, effect, and in all other respects, excluding perfection of the security interests in the Collateral, which will be governed and controlled by the laws of the relevant jurisdiction. Any action, dispute, lawsuit, or the like, arising out of or under this Security Agreement, shall only be brought, and each party hereto consents to and agrees that venue is proper, in Johnson County, Kansas. The parties agree that this Agreement is and shall be deemed entered into in Johnson County, Kansas.

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

**GRANTOR:**

CENTRAL FIBER CORPORATION,  
Kansas corporation

By: Donald W. Meeker  
Name: Donald W. Meeker  
Title: \_\_\_\_\_

**LENDER:**

GOLD BANK,  
a Kansas banking corporation

By: Mark Jannaman, VP  
Name: MARK JANNAMAN  
Title: VP

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 Filed Kansas  
 Secretary of State

### UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**A. NAME & PHONE OF CONTACT AT FILER (optional)**  
 Jessica Rutland (816) 374-0569

**B. SEND ACKNOWLEDGMENT TO: (Name and Address)**

Jessica Rutland, Paralegal  
 Shughart, Thomson & Kilroy, P.C.  
 120 West 12th Street, Suite 1600  
 Kansas City, MO 64105

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names**

1a. ORGANIZATION'S NAME Central Fiber Corporation					
OR 1b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 4814 Fiber Lane			CITY Wellsville	STATE KS	POSTAL CODE 66092
1d. TAX ID #: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION Kansas	1g. ORGANIZATIONAL ID #, if any 0979468 <input type="checkbox"/> NONE

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names**

2a. ORGANIZATION'S NAME					
OR 2b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
2d. TAX ID #: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)**

3a. ORGANIZATION'S NAME Gold Bank					
OR 3b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 800 West 47th Street			CITY Kansas City	STATE MO	POSTAL CODE 64112

**4. This FINANCING STATEMENT covers the following collateral:**

Please see Schedule A and Exhibit A, attached hereto and incorporated herein by reference.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOBR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable).	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (Additional Fee)		All Debtors	Debtor 1	Debtor 2	
8. OPTIONAL FILER REFERENCE DATA KS SOS						

Page 2 of 7  
009209

**ATTACHMENT TO UCC-1 FINANCING STATEMENT**

**SCHEDULE A**

Debtor hereby grants to Secured Party a blanket security interest in, and a lien on, all assets of the Debtor and the following property of Debtor wherever located and whether now owned or hereafter acquired or arising:

- a. All Accounts, Inventory, General Intangibles (including, without limitation, patents, trademarks and trade names and applications for patents, copyrights, trademarks and trade names), Chattel Paper, Documents, Instruments, Investment Property, Deposit Accounts and Letter of Credit Rights, whether or not specifically assigned to Secured Party, including, without limitation, all Receivables, and all machinery and Equipment, whether or not affixed to realty, Rolling Stock, Goods and Fixtures.
- b. All Supporting Obligations, including, without limitation, all guaranties, collateral, liens on, or security interests in, real or personal property, leases, contract rights, letters of credit, and other rights, agreements, and property securing or relating to payment of Receivables.
- c. All books, records, ledger cards, data processing records, Software, and other property at any time evidencing or relating to Collateral.
- d. All monies, securities, and other property now or hereafter held, or received by, or in transit to, Secured Party, from or for any Debtor, and all of each Debtor's Deposit Accounts, credits and balances with Secured Party existing at any time.
- e. All Real Property, Fixtures, accessions and attachments thereto. Secured Party's security interest in, and lien on, the Real Property shall be as set forth in that certain Mortgage.
- f. Assignment of Banner Life Insurance Policy Nos. 17B118144 and 17B118145 naming Gold Bank as (i) primary beneficiary with respect to \$500,000 of each Policy, and (ii) secondary beneficiary with respect to the remaining face amount of each Policy referenced above subject only to the Subordinated Holders of the Subordinated Indebtedness.
- g. All parts, accessories, attachments, special tools, additions, replacements, substitutions, and accessions to or for all of the foregoing.
- h. All Proceeds and products of all of the foregoing in any form, including, without limitation, amounts payable under any policies of insurance insuring the foregoing against loss or damage, and all increases and profits received from all of the foregoing.

