



Tab settings ▼

To the Honorable Commissioner of Patents

101221414

Received original document

1. Name of conveying party(ies):

Agromac International, Inc.
Highway 92 East
Gering, NE 69341

- Individual(s)
- General Partnership
- Corporation-State (Nebraska)
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: February 13, 1996

2. Name and address of receiving party(ies)

Name: Norwest Bank Minnesota,
National Association

Internal Address:
Street Address: Norwest Center
Sixth and Marquette
City: Minneapolis State: MN ZIP: 55479

- 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)

74/707,208
74/659,567
74/659,566

B. Trademark Registration No.(s)

1,080,801 691,980
1,039,545 163,714
824,661

Additional numbers attached? Yes No

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

Name: Dean P. Edmundson

Internal Address:

Suite ~~2160~~ 3220

Street Address:

1136 E. Stuart Street

City: Ft. Collins State: CO ZIP: 80525

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$ 215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

Dean P. Edmundson

Name of Person Signing

Signature

November 10, 1999

Date

Total number of pages including cover sheet, attachments, and document: 12

TRADEMARK COLLATERAL ASSIGNMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT ("Agreement") is made as of the 13th day of February, 1996, between AGROMAC INTERNATIONAL, INC., a Nebraska corporation, with its principal office at Highway 92 East, Gering, Nebraska 69341 ("Company") and NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION, a national banking association having its principal office at Norwest Center, Sixth and Marquette, Minneapolis, Minnesota 55479 ("Bank").

RECITALS

- FIRST: Company and Bank are parties to that certain Loan and Security Agreement dated ~~February~~ January 8, 1996 (the "Loan Agreement").
- SECOND: This Agreement is the Trademark Assignment referred to in the Loan Agreement.
- THIRD: In order to secure payment of and the full and complete performance of all of the Obligations, as that term is defined in the Loan Agreement, of Company to Bank, Company is executing and delivering this Agreement to the Bank. Under the Loan Agreement, Bank is granted a lien on and security interest in substantially all of Company's assets, including without limitation, the trademarks, tradenames and other rights described below.

NOW, THEREFORE, in consideration of the above Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees with Bank as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

- (a) "Event of Default" shall have the meaning ascribed to it in Section 10 herein; and
- (b) "Trademarks" shall have the meaning ascribed to it in Section 2 herein.

2. Security Interest in Trademarks. To secure the complete and timely payment of and performance of all of the Obligations, Company hereby grants, assigns and conveys to Bank a security interest in and to all of Company's trademarks and trademark registrations, now owned and hereafter acquired, including, but not limited to, the trademark registrations, both federal and state, trademark applications, common law trademark rights listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time, but only with the prior written consent of Bank), including, without limitation, all renewals thereof, all proceeds on infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the

foregoing collectively the "Trademarks") and the good will of the business to which each of the Trademarks relates. Schedule A is incorporated into and made a part of this Agreement by reference the same as if it were fully set forth herein.

3. Warranties and Representations. Company represents and warrants to Bank that:

- (a) The Company owns the Trademarks and, whether the same are registered or unregistered, no such Trademark has been adjudged invalid or unenforceable;
- (b) Each of the Trademarks is valid and enforceable;
- (c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
- (d) Company 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 and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Company not to sue third persons except for the liens granted herein;
- (e) Company has the unqualified right to enter into this Agreement and perform its terms;
- (f) Company has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and
- (g) Company has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

4. Right to Inspect. Company hereby grants to Bank and its employees and agents the right to visit Company's plants and facilities which manufacture, inspect, sell or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours at Company's expense. Company shall do any and all acts necessary to ensure Company's compliance with Section 3(g).

5. Other Agreements. Company agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Company's obligations under this Agreement, without Bank's prior written consent.

6. New Trademarks. If, before the Obligations shall have been satisfied in full, Company shall obtain rights to any new trademarks, the provisions of Section 2 shall automatically apply thereto as if the same were identified on Schedule A as of the date hereof and Company shall give Bank prompt written notice thereof.

7. Additional Documents. Company shall, upon written request of Bank, enter into such additional documents or instruments as may be required by Bank in order to effectuate, evidence or perfect the Bank's interests in the Trademarks as evidenced by this Agreement.

8. Modification for New Trademarks. Company hereby authorizes Bank to modify this Agreement by amending Schedule A to include any future Trademarks as contemplated by Sections 2 and 5 hereof and, at Bank's request, Company shall execute any documents or instruments required by Bank in order to modify this Agreement as provided in this Section 8; provided that any such modification to Schedule A shall be effective without the signature of Company.

9. Right to Use. Unless and until there shall have occurred and be continuing an Event of Default (as that term is defined in the Loan Agreement), Company shall have the exclusive, nontransferable right to use the Trademarks on and in connection with the products sold by Company, for Company's own benefit and account and for none other. Company agrees not to sell, assign, license or otherwise encumber its interest in any of the Trademarks without the prior written consent of Bank.

