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To the Honorable Commissioner of Patents and Trademarks, I enclose herewith the attached original documents or copy thereof.

1. Name of conveying party(ies):

Long Agribusiness, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware limited liability company

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

3. Nature of conveyance:

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

Execution Date: December 18, 1998

2. Name and address of receiving party(ies)

Name: Nationsbank, N.A.
 Internal Address: Nationsbank Plaza, 13th Floor
 Street Address: 600 Peachtree Street
 City: Atlanta State: GA ZIP: 30308

- Individual(s) citizenship
- Association National Banking Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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 patent number(s):

A. Trademark Application No.(s)

75/592,831 75/592,833
 75/592,832 75/592,834

B. Trademark Registration No. (s)

1,177,981 2,026,885
 1,298,383 2,035,262

Additional numbers attached? Yes No

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

Name: A. Yates Dowell, III

Internal Address: Suite 309

01/13/1999 SBURNS 00000134 75592831

01 FC:481 40.00 OP
 02 FC:482 175.00 OP

Street Address: 1215 Jefferson Davis Hwy.

City: Arlington State: Va. ZIP: 22202

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41) \$ 285.00

Enclosed check no. 1853

Any additional fees
 Authorized to be charged to deposit account - T-2

8. Deposit account number:

04-1177

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

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

A. Yates Dowell, III
Name of Person Signing

Signature

1/7/99

Date

Total number of pages including cover sheet, attachments, and document: 13

CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT

THIS CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of the 18th day of December, 1998, between LONG AGRIBUSINESS, LLC, a Delaware limited liability company (the "Assignor"), and NATIONSBANK, N.A., as agent for the benefit of the lenders from time to time party to the hereafter defined Loan Agreement (the "Agent").

WHEREAS, the Assignor, the financial institutions from time to time party thereto (the "Lenders"), and the Agent have entered into a Loan and Security Agreement dated December 18 _____, 1998 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Lenders have agreed to make certain loans and other financial accommodations available to the Assignor (the "Loans"); and

WHEREAS, in order to induce the Agent and the Lenders to enter into the Loan Agreement and to make the Loans (as such term, and other capitalized terms used herein without definition, are defined in the Loan Agreement), the Assignor has agreed to assign to the Agent, for the ratable benefit of the Lenders, certain trademark rights as described herein.

NOW, THEREFORE, in consideration of the premises, the Assignor hereby agrees with the Agent as follows:

1. Grant of Security Interest.

To secure the complete and timely payment and performance of all Secured Obligations, the Assignor hereby grants, assigns and conveys to the Agent, for the ratable benefit of the Lenders, a security interest in the Assignor's entire world-wide right, title and interest in and to the trademarks and their respective registrations and applications for registration listed in **Schedule A** attached hereto and by reference made a part hereof, together with the goodwill of the business symbolized by the trademarks, all licenses relating thereto, and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements (all of which trademarks, trademark registrations, applications for registration, goodwill licenses, proceeds, and other rights are collectively called the "Trademarks").

2. Representations and Warranties.

The Assignor covenants and warrants that:

- (a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, in the United States of America (the "U.S.") or in any of the respective states thereof; except that no representation is made that any Trademark which is not material to the Assignor's business has not become abandoned through lack of use.
- (b) The Trademarks listed on **Schedule A** constitute all of the trademarks registered with the United States Trademark Office and all of the trademarks that are the subject of pending applications for such federal registration that are owned by Assignor;
- (c) To the best of the Assignor's knowledge and belief, each of the Trademarks registered with the United States Trademark Office is valid and enforceable in the U.S. and the respective states thereof with respect to the goods and/or services identified in the federal registration of said Trademark listed on **Schedule A**, and all claims by others to rights in the Trademarks of which the Assignor is aware, including, without limitation, licenses, are noted on **Schedule B**, attached hereto and by reference made a part hereof;
- (d) To the best of the Assignor's knowledge and belief, except as noted on **Schedule B**, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges, encumbrances, mortgages, hypothecations, pledges, liens, security interests or claims of any kind, including, without limitation, covenants by the Assignor not to sue third persons and licenses, other than Liens in favor of the Agent and Permitted Liens;
- (e) The Assignor has made all necessary applications, filings and recordations to protect and maintain its interest in the Trademarks, including, without limitation, all necessary filings and recordations in the U.S. Patent and Trademark Office;
- (f) The Assignor has the unqualified right, power and authority to execute, deliver and perform this Agreement; and
- (g) Until all of the Secured Obligations shall have been satisfied in full and the Commitments shall have been terminated, the Assignor will not enter into any agreement which is inconsistent with the Assignor's obligations under this Agreement without the Agent's prior written consent.

