

03-08-1999



To Commissioner of Patents and Trademarks:

100980841

ment(s) or copy(ies) thereof.

1. Name of conveying party(ies):

YAZOO POWER EQUIPMENT, L.L.C.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other (L.L.C.)

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Interest ☐ Change of Name
☐ Other

Execution Date: February 24, 1999

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

Name: HIBERNIA NATIONAL BANK

Internal Address:

Street Address: 313 Carondelet StreetCity: New Orleans, State: Louisiana ZIP: 70112

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other (U.S. National Banking Association)

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s): 602,363Additional numbers attached? No

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

Name: FOLEY & LARDNERInternal Address: Attn: Richard Linn, Esq.Street Address: 3000 K Street, N.W., Suite 500City: Washington, State: D.C. ZIP: 20007-51096. Total number of applications and registrations involved: 17. Total fee (37 C.F.R. § 3.41). \$40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: 19-0741

(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.

Richard Linn, Esq.

Name of Person Signing

Signature

Date

Total number of pages including cover sheet: 5

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information:

Commissioner and Assistant Secretary of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK
REEL: 1864 FRAME: 0833

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, **YAZOO POWER EQUIPMENT, L.L.C.**, a Delaware limited liability company ("**Borrower**"), owns the trademarks and trademark registrations listed on Schedule A attached hereto and made a part hereof (the "**Trademarks**") along with the goodwill of the business symbolized thereby, and has adopted, has used, and is using, or intends to use the Trademarks;

WHEREAS, Borrower has entered into a Commercial Security Agreement of even date (the "**Commercial Security Agreement**") in favor of **HIBERNIA NATIONAL BANK**, a national banking association organized under the laws of the United States of America ("**Lender**"); and

WHEREAS, pursuant to the Commercial Security Agreement, Borrower has assigned to Lender and mortgaged, pledged and granted to Lender a security interest in all right, title and interest of Borrower in, to and under all of Borrower's intangible personal property and rights of every nature and kind, now owned or hereafter acquired, including, without limitation, the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and all causes of action relating thereto, so as to secure the prompt and complete payment when due of its obligations and the observance by Borrower of all covenants, obligations and conditions to be performed and observed by Borrower pursuant to the Commercial Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as collateral security for the prompt and complete payment when due of its obligations and the performance and observance by Borrower of all covenants, obligations and conditions to be performed and observed by Borrower pursuant to the Commercial Security Agreement, Borrower and Lender hereby agree, as follows:

1. Borrower does hereby assign to Lender and mortgage, pledge and grant to Lender a first lien upon and security interest in all of Borrower's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the trademarks, including, without limitation, any claim by Borrower against third parties for past, present or future infringement of the Trademarks.
2. Borrower shall take all action, under both statutory and common law, which may be necessary to perfect title to the Trademarks, to maintain and/or defend the Trademarks, and/or to obtain the registrations of the Trademarks applied for, including, without limitation, the defense of any of the Trademarks, surveillance of marks owned and/or used by third parties which may be related to the Trademarks, and/or prosecuting with diligence applications for registration of the Trademarks before the U.S. Patent and Trademark Officer.
3. This Assignment of Security Interest in trademarks and the power of attorney granted in Section 10 shall terminate when the obligations secured hereby have been fully paid and performed. Upon such termination, all rights in the Trademarks granted hereunder shall be reconveyed by Lender to Borrower and Lender shall promptly execute and deliver to Borrower such documents or instruments as Borrower may reasonably request in furtherance and in evidence of such termination.