In addition, this blanket security interest shall include the following property of Debtor as follows:

- a. Land. Fee simple title in the real property described in Exhibit A attached hereto and made a part hereof (the "Land");
- b. Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land that may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Security Instrument;
- c. Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements");
- d. Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;
- e. Leases and Rents. All leases and other agreements affecting the use, enjoyment or occupancy of all or any part of the Land or the Improvements heretofore or hereafter entered into whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. § 101 et seq. (the "Bankruptcy Code"), as the same may be amended from time to time (the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, all guarantees, letters of credit and any other credit support given by any guarantor in connection therewith, cash or securities deposited under the Leases to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;
- f. Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, but not limited to any transfer

Page 4 of 7

made in lieu of or in anticipation of the exercise of the right of the Debtor for a change of grade, or for any other injury to or decrease in the value of the Property;

- g. Insurance Proceeds. All proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance judgments, or settlements made in lieu thereof, for damage to the Property;
- h. Tax Certiorari. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;
- i. Rights. The right, in the name and on behalf of Debtor, to commence any action or proceeding to protect the interest of Secured Party in the Property and while an Event of Default (defined in Section 10.1) remains uncured, to appear in and defend any action or proceeding brought with respect to the Property;
- j. Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, while an Event of Default remains uncured, to receive and collect any sums payable to Debtor thereunder;
- k. Intangibles. All accounts, escrows, chattel paper, claims, deposits, trade names, trademarks, service marks, logos, copyrights, goodwill, books and records and all other general intangibles specific to or used in connection with the operation of the Property, if any; and
- l. Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;
- m. Other Rights. Any and all other rights of Debtor in and to the items set forth in Subsections (a) through (l) above.

All of the forgoing estates, rights, properties and interests hereby mortgaged to the Secured Party are sometimes referred to collectively herein as the "Mortgaged Property".

- i. Those parts of the Mortgaged Property classified as personal property (including (i) fixtures to the extent they are personal property and (ii) personal property and fixtures that are leased by the Debtors, but only to the extent the Debtors can grant to the Secured Party a security interest therein without breaching the terms of such lease);



- Page 5 of 7  
8092207
- ii. All general intangibles, contract rights, accounts and proceeds arising from all insurance policies required to be maintained by the Debtors and related to the Mortgaged Property hereunder;
  - iii. All proceeds of any judgment, award or settlement in any Condemnation in connection with the Mortgaged Property, together with all general intangibles, contract rights and accounts arising therefrom;
  - iv. All permits, consents and other governmental approvals in connection with the construction of the Improvements or the operation of the Mortgaged Property, to the extent any of the same may be assigned, transferred, pledged or subjected to a security interest;
  - v. All plans and specifications, studies, tests and design materials relating to the design, construction, repair, alteration or leasing of the Mortgaged Property, to the extent any of the same may be assigned, transferred, pledged or subjected to a security interest; and
  - vi. All cash and non-cash proceeds of the above-mentioned items.

Nothing contained in this Schedule A shall limit the rights of Secured Party in and to any other collateral securing the Indebtedness which may have been, or may hereafter be, granted to Secured Party by any Debtor or any Third Party pursuant to any other Transaction Document, including, without limitation, the assets and properties described in the Mortgage and any other Security Agreement.

All capitalized terms not otherwise defined herein shall have the meanings set forth in that certain Loan and Security Agreement between Debtor and Secured Party dated December 30, 2005, as amended.

Page 6 of 7  
6092209**EXHIBIT A****Tract 1:**

Part of the East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 27, Township 15 South, Range 21 East of the 6<sup>th</sup> P.M.; more particularly described as follows: Beginning at the center of said Section 27, thence South 89 degrees 56 minutes 56 seconds West along the North line of said Section 27, a distance of 31 feet to the true point of beginning, thence South 00 degrees East parallel to the East line of said Southwest  $\frac{1}{4}$  a distance of 165 feet; thence South 89 degrees 56 minutes 56 seconds West, a distance of 291.18 feet; thence South 00 degrees East a distance of 1159.30 feet to the South line of the Northeast  $\frac{1}{4}$  of the said Southwest  $\frac{1}{4}$ ; thence South 89 degrees 57 minutes 31 second West along said South line a distance of 648.24 feet to the East line of a 10 acre tract as shown on the survey dated February 16, 1974, thence North 00 degrees 06 minutes 30 seconds East along said East line a distance of 1301.80 feet; thence North 75 degrees 04 minutes 25 seconds East a distance of 87.21 feet to the North line of said Southwest  $\frac{1}{4}$ , which is also the center line of a 60 foot road; thence North 89 degrees 56 minutes 56 seconds East along said North line a distance of 852.69 feet to the true point of beginning, Franklin County, Kansas.

