

04-27-2001



4.17.01

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other _____
- Effective Date
Month Day Year
3 7 00

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Allied Products Corporation

3 7 00

Formerly _____

852254

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Bush Hog, L.L.C.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 222 N. LaSalle Street

Address (line 2) Suite 1000

Address (line 3) Chicago

Illinois

60601

City

State/Country

Zip Code

- individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other Limited Liability Company
- Citizenship/State of Incorporation/Organization Delaware

04/27/2001 GT0N11 00000282 852254

FOR OFFICE USE ONLY

04/27/2001 GT0N11 0000104558

01 FC:481
02 FC:482

40.00 DP
50.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="852254"/>	<input type="text" value="792888"/>	<input type="text" value="936031"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Aaron Rachelson

Name of Person Signing

[Signature]

Signature

4/10/01

Date Signed

LIMITED LIABILITY COMPANY INTEREST PURCHASE

AND

ASSET CONTRIBUTION AGREEMENT

BY AND BETWEEN

ALLIED PRODUCTS CORPORATION, BUSH HOG INVESTORS, L.L.C. AND BUSH
HOG, L.L.C.

Dated as of October 21, 1999

**LIMITED LIABILITY COMPANY INTEREST PURCHASE AND ASSET
CONTRIBUTION AGREEMENT**

This Limited Liability Company Interest Purchase and Asset Contribution Agreement (the "Agreement"), dated as of October 21, 1999, is made by and between Bush Hog Investors, L.L.C., a Delaware limited liability company ("Crown"), Allied Products Corporation, a Delaware corporation ("Allied"), and Bush Hog, L.L.C., a Delaware limited liability company (the "Company").

RECITALS

A. Allied is a diversified manufacturer of agricultural and turf equipment, industrial presses and other machinery products. Allied's Bush Hog and Great Bend Manufacturing Company divisions (individually "Bush Hog" and "Great Bend", collectively, the "Divisions") are engaged in the manufacturing of agricultural implements and machinery and turf equipment, and in the manufacturing of front-end loaders, respectively (the "Business"). All undefined capitalized terms shall have the same meanings ascribed to them in Article 12.

B. Simultaneous with the Closing: (i) Allied shall sell, contribute, transfer and assign to the Company the Purchased Assets (as defined herein), subject solely to the Assumed Liabilities (as defined herein); (ii) Allied shall sell to Crown, and Crown shall purchase from Allied, eighty and one-tenth percent (80.1%) of the limited liability company interests in the Company (the "Interests"); and (iii) Crown and Allied shall enter into a Limited Liability Company Agreement for the Company in the form of Exhibit 5.3 attached hereto, all on the terms and subject to the conditions set forth herein.

C. Allied has granted a security interest (the "Bank Lien") in the Purchased Assets pursuant to the Second Amended and Restated Credit Agreement dated as of February 1, 1999 as subsequently amended (the "Credit Agreement") among Allied, LaSalle National Bank and Bank of America (collectively the "Banks"). Simultaneous with the Closing, Allied shall borrow an amount, secured by its continuing 19.9% limited liability company interest in the Company which, together with the Estimated Purchase Price to be paid at Closing, shall be sufficient to discharge all of Allied's obligations under the Credit Agreement and obtain at Closing a release of the Bank Lien.

The parties therefore agree, for good and valuable consideration, as follows:

Article 1

Purchase And Sale Transactions

1.1. Purchase and Sale Transactions.

On the terms and subject to the conditions set forth in this Agreement, Allied shall, on or contemporaneous with the Closing Date: (A) first, cause the Formation of the Company, (B) then, sell, contribute, transfer, set over, deliver and assign to the Company all of the Purchased Assets, subject only to the Assumed Liabilities and the Permitted Exceptions, lease and sublease certain of the Excluded Assets to the Company but retain all other Excluded Assets, and (C)

then, in consideration of the Purchase Price, sell and assign to Crown the Interests, free and clear of all Liens.