3. Conditional Grant of Security Interest in Additional Trademarks.

If, before the Secured Obligations shall have been satisfied in full and the Commitments shall have been terminated, the Assignor shall have or obtain ownership of any trademark, including any registration or application therefor, with respect to goods sold in the Assignor's business (the "Goods"), the provisions of Paragraph 1 shall automatically apply thereto, and also to any composite marks or other marks of Assignor which are confusingly similar to such mark, and the Assignor shall give to the Agent prompt written notice thereof. This Paragraph 3 shall not apply to trademarks which are owned by others and licensed to the Assignor. The Assignor shall perform all acts and execute all documents reasonably requested by the Agent at any time and from time to time to evidence, perfect, maintain, record and enforce the Agent's security interest in the Trademarks, including, without limitation, any trademarks falling under this Paragraph.

4. Modification of Agreement.

The Assignor authorizes the Agent to modify this Agreement by amending **Schedule A** to include any additional trademarks, registrations and applications for registration thereof which are Trademarks under Paragraph 1 or Paragraph 3 hereof, and to have this Agreement, as amended, or any other document evidencing the security interest granted therein, recorded in the United States Patent and Trademark Office at the expense of the Assignor. The representations and warranties of Assignor shall be deemed to be remade and restated by Assignor as of the date of the amendment of **Schedule A** with respect to all Trademarks listed on the amended **Schedule A** at that time.

5. Covenants of Assignor.

(a) The Assignor covenants as follows: (i) it will maintain the high standard of quality which has become associated with the Trademarks; (ii) the Agent from time to time and upon request shall have the right to inspect samples of the Goods and the premises at which the Goods are produced and records relating to the Trademarks at the premises where such records are kept; and (iii) the Agent shall have the right to prevent use of the Trademarks on Goods which are not of high quality, all so as to preserve the goodwill symbolized by the Trademarks.

(b) The Assignor further agrees that: (i) it will use and not abandon or do any act or omit to do any act that may cause or contribute to the abandonment of any Trademark, or permit the expiration of any registration of any Trademark that is material to the Assignor's business, provided that, if the Assignor determines that any Trademark, although material to the Assignor's business, should nonetheless be abandoned or a registration thereof allowed to expire, the Assignor may, if no Event of Default exists, abandon such Trademark with prior written notice to the Agent; (ii) the Assignor shall give the Agent written notice, and a complete copy, of any sublicense of any Trademark; and (iii) all uses of the

Trademarks by it or its permitted sublicensees will include such notices of registration as are required or authorized from time to time under applicable law.

(c) With respect to each Trademark, Assignor agrees to take all necessary steps, including, without limitation, in the U.S. Patent and Trademark Office or in any court, to (i) maintain each such Trademark, and (ii) pursue each such application for trademark registration, now or hereafter included in the Trademarks under this Agreement, including, without reservation, the filing of responses to office actions issued by the Patent and Trademark Office, the filing of applications for renewal, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the participation in opposition, cancellation and infringement and misappropriation proceedings and the payment of fees and taxes incurred in connection therewith. Notwithstanding the foregoing, if the Assignor determines that any such Trademark is not material to the Assignor's business, the Assignor may, with the prior written consent of the Agent, elect not to pursue any such infringement action. The Assignor agrees to take corresponding steps with respect to each new or acquired trademark, trademark registration, or application therefor covered by Paragraph 3 hereof. Any expenses incurred in connection with such activities shall be borne by the Assignor, and Assignor agrees to promptly provide Agent with written notice of any such actions or proceedings.

6. Remedies Upon Default; Power of Attorney

(a) In addition to the grant of the security interest contained in Paragraphs 1 and 3 hereof, if any Event of Default under the Loan Agreement shall have occurred, or if the Assignor fails to perform any agreement or to meet any of its obligations hereunder, upon the election of Agent, all right, title and interest in and to the Trademarks shall be automatically granted, assigned, conveyed and delivered to the Agent or its designee. The Assignor hereby irrevocably constitutes and appoints the Agent and any officer, agent or employee 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 the Assignor and in the name of the Assignor or the Agent's own name or the name of the Agent's designee, all acts of said attorney being hereby ratified and confirmed, upon the occurrence of an Event of Default: (i) to complete, date, execute and file, or cause to be filed, the Assignment attached hereto as Exhibit A and incorporated hereby by reference (the "Assignment") in the United States Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment, including, without limitation, the right (but not the obligation) to prosecute applications in the name of Assignor or Agent, and to take any other actions deemed necessary by Agent to maintain such registrations in effect; (ii) to collect proceeds from the Trademarks (including, by way of example, license royalties and proceeds of infringement suits); (iii) to convey in any transaction authorized by the Loan Agreement, any Goods covered by the registrations applicable to the Trademarks to any purchaser thereof; and (iv) to make payment or to discharge taxes or liens levied or placed upon or threatened against any goods covered by the Trademarks, the legality or validity thereof and the amounts necessary to discharge the

same to be determined by the Agent in its sole discretion, and such payments made by the Agent to become the obligations of the Assignor to the Agent, due and payable immediately without demand. Such power, being coupled with an interest, is irrevocable.