Said tract also being described as: All that part of the East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 27, described as follows: Commencing at the Northeast corner of the Southwest  $\frac{1}{4}$  of said Section 27; thence North 89 degrees 45 minutes 46 seconds West along the North line of said Southwest  $\frac{1}{4}$ , a distance of 31 feet to the true point of beginning; thence South 00 degrees 04 minutes 05 seconds West, parallel to the East line of said Southwest  $\frac{1}{4}$ , a distance of 165 feet; thence North 89 degrees 45 minutes 46 seconds West parallel to the North line of said Southwest  $\frac{1}{4}$ , a distance of 291.18 feet; thence South 00 degrees 04 minutes 05 seconds West, parallel to the East line of said Southwest  $\frac{1}{4}$ , a distance of 1160.76 feet (deduced 1159.30 feet), to a point on the South line of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 27; thence South 89 degrees 57 minutes 44 seconds West along said South line a distance of 648.24 feet; thence North 00 degrees 10 minutes 35 seconds East, a distance of 1307.39 feet (deduced 1301.80 feet) to a point on the centerline of a 40 foot right of way for a county road, as established by county road Book "F" pages 325 to 330, recorded July 6, 1901; said centerline being 20 feet Southeasterly of, as measured at right angles and parallel to the Southeasterly right of way line of the A.T. & S.F. Railway Company; thence North 75 degrees 16 minutes 35 seconds East along said centerline, a distance of 83.19 feet (deduced 87.21 feet) to a point on the North line of said Southwest  $\frac{1}{4}$  thence South 89 degrees 45 minutes 46 seconds East along said North line, a distance of 856.52 feet (deduced 852.69 feet) to the point of beginning, Franklin County, Kansas, except that part thereof in county roads as established in County Road Book "B" Page 83, on November 3, 1870, and in Book "F" Pages 325 to 330 on July 6, 1901.

**Tract 2:**

Beginning at the Southeast corner of the Northwest  $\frac{1}{4}$  of Section 27, Township 15 South, Range 21 East of the 6<sup>th</sup> P.M., thence West 976 feet along the South line of said quarter section to a point on the South right of way line of the A.T. & S.F. Railroad, thence Northeasterly along the South right of way line of said railroad, to a point 264 feet East and 325 feet North of the Southeast corner of said quarter section to a point in the Northeast  $\frac{1}{4}$  of said Section 27, thence South 325 feet to a point on the South line of said Northeast  $\frac{1}{4}$ ; thence West 264 feet to the point of beginning, and being a part of the Northwest  $\frac{1}{4}$  and the Northeast  $\frac{1}{4}$  of said Section 27, Franklin County, Kansas.

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REEL: 003256 FRAME: 0985

Page 7 of 7  
6092209

Said tract being also described as all that part of the North  $\frac{1}{2}$  of said Section 27, described as follows: Beginning at the Southeast corner of the Northwest  $\frac{1}{4}$  of said Section 27 thence North 89 degrees 45 minutes 46 seconds West along the South line of said Northwest  $\frac{1}{4}$ , a distance of 964.99 feet (decided 976 feet) to a point on the Southeasterly right of way line of the A.T. & S.F. Railway Company; thence North 75 degrees 16 minutes 35 seconds East along said Southeasterly line, a distance of 1019.60 feet; thence North 75 degrees 54 minutes 26 seconds East continuing along said Southeasterly right of way line, a distance of 251.47 feet to a point 264 feet East of the West line and 325.85 feet North of the South line of the Northeast  $\frac{1}{4}$  of said Section 27, as measured parallel to said lines (decid 264 feet East and 325 feet North); thence South 00 degrees 11 minutes 00 seconds West parallel to the West line of said Northeast  $\frac{1}{4}$ , a distance of 325.85 feet to a point on the South line of said Northeast  $\frac{1}{4}$ ; thence North 89 degrees 40 minutes 39 seconds West along said South line, a distance of 264 feet to the point of beginning, Franklin County, Kansas, except the South 30 feet thereof dedicated for a county road, in Book "B" Page 83 recorded November 3, 1870.

Tract 3:

Beginning at a point on the South line of the Northeast  $\frac{1}{4}$  of Section 27, Township 15 South, Range 21 East of the 6<sup>th</sup> P.M., a distance of 264 feet East of the Southwest corner of said Northeast  $\frac{1}{4}$ ; thence North 323 feet to the South right of way line of the A.T. & S.F. Railway Co., thence North easterly along said right of way line, a distance of 2457.7 feet to the East line of said Northeast  $\frac{1}{4}$ ; thence South 895.4 feet to the East quarter corner of Section 27; thence West 2367.75 feet to the point of beginning, Franklin County, Kansas.

