

01-11-2002



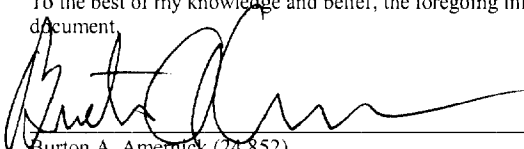
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Form PTO-1595
1-31-92

U.S. Department of Commerce
Patent and Trademark Office

To the Commissioner for Trademarks, please record.

101940849
... and documents or copy thereof

<p>1. Name of conveying party(ies): Finn Corporation</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> Gen'l Partnership <input type="checkbox"/> Ltd. Partnership <input checked="" type="checkbox"/> Corporation-State Ohio <input type="checkbox"/> Other _____</p> <p>Addit'l name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <u>Fifth Third Bank</u> Street Address: <u>38 Fountain Square Plaza</u> City: <u>Cincinnati</u>, State: <u>OH</u> Zip: <u>45263</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other Banking Corporation - Ohio</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from Assignment)</p> <p>Addit'l name(s) & address(es) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of name <input checked="" type="checkbox"/> Other Amendment to Mortgage of Intellectual Property</p> <p>Execution date: 11/5/01</p>	<p>4. Application number(s) or registration no(s):</p> <p>A. TM Appln No.(s) _____ B. TM Reg. No.(s) <u>1,176,903, 1,010,331, 1,059,012</u></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No.</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Burton A. Amernick Connolly Bove Lodge & Hutz Suite 800 1990 M Street, N.W. Washington, D.C. 20036-3425</p>	<p>6. Total Number of applns and regs. involved [3]</p> <p>7. Total fee (37 C.F.R. 3.41)... <u>\$90.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account No. 22-0185 <input checked="" type="checkbox"/> Charge deficiencies/credit overpayments to Deposit Account 22-0185</p> <p>8. Deposit Account No. 22-0185</p>
<p>DO NOT USE THIS SPACE</p>	
<p>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.</p> <p> _____ Date: <u>1-4-02</u></p> <p>Burton A. Amernick (24,852)</p> <p style="text-align: right;">Total number of pages including cover sheet: [4]</p>	
<p>Do not detach this portion</p> <p>Mail documents to be recorded with required cover sheet information to:</p> <p>Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 20231</p> <p>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 to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.</p>	

01/11/2002 00000021 220185 1176903
01 FC:481 40.00 CH
02 FC:482 50.00 CH

TRADEMARK
REEL: 002419 FRAME: 0922

AMENDMENT TO MORTGAGE OF INTELLECTUAL PROPERTY

THIS AMENDMENT TO MORTGAGE OF INTELLECTUAL PROPERTY (this "Amendment") is entered into as of the 5th day of November, 2001 by and between FINN CORPORATION, an Ohio corporation having its principal office and place of business at 9281 Le Saint Drive, Fairfield, Ohio 45014 ("Mortgagor"), and Fifth Third Bank, an Ohio Banking Corporation whose address is 38 Fountain Square Plaza, Cincinnati, Ohio 45263 ("Mortgagee"), under the following circumstances:

WITNESSETH:

WHEREAS, Mortgagor and Mortgagee executed that certain Mortgage of Intellectual Property dated March 8, 2001 (the "Mortgage"), which mortgage was recorded at Reel 002307/Frame 0279 of the United States Patent and Trademark Office; and

WHEREAS, the parties wish to amend said Mortgage to include the Patents, Trademarks and Copyrights (as same are defined in the Mortgage) set forth on Schedule A attached hereto;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. Amendment. The Mortgage, and Exhibits A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E thereto are hereby amended to include the additional Patents, Trademarks, and Copyrights set forth on Schedule A attached hereto, used in the United States and elsewhere, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present, and future infringements thereof, (d) all rights corresponding thereto throughout the world, and (e) all license agreements in connection with any of the foregoing. All terms and conditions of the Mortgage shall apply to the additional Patents, Trademarks, and Copyrights set forth on Schedule A attached hereto.

2. No Other Change. All other terms and conditions of the Mortgage shall continue in full force and effect, without change.

3. Binding Effect; Benefits. This Mortgage shall be binding upon Mortgagor and its successors and assigns, and shall inure to the benefit of Mortgagee and its successors and assigns.

4. Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Ohio.

5. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

(Signature page to the Amendment to Mortgage of Intellectual Property)

IN WITNESS WHEREOF, Mortgagor, by its duly authorized officer, has executed this Mortgage as of the date first written above.

FINN CORPORATION

By: David Nelson
Name: DAVID J. NELSON
Title: President & CEO

STATE OF OHIO)
COUNTY OF Butler) SS:

The foregoing Mortgage of Intellectual Property was acknowledged before me this 5th day of November, 2001, by David J. Nelson, the President + CEO of Finn Corporation, an Ohio corporation, on behalf of the corporation.

Lois Ghering Ide
Notary Public
LOIS GHERING IDE
Notary Public, State of Ohio
My Commission Expires May 22, 2002

Accepted at Cincinnati, Ohio
as of November 5, 2001:

FIFTH THIRD BANK
By: John R. Love, Sr.
Name: JOHN R. LOVE, SR.
Title: ASSISTANT VICE PRESIDENT

EXHIBIT A TO AMENDMENT TO MORTGAGE OF INTELLECTUAL PROPERTY

1. Patents.

Description	Registration/ Application No.	Registration/ Application Date
Hydraulic System	01/07072 PTC	
Discharge Apparatus Adapted to Distribute Material	01/17173 PTC	
Skid Loader	2001-16930 Japan	
Skid Loader	2001-16984 Japan	
Skid Loader	2001-16985 Japan	
Skid Loader	2001-16986 Japan	
Skid Loader	2001-16987 Japan	
Skid Loader	2001-16988 Japan	
Hydraulic Apparatus For Vehicles	60/306987	

2. Trademarks.

FINN & Design	1,176,903	Nov. 10,1981
KRIMPER	1,010,331	Abandoned
LAWN FEEDER	1,059,012	Abandoned