10. Defaults. If any Event of Default, as that term is defined in the Loan Agreement, shall have occurred and be continuing, Bank shall have, in addition to all other rights and remedies given it by this Agreement and the Loan Agreement, those allowed by law and the rights and remedies of a secured party under any and all applicable law including without limitation the Uniform Commercial Code as enacted in the applicable jurisdiction ("UCC") and federal trademark law. In addition, upon such a default, the Company shall provide to Bank any executed agreement, assignment, or other document requested by the Bank to effect a transfer or assignment of any or all of the Trademarks or title thereto to the Bank or otherwise necessary for the Bank to enforce any of its rights hereunder, under the Loan Agreement or any document or agreement executed in connection therewith and the Company shall cooperate by executing any documents or take any other actions necessary to transfer title of any Trademark and to record the same. Without limiting the generality of the foregoing, Bank may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Company, all of which are hereby expressly waived, and without

advertisement, sell at public or private sale or otherwise realize upon, in Minneapolis, Minnesota, or elsewhere, all or from time to time any of the Trademarks together with associated goodwill, or any interest which the Company may have therein, 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), Bank shall apply the residue of such proceeds against payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be distributed in accordance with the UCC. Notice of any sale or other disposition of the Trademarks shall be given to Company at least five business days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Company hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of the Note 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 Company, which right is hereby waived and released.

11. Attorneys' Fees, Costs and Expenses. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by Bank in connection with the preparation, amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Company on demand by Bank and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Loan Agreement.

12. Company's Obligations to Prosecute. Except as otherwise agreed by Bank in writing, Company shall have the duty to prosecute diligently any trademark application of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by the Company. Company shall not abandon any Trademark without the prior written consent of the Bank which consent shall not be unreasonably withheld.

13. Bank's Rights to Enforce. Company shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks. Bank shall have the right but shall have no obligation to join in any such action. Company shall promptly, upon demand, reimburse and indemnify Bank for all damages, costs and expenses, including attorneys' fees incurred by Bank in connection

with the provisions of this Section 13 in the event Bank elects to join in any such action commenced by Company.

14. Power of Attorney. After the occurrence and during the continuance of an Event of Default, Company hereby authorizes and empowers Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its exclusive discretion, as Company's true and lawful attorney-in-fact, with the power to endorse Company's name on all applications, documents, papers and instruments necessary for Bank to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any third party, or necessary for Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks together with associated goodwill to a third party or parties. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

15. Bank's Right to Perform Obligations. If Company fails to comply with any of its obligations under this Agreement, Bank may, but is not obligated to, do so in Company's name or in Bank's name, but at Company's expense, and Company hereby agrees to reimburse Bank on demand in full for all expenses, including reasonable attorneys' fees, incurred by Bank in protecting, defending and maintaining the Trademarks.

16. No Waiver. No course of dealing between Company and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder or under the Loan Agreement, or any other document executed in connection with any of the foregoing ("Documents") shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. Remedies Cumulative. All of Bank's rights and remedies with respect to the Trademarks, whether established hereby or by the Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

18. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

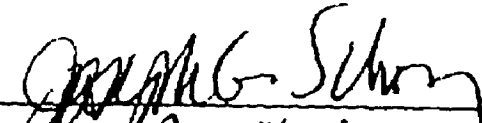
19. Modifications. This Agreement may be amended or modified only by a writing signed by the parties hereto except as provided in Section 8 above. In the event any provision herein is deemed to be inconsistent with any provision of the Loan Agreement, the provision of the Loan Agreement shall control.

20. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties except that Company may not assign any of its rights or duties hereunder without the prior written consent of Bank.

21. Governing Law/Jurisdiction. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Minnesota. Company hereby consents to the personal jurisdiction of the state and federal courts of the State of Minnesota in connection with any controversy related to this Agreement, waives any argument that venue in such forums is not convenient and agrees that any litigation initiated by Company against Bank shall be venued in the State or Federal District Courts of Minnesota.

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

AGROMAC INTERNATIONAL, INC.,
a Nebraska corporation

By: 
Its: President

SCHEDULE A
TO TRADEMARK COLLATERAL ASSIGNMENT

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
L (Stylized Letters)	1,039,545	5-18-76
LIFTAINER	691,980	1-26-60
LOCKWOOD	1,080,801	1-3-78
LOCKWOOD and Design	163,714	7-11-69
PERFECTION	824,661	2-28-67
AERO-MIST	584,520	1-12-54
ACRE SAVER	1,175,026	10-27-81
COBEY	822,614	1-24-67
JOB HANDLERS	1,022,293	Not Verified
L and Design	930,689	3-7-72
L (Stylized Letters)	920,689	9-21-71
L (Stylized Letters)	921,533	10-5-71
L (Stylized Letters)	921,474	10-5-71
L (Stylized Letters)	921,415	10-5-71
LOCK-IN-LINE (Stylized Letters)	982,511	4-23-74
LOCKOTE and Design	1,449,145	7-28-87
LOCKWOOD GRADERS and Design	509,480	5-3-49
PLANT NURSE	1,160,638	7-14-81

