

08-28-2001

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



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

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bush Hog, L.L.C.

08/21/01

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company
- 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: 08/15/2001

2. Name and address of receiving party(ies)

Name: Brigham Brothers, Inc.

Internal

Address: _____

Street Address: 705 East Slaton Road

City: Lubbock State: Texas Zip: 79452

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Texas
- 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

0852254
1310794
0936031

Additional number(s) attached Yes No

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

Name: Steven P. Oates

Internal Address: Sutkowski & Washkuhn LTD

Street Address: 124 Southwest Adams Street

Suite 560

City: Peoria State: Illinois Zip: 61602

6. Total number of applications and registrations involved: _____

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- 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.

Steven P. Oates

Name of Person Signing

Steven Oates

Signature

August 15, 2001

Date

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

4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

08/27/2001 6TON11 00000094 0852254

01 FC:481 40.00 DP
02 FC:482 50.00 DP

TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, Bush Hog, L.L.C., a Delaware limited liability company, having a place of business at 222 North LaSalle Street, Chicago, Illinois 60601 (hereinafter "BUSH HOG"), is the owner of the trademarks and U.S. trademark registrations listed on Attachment A (hereinafter the trademarks and registrations are referred to collectively as "The Marks").

WHEREAS, Bigham Brothers, Inc., a corporation of Texas, of 705 East Slaton Road, Lubbock, Texas 79452 (hereinafter "BIGHAM"), is desirous of acquiring The Marks and being formally recognized as the legal owner of The Marks.

WHEREAS, it is desired that BUSH HOG retain the right to use certain of The Marks, namely LILLISTON and "L" Logo (hereinafter "Licensed Marks"), on peanut combines and components and repair parts for peanut combines (hereinafter "The Field") under license from BIGHAM.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, it is hereby agreed:

1. BUSH HOG hereby assigns unto BIGHAM all of its right, title and interest in and to The Marks, together with the goodwill of the business in connection with which The Marks have been used.
2. BIGHAM hereby grants to BUSH HOG an exclusive, royalty-free license under only the Licensed Marks within and only within The Field, with right of sublicense within and only within The Field.
3. BUSH HOG acknowledges the ownership of The Marks in BIGHAM, agrees it will do nothing inconsistent with such ownership, and agrees that all use of the Licensed Marks

by BUSH HOG shall inure to the benefit of BIGHAM for so long as ownership of the Licensed Marks is in BIGHAM.


4. BUSH HOG agrees that the nature and quality of all products manufactured, distributed and/or sold by it under the Licensed Marks within The Field shall be in accordance with standards and specifications of its products within The Field, and BUSH HOG agrees to cooperate with BIGHAM if needed to facilitate control of such nature and quality of these products.

5. The license grant hereunder: (a) shall survive any sale, acquisition, divesture, change of ownership or reorganization of BIGHAM; and (b) shall be fully transferrable by BUSH HOG with the business of BUSH HOG in The Field.

6. In the event of the cessation of the business in respect of which The Marks are used by BIGHAM or its successors, or in the event The Marks otherwise cease to be so used, then BIGHAM or any such successor agrees to assign The Marks back to BUSH HOG or its successor, upon the specific request of BUSH HOG or its successor, including executing documents needed to effect and record such assignment.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the latest date below written.

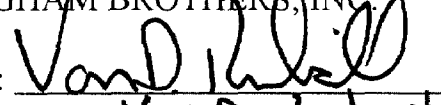
BUSH HOG, L.L.C.

By: 

Name: Bobby Middlebrooks
Title: President

Date: 4/23/01

BIGHAM BROTHERS, INC

By: 

Name: Von D. Kimball
Title: PRES.

Date: 5/24/01

ATTACHMENT A

U.S. Registration No. 1,310,794 - LILLISTON

U.S. Registration No. 936,031 - "L" Logo

U.S. Registration No. 852,254 - ROLLING CULTIVATOR