1.2. Excluded Assets.

Allied shall not contribute to the Company, and shall retain, the following ("Excluded Assets"):

- (a) any asset not included in the Purchased Assets;
- (b) all cash and cash equivalents of Allied (except for petty cash located at the Plants and Offices and imprest accounts) including all cash generated by the Divisions prior to the Closing;
- (c) subject to Section 5.9, all of Tracts 1, 2, 3 and 4, in Great Bend, Kansas, including the Great Bend Lake, as defined and further described in Exhibit 1.2(c) and all improvements thereon other than any Fixed Assets described in Section 12.120(a);
- (d) all rights of Allied under this Agreement; and
- (e) the names "Allied Products Corporation," "Allied" and all variations thereof or any right to use the same alone or in conjunction with other words; provided, that the Company shall be permitted to use the Allied name, to the extent such name exists on tangible items including, without limitation, finished goods, supplies, labels and sales literature transferred pursuant to this Agreement, for a commercially reasonable period, but not in excess of twelve (12) months after the Closing Date (or 60 days after the Closing Date for paper documents);
- (f) claims arising out of Excluded Assets or Excluded Liabilities;
- (g) corporate records and financial records required by law to be retained by Allied, except that copies of such records shall be included in Purchased Assets.

1.3. Assumed Liabilities.

Concurrent with the transfer of the Purchased Assets to the Company on the Closing Date, the Company shall assume, undertake or possess solely the following liabilities, commitments and obligations of the Divisions (collectively, the "Assumed Liabilities"):

- (a) for Employees hired by the Company as of the Closing, the wages, salaries and commissions payable to such Employees for the pay period which includes the Closing Date, and accrued vacation and sick pay, for such Employees, but only to the extent included in the calculation of Final Adjusted Working Capital (the "Accrued Payroll Items");
- (b) commissions payable to Sales Representatives with respect to the Accounts Receivables included in the Purchased Assets to the extent included in the calculation of Final Adjusted Working Capital ("Accrued Commissions");

12.110. "Person".

Refers to an individual, corporation, partnership, firm, joint venture, syndicate, association, trust, government, governmental agency or board or commission or authority or any other form of entity or organization.

12.111. "Personal Property Existing Liens".

Refers only to those certain Existing Liens described on Schedule 2.9.

12.112. "Personal Property Permitted Exceptions".

Refers only to those certain Personal Property Existing Liens described on Schedule 2.14.

12.113. "Plants".

Refers to the Divisions' manufacturing facilities and offices in Great Bend, Kansas, Selma, Alabama, and Opp, Alabama.

12.114. "Post-Closing Claims".

Refers to those claims brought against Allied and/or the Divisions subsequent to the Closing Date.

12.115. "Pre-Acquisition Liabilities".

Has the meaning set forth in Section 1.3(h).

12.116. "Prepays".

Refers to the security deposits and prepaid expenses relating to the Divisions.

12.117. "Product".

Refers to any product, substance or material manufactured, distributed or sold by or on behalf of the Divisions or their predecessors.

12.118. "Purchase Price".

Has the meaning set forth in Section 1.5(a).

12.119. "Purchase Price Allocation Schedule"

Has the meaning set forth in Section 1.5(d).

12.120. "Purchased Assets".

Refers to all of the assets and rights of every type or description whatsoever which are primarily used by, or useful in, the business, affairs or operations as a going concern of the

Divisions as of Closing, including without limitation, information and tangible assets located at the Chicago Office, free and clear of all liens, security interests, prior claims, charges, pledges, encumbrances, claims and equities of every kind except for the Permitted Exceptions, subject to the Assumed Liabilities including, without limitation, the following set forth in clauses (a) through (f) below, but excluding the Excluded Assets.

(a) Fixed Assets. All fixed tangible personal and moveable property of every type or description used in connection with the Divisions, wherever located, and owned, used or leased on the Closing Date, including without limitation, all machinery, equipment, furniture, fixtures, tools, dies, patterns, molds, vehicles, facilities, improvements, computer hardware and all spare parts, accessories and supplies related thereto ("Fixed Assets"), including, without limitation, the Fixed Assets identified on Schedule 12.120(a) attached hereto and made a part hereof.

(b) Real Property. All real or immovable property and fixtures of every type or description, whether freehold or leasehold, used in connection with the Divisions and owned now or on the Closing Date, including without limitation the Plants and Offices and such other Owned Real Property identified on Schedule 12.120(b) attached hereto and made a part hereof, including without limitation all improvements, fixtures, options and rights and all other appurtenances thereto and rights in respect thereof.

