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R 101981484 TRADEMARKS OFFICE

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

Tab settings

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

1. Name of conveying party(ies):

LONG AGRIBUSINESS, LLC

1-28-02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: July 26, 2001

2. Name and address of receiving party(ies)

Name: Textron Financial Corporation

Internal

Address:

Street Address: 4550 North Point Parkway

City: Alpharetta State: GA Zip: 30022

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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)

75592832 75592833

B. Trademark Registration No.(s)

1177981 2026885 2394162 1298383 2035262 2394163

Additional number(s) attached Yes No

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

Name: Deborah L. Scudder

Internal Address: Carruthers & Roth, P.A.

Street Address: 235 N. Edgeworth Street

City: Greensboro State: NC Zip: 27401

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 Document ID #101802401

8. Deposit account number:

Check previously submitted. See attached cover sheet previously submitted

(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.

CARRUTHERS & ROTH, P.A.

Deborah L. Scudder

By: [Signature]

October 23, 2001

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 5

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

TRADEMARK REEL: 002442 FRAME: 0293

# TRADEMARK SECURITY AGREEMENT

## (TRADEMARKS, TRADEMARK REGISTRATIONS, AND TRADEMARK APPLICATIONS)

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 26th day of July, 2001, between LONG AGRIBUSINESS, LLC, a Delaware limited liability company ("Grantor"), and TEXTRON FINANCIAL CORPORATION, a Delaware corporation ("Lender").

### RECITALS

A. Grantor owns the trademarks, trademark registrations and trademark applications listed on Schedule 1 annexed hereto (collectively, the "Trademarks").

B. Grantor and Lender are parties to that certain Loan and Security Agreement dated as of July 26, 2001 (as the same may be amended, restated, replaced or otherwise modified from time to time, the "Loan Agreement").

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including, without limitation, all right, title and interest of Grantor in, to and under all of Grantor's trademarks, trademark registrations and trademark applications, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by such trademarks, trademark registrations and trademark applications, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the Obligations owing by Grantor under the Loan Agreement;

D. As a condition precedent to the effectiveness of the