Tract 4:

Part of the East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and part of the North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 27, Township 15 South, Range 21 East of the 6<sup>th</sup> P.M., more particularly described as follows: Beginning at the center of Section 27, thence South 89 degrees 56 minutes 56 seconds West along the North line of said Southwest  $\frac{1}{4}$  of Section 27, 31 feet; thence South 00 degrees East parallel to the East line of said Southwest  $\frac{1}{4}$ , 165 feet; thence South 89 degrees 56 minutes 56 seconds West 291.18 feet; thence South 00 degrees East 377.67 feet; thence North 89 degrees 34 minutes 50 seconds East 792.18 feet; thence North 00 degrees East 543.44 feet to the North line of the North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of said Section 27; thence North 89 degrees 59 minutes 50 seconds West along the North line of the North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of said Section 27, 470 feet to the point of beginning, Franklin County, Kansas.

TRADEMARK

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**RON THORNBURGH**  
Secretary of State



Memorial Hall, 1st Floor  
120 S.W. 10th Avenue  
Topeka, KS 66612-1594  
(785) 296-4564

January 9, 2006

**STATE OF KANSAS**

**GOLD BANK**  
800 WEST 47TH STREET  
KANSAS CITY MO 64112

UCC 1 FILE #: 6092209 FILE DATE: 1/04/2006 LAPSE DATE: 1/04/2011  
Number of pages in this filing: 7

The following information has been entered into the uniform commercial code database in the Kansas secretary of state's office.

If you would like to make any changes to this filing you must file an amendment. The filing fee for an amendment is \$20.00 for the first 10 pages and \$1.00 for each additional page.

Secured Party

**GOLD BANK**  
800 WEST 47TH STREET  
KANSAS CITY MO 64112

Debtor

**CENTRAL FIBER CORPORATION**  
4814 FIBER LANE  
WELLSVILLE KS 66092

kld



Prescribed by  
J.KENNETH BLACKWELL, Secretary of State  
30 E. Broad Street, Lower Level  
Columbus, Ohio 43215  
Toll Free: 1-877-SOS-FILE Local: 466-3910

01/10/2006

SHUGHART, THOMSP & KILROY, P.C.  
120 WEST 12TH STREET, SUITE 1600  
ATTN: JESSICA RUTLAND, PARALEGAL  
KANSAS CITY, MO 64105

Financing Statement Number: OH00097477266

Miscellaneous Number: 0

Filing Date: 01/06/2006

Document Number: 200600901168

Order Number: 1301865118

Batch Number: 80339604

Debtor Name: CENTRAL FIBER CORPORATION

Please validate your filing on our Web site at [WWW.STATE.OH.US/SOS](http://WWW.STATE.OH.US/SOS)

TRADEMARK  
REEL: 003256 FRAME: 0988

Filed at Ohio Secretary of State 01/06/2006 09:00 AM FILE# OH00097477266

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Jessica Rutland (816) 374-0569

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Jessica Rutland, Paralegal  
Shughart, Thomson & Kiltroy, P.C.  
120 West 12th Street, Suite 1600  
Kansas City, MO 64105

RECEIVED BY  
JAN 06 2006  
Ohio Secretary of State

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Central Fiber Corporation					
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 4814 Fiber Lane		CITY Wellsville	STATE KS	POSTAL CODE 66092	COUNTRY USA
2d. TAX ID # - SSN OR EIN	ADDL. INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	2f. JURISDICTION OF ORGANIZATION Kansas	1g. ORGANIZATIONAL ID #, if any 0979468	<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID # - SSN OR EIN	ADDL. INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Gold Bank					
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 800 West 47th Street		CITY Kansas City	STATE MO	POSTAL CODE 64112	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:  
Please see Schedule A and Exhibit A, attached hereto and incorporated herein by reference.

5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING	
6. The FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS: Agent dependent			7. Check to REQUEST SEARCH REPORT (S) on Debtor(s) (if applicable) (ADDITIONAL FEE)		All Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA OH SOS							

## GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, CENTRAL FIBER CORPORATION, a Kansas corporation (the "Grantor"), having its chief executive office at 4814 Fiber Lane, Wellsville, Kansas 66091, is the owner of all right, title and interest in and to the trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith, set forth on Schedule A attached hereto;

WHEREAS, GOLD BANK, a Kansas banking corporation having its principal offices at 800 West 47<sup>th</sup> Street, Kansas City, Missouri 64112 (the "Grantee"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to assign and grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith, described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and subject to the terms and conditions of the Trademark, Patent and Copyright Security Agreement, dated as of December 30, 2005, between the Grantor and the Grantee (as amended from time to time, the "Security Agreement"), the Grantor hereby assigns and grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) all of Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "Marks") set forth on Schedule A attached hereto, (ii) all of Grantor's rights, title and interest in and to the patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement) and products of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of December 30, 2005.