(c) Leases, Contracts, Options and Other Obligations. All leases, contracts, agreements, options, manufacturer's warranties, securities in other businesses which are useful in or related to the Divisions and other rights related to the Divisions existing on the date hereof, other than the office lease for the Chicago Office ("Contracts"), as set forth on Schedule 12.120(c) attached hereto and made a part hereof, except for Contracts with Allied or Affiliates unless agreed to in writing by Crown. To the extent that Allied enters into additional leases, contracts and agreements between the date hereof and the Closing, which additional leases, contracts and agreements are entered into in the ordinary course of business and in accordance with Section 4.2(c) hereof, Allied will update such Schedule and such additional leases, contracts and agreements shall also be included within the definition of Contracts.

(d) Licenses and Certificates. To the extent transferable, all authorizations, grants, permits and other licenses, including, without limitation, all licenses and certificates from the federal, state and local authorities issued in connection with, or used by, the Divisions ("Licenses"), including, without limitation, the Licenses identified on Schedule 12.120(d) attached hereto and made a part hereof.

(e) Current Assets. All current assets relating to the Divisions of every type or description. Prepaids (to the extent specifically agreed to be purchased by Crown), the Accounts Receivable, and all new and used inventories (including raw materials, work-in-process and finished goods) and samples, supplies and spare parts related thereto of all products sold by the Divisions whether at the Plant, Office, outside warehouses or in transit thereto or therefrom (the "Inventory").

(f) Other Assets and Rights. All other personal property of every type or description used in the Divisions, whether tangible or intangible, including, without limitation, computer software (including source and object codes), accounting data, trade secrets, catalogues, customer lists, mailing lists, supplier lists, all rights under life insurance policies, all of Allied's rights to indemnification against Great Bend and Universal Turf pursuant to the respective purchase agreements thereto, the trademarks "Bush Hog" and "Great Bend", associated logos, and the goodwill associated therewith, and all other Intellectual Property Rights, rights under acquisition agreements whereby Allied and/or Affiliates acquired the Assets, rights under any pending lawsuits or claims, books and records (including such books and records as are contained in computerized storage media), and including books and records related to Inventory, purchasing, accounting, sales, research, engineering, manufacturing, maintenance, repairs, marketing, banking, Intellectual Property, the Non-Competition Agreement referred to in Section 5.1, shipping records, personnel files for all active employees and all files, records, literature and correspondence (provided, however, that Allied shall be entitled to make and retain copies of such books and records to the extent they relate to Excluded Assets or Excluded Liabilities), and other tangible and intangible property, including goodwill and covenants not to compete, rights of setoff and rights of recoupment of the Divisions and of causes of action against third parties as of the Closing Date, and all rights of Allied under any property, casualty, workers' compensation or other insurance policy or related insurance services contract which are part of the Contracts.

12.121. "Real Estate Existing Liens".

Refers only to those certain Existing Liens described on Schedule 2.10(a), paragraph 3.

12.122. "Real Estate Permitted Exceptions".

Refers only to those certain Real Estate Existing Liens described on Schedule 2.10(a), paragraph 4.

12.123. "R&D Lease".

Has the meaning set forth in Section 1.7(a)(xv).

12.124. "Recalls".

Refers to, collectively, Product recalls, reworks, retrofits and post-sale warnings.

12.125. "Remediation Costs".

Refers to the costs of any remedial actions reasonably necessary to comply with the Environmental Health and Safety Laws.

12.126. "Sales Representatives".

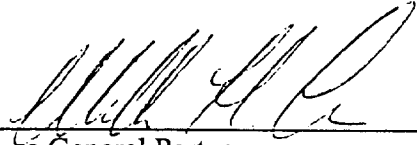
Has the meaning set forth in Section 2.31.

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

CROWN:

BUSH HOG INVESTORS, L.L.C., a Delaware limited liability company

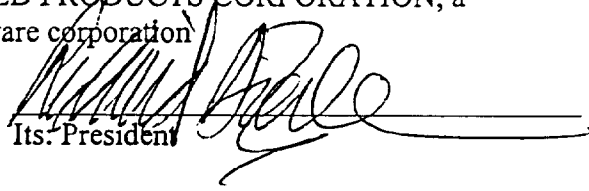
By: Henry Crown and Company (Not Incorporated), an Illinois limited partnership, its manager

By: 
a General Partner

ALLIED:

ALLIED PRODUCTS CORPORATION, a Delaware corporation

By:


Its: President

COMPANY:

BUSH HOG, L.L.C., a Delaware limited liability company

By: Allied Products Corporation

Its: Manager

By: 
Its: President