TRADEMARK	REG. NO.	REG. DATE
THE QUIK-DRAW 60	1,139,404	9-9-80
ZEE-LOK	1,304,829	11-13-84
L and Design	840,766	12-19-67
L. and Design	781,302	12-8-64
SHUR-RANE	306,994	10-10-33
STEEL-RANE	846,565	3-26-68

U.S. TRADEMARK APPLICATIONS

TRADEMARK	SERIAL NO.	FILING DATE
ACCUSPRAY	74/659,567	4-3-95
AIRECUP	74/707,208	7-28-95
LOCKWOOD WATER MASTER 2000	74/659,566	4-3-95
L and Design	72/236,103	1-10-66
L and Design	72/174,673	8-8-63
SHUR-RANE	71/332,187	11-16-32
STEEL-RANE	72/267,137	3-20-67

STATE TRADEMARK

TRADEMARK	REG. NO.	REG. DATE	STATE	STATUS
LOCKWOOD GRADER	6,752,489	5-26-66	Nebraska	Renewed

FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE
COBEY	Canada			154,386	12-1-67
FLEETAINER	Canada			214,445	6-25-76
JOBHANDLERS	Canada			368,165	4-23-76
LL and Design	France			1,211,314	8-13-82
LL and Design	United Kingdom			1,178,487	7-14-82
LOCKWOOD	France			1,199,944	3-30-82
LOCKWOOD	Australia	378,205	7-13-82		
LOCKWOOD	*EG			59,559	1-20-88
LOCKWOOD	Great Britain	1,178,700	7-19-82		
LOCKWOOD	Mexico			249,456	8-15-80
LOCKWOOD	*NG			42,893	5-6-88
LOCKWOOD	*SA			109/90	10-13-84
LOCKWOOD	*VE			116,415F	12-5-85
LOCKWOOD	*ZA			881/3789	7-3-91
NESTED L'S IN ENCAGEMENT WITH	*EG	59,558	9-15-81		
NESTED L'S IN ENGAGEMENT WITH	*SA	32/1402/3	10-28-81		
NESTED L'S SPACED	Australia			8,378,671	3-13-86
NESTED L'S SPACED	Brazil			810938928	11-22-83
NESTED L'S SPACED	East Germany			59,557	11-6-88
NESTED L'S SPACED	Spain			1,012,654	2-6-84

TRADEMARK	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE
NESTED L'S SPACED	Mexico			253,962	11-13-80
NESTED L'S SPACED	*NG	42,402	8-24-82		
NESTED L'S SPACED	*SA			109/91	10-13-84
NESTED L'S SPACED	*VE			115,735F	10-28-85
NESTED L'S SPACED	*ZA			81/3787	6-3-91
Nested "L's" spaced	*ZA			81/3788	6-3-91
PERFECTION	Canada			154,385	12-1-67

*Unknown Country Designation

TRADEMARK	REG. NO.	REG. DATE	SERIAL NO.	FILING DATE
JOBHANDLERS (Canada)	213,405	4-23-76	368,165	9-19-73
PLANT NURSE (Canada)			446,426	11-6-70

CLEI - 191136.1A - 21781\5

Original Cover Sheet

FORM PTO-1594 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp 4/94)
Copyright 1994 Legalsch
TM95-REV01

MRD
3-1-96

03-13-1996

SHEET

U.S. DEPAF

NLY 40⁰⁰-481
175⁰⁰-482



Tab settings

To the Honorable Commissioner

100148512

of the attached original documents or copy thereof.

1. Name of conveying party(ies):

Agromac International, Inc.
Highway 92 East
Gering, NE 69341

- Individual(s)
- General Partnership
- Corporation-State (Nebraska)
- Other

Additional names(s) of conveying party(ies) Yes No

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Sixth and Marquette
City: Minneapolis State: MN ZIP: 55479

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(Designations must be a separate document from Additional name(s) & address(es) Yes N

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74/659,566

B. Trademark Registration No.(s)

1,080,801 691,980
1,039,545 163,714
824,661

Additional numbers Yes No

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

Name: John X. Garred, Esq.
Benesch, Friedlander et al.
Internal Address: _____

Street Address: 2300 RP America Building
200 Public Square
City: Cleveland State: OH ZIP: 44114

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

8

7. Total fee (37 CFR 3.41):.....\$ 215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-2051
(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.

John X. Garred
Name of Person Signing

Signature

2/29/96
Date

Total number of pages including cover sheet, attachments, and

12

RECORDED: 11/10/1999

REEL: 1435 FRAME: 0170
TRADEMARK
REEL: 001998 FRAME: 0170