**GRANTOR:**

CENTRAL FIBER CORPORATION,  
a Kansas corporation

By: Donald W. Meeker  
Name: Donald W. Meeker  
Title: President and CEO

**LENDER:**

GOLD BANK,  
a Kansas banking corporation

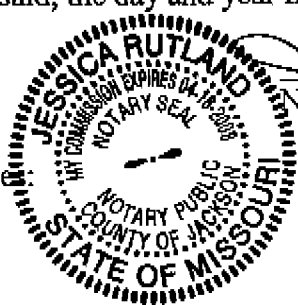
By: Mark Jannaman VP  
Name: MARK JANNAMAN  
Title: VP



STATE OF Missouri )  
COUNTY OF JACKSON )

On this 30 day of December, 2005, before me personally came Donald W. Meeker, to me known, who, being by me duly sworn did depose and say that he is the Pres./CEO of CENTRAL FIBER CORPORATION, a Kansas corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

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



Jessica Rutland  
Notary Public

My Commission Expires:

4-18-08

STATE OF Missouri )  
COUNTY OF JACKSON )

On this 30 day of December, 2005, before me personally came Mark Jannaman, to me known, who, being by me duly sworn did depose and say that he is the VP of GOLD BANK, a Kansas banking corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

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



Jessica Rutland  
Notary Public

My Commission Expires:

4-18-08

## GRANT OF SECURITY INTEREST IN COPYRIGHTS

WHEREAS, CENTRAL FIBER CORPORATION, a Kansas corporation (the "Grantor"), having its chief executive office at 4814 Fiber Lane, Wellsville, Kansas 66091, is the owner of all right, title and interest in and to the copyrights and associated copyright registrations and pending applications for registration set forth on Schedule A attached hereto;

WHEREAS, GOLD BANK, a Kansas banking corporation, having its principal offices at 800 West 47<sup>th</sup> Street, Kansas City, Missouri 64112 (the "Grantee"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's copyrights and copyright registrations and applications therefor; and

WHEREAS, the Grantor is willing to assign and grant to the Grantee a security interest in and lien upon the copyrights and copyright registrations and applications therefor described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and subject to the terms and conditions of the Trademark, Patent and Copyright Security Agreement, dated as of December 30, 2005, between the Grantor and the Grantee (as amended from time to time, the "Security Agreement"), the Grantor hereby assigns and grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to Grantor's copyrights and copyright registrations and applications more particularly set forth on Schedule A attached hereto (the "Copyrights"), together with (i) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Copyrights, and (ii) all causes of action, past, present and future, for infringement of any Copyright.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of December 30, 2005.

**GRANTOR:**

CENTRAL FIBER CORPORATION,  
a Kansas corporation

By: Donald W. Meeker  
Name: Donald W. Meeker  
Title: President and CEO

**LENDER:**

GOLD BANK,  
a Kansas banking corporation

By: Mark Jankaman, VP  
Name: MARK JANKAMAN  
Title: VP

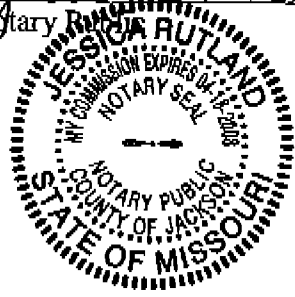
STATE OF MISSOURI )  
COUNTY OF JACKSON )

On this 30 day of December, 2005, before me personally came Donald W Meeker, to me known, who, being by me duly sworn did depose and say that he is the Pres of CENTRAL FIBER CORPORATION, a Kansas corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

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

Jessica Rutland  
Notary Public

My Commission Expires: 4-18-08



STATE OF MISSOURI )  
COUNTY OF JACKSON )

On this 30 day of December, 2005, before me personally came Mark Langman, to me known, who, being by me duly sworn did depose and say that he is the VP of GOLD BANK, a Kansas banking corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by hie order.

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

Jessica Rutland  
Notary Public

My Commission Expires: 4-18-08