4. This Assignment of Security Interest in Trademarks shall be binding upon Borrower, its successors and assigns and shall inure to the benefit of Lender, its successors and assigns.
5. This Assignment of Security Interest in Trademarks may not be amended or modified except with the written consent of Lender and Borrower.
6. Borrower shall provide any additional documentation requested by Lender to support or confirm the security interest created under this Assignment of Security Interest in trademarks.
7. Until the occurrence and continuance of any default under the Commercial Security Agreement, Lender hereby acknowledges Borrower's exclusive right to use the Trademarks for Borrower's own benefit and account, to grant licenses and sublicenses with respect to the Trademarks and to generally deal in the ordinary course of Borrower's business with the Trademarks. The foregoing grant of authority shall not permit Borrower to take any actions prohibited hereunder.
8. Borrower shall not, without the written consent of Lender, permit the Trademarks to lapse or otherwise abandon the Trademarks.
9. In addition to the rights and remedies granted to Lender under the Commercial Security Agreement, in the event of the occurrence and during the continuance of any default, upon written notice from Lender to Borrower:
 - (a) all of Borrower's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks shall pass to Lender; and
 - (b) Lender may prepare, and Borrower shall execute, any additional documents as Lender or its counsel may deem necessary or desirable to effect passage of title of, or prove Lender's title to and ownership of, the Trademarks.
10. Borrower authorizes Lender and does hereby make, constitute and appoint Lender; and any officer or agent of Lender, with full power of substitution, as Borrower's true and lawful attorney-in-fact, with power, in its own name or in the name of Borrower, to do, at Lender's option and at Borrower's expense, at any time, or from time to time, all acts and things, and execute all documents, which Lender or its counsel deems necessary or desirable to protect, preserve and realize upon the Trademarks and Lender's security interest therein in order to effect the intent of this Assignment of Security Interest in Trademarks all as fully and effectually as Borrower might or could do; and Borrower hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the term of this Assignment of Security Interest in Trademarks and thereafter as long as any of the obligations of Borrower shall be outstanding. The rights granted to Lender under this Section 10 shall not be exercised except after the occurrence and during the continuance of any default under the Commercial Security Agreement.
11. Default in performance of any obligations or any default under the Commercial Security Agreement evidencing the obligations of Borrower is a default under this Assignment for Security. Upon default, Lender may declare all obligations immediately due and payable and has

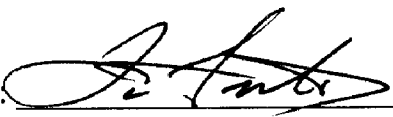
the remedies of a secured party under the Louisiana Commercial Laws - Secured Transactions (La. - R.S.10:9-101, et seq.).

12. Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the assignment, mortgage, pledge and security interest in the Trademarks made and granted hereby are more fully set forth in the Commercial Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

13. All terms defined in the Commercial Security Agreement, and not otherwise defined herein, shall have their respective meanings set forth in the Commercial Security Agreement unless the contacts requires otherwise.

IN WITNESS WHEREOF, Borrower has caused this Assignment for Security to be executed by its officer thereon to duly authorized as of the 24th day of February, 1999.

YAZOO POWER EQUIPMENT, L.L.C.

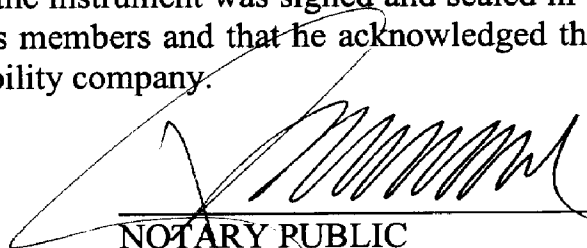
By: 
Thomas M. Lutes,
Chief Executive Officer

STATE OF LOUISIANA

COUNTY/PARISH OF ~~EFFE~~ ~~BARRE~~ ~~PARISH~~ ORLEANS

On this 24th day of February, 1999, before me appeared **Thomas M. Lutes**, to me personally known, who, being by me duly sworn did say that he is the Chief Executive Officer of **YAZOO POWER EQUIPMENT, L.L.C.**, and that the instrument was signed and sealed in behalf of the limited liability company by authority of its members and that he acknowledged the instrument to be the free act and deed of the limited liability company.

(NOTARY SEAL)



NOTARY PUBLIC
My Commission Expires: AT DEATH

EXHIBIT "A"

TRADEMARKS

1. "Yazoo" (U.S. reg. # 602,363)
2. "Yazoo" (Canada reg. # 422,406)