(b) The 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 Trademarks may be enforceable, and, without limiting the generality of the foregoing, the Agent may, if any Event of Default under the Loan Agreement shall have occurred, immediately, without demand or performance and without other notice (except as set forth below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds in accordance with Section 13.3 of the Loan Agreement. Notice of any sale or other disposition of the Trademarks shall be given to the Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which the Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent or any Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of the Assignor, which right is hereby waived and released. The Assignor hereby agrees to execute any documents reasonably requested by the Agent in connection with any disposition hereunder.

(c) Upon the occurrence of a sale, assignment or other disposition pursuant to the this Section 6, Assignor shall have no right, title, or interest in or to any of the Trademarks and shall cease and desist in the use of the Trademarks and of any colorable imitation thereof, and shall, upon written demand of Agent, or pursuant to the terms of the Loan Agreement, deliver to Agent all Goods bearing the Trademarks.

7. Termination of Agreement.

At such time as the Assignor shall completely satisfy all of the Secured Obligations and the Commitments shall have been terminated, the Agent shall execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Assignor title to the Trademarks and the goodwill of the business symbolized by the Trademarks, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

8. Limitation of Liability and Indemnification.

together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

14. Choice of Law.

The validity, construction and enforcement of this Agreement, and the determination of the rights and duties of the parties shall be governed by the laws of the State of Georgia regardless of any choice of law or other provision that would result in the application of the laws of any other jurisdiction.

IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal as of the day and year first above written.

LONG AGRIBUSINESS, LLC

By: Antonio M. Alvarez

Name: Antonio M. Alvarez III

Title: Manager - CEO

NATIONSBANK, N.A., as Agent

By: Scott R. McGee

Name: SCOTT R. MCGEE

Title: VICE PRESIDENT

SCHEDULE A

Listing of Trademark Registrations and Applications

<u>Description of Trademark</u>	<u>Trademark Number</u>	<u>Registered</u>
Silent Flame	R1,177,981	November 17, 1981
CORRUGLAS	R1,298,383	October 2, 1984
Stylized "LONG"	R2,026,885	December 31, 1996
Stylized "LONG"	R2,035,262	February 4, 1997

<u>Description of Application</u>	<u>Application Number</u>	<u>Application Filing Date</u>
Long Agribusiness Design	75-592832	November 20, 1998
Long Agribusiness Name & Design	75-592833	November 20, 1998
LANDTRAC	75-592831	November 20, 1998
LONGTRAC	75-592834	November 20, 1998

SCHEDULE B

Liens and Claims of Third Parties

EXHIBIT A

Assignment of Trademarks and Goodwill

THIS ASSIGNMENT dated the ___ day of _____, _____, from LONG AGRIBUSINESS, LLC, a Delaware limited liability company (the "Assignor"), to NATIONSBANK, N.A., as Agent (the "Assignee"), recites and provides:

WHEREAS, the Assignor is the owner of certain U. S. trademarks and service marks and the registrations and applications to register therefor listed in Schedule A hereto (the "Trademarks"); and

WHEREAS, the Assignee desires to obtain for the Lenders party to the _____, 1998 Loan and Security Agreement among the Assignor, the Assignee, and the lenders from time to time party thereto (the "Lenders"), all of the Assignor's right, title and interest in all such Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor hereby grants, assigns and conveys to the Assignee, its successors and assigns, the entire right, title and interest of the Assignor in and to the Trademarks, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, together with the goodwill of the business symbolized by the Trademarks. The Assignor acknowledges that it has granted the Assignee the right to secure the assets of the Assignor associated with the business symbolized by the Trademarks, under separate agreement.

The Assignor further agrees to execute such further instruments and documents and perform such further acts as the Assignee may deem necessary to secure to the Assignee the rights herein conveyed.

The Assignor warrants and represents that it is the sole owner of the interest conveyed hereunder and that such interest is not the subject of any prior transfer, assignment, lien, mortgage or other transaction which would affect the Assignor's ability to transfer such interest.

The Assignor further agrees to indemnify the Assignee and the Lenders for any breach of the above warranty.

IN WITNESS WHEREOF, the Assignor has executed this Assignment under seal as of the day and year first above written.

LONG AGRIBUSINESS, LLC

By: _____
Name: _____
Title: _____

SCHEDULE A

Listing of Trademark Registrations and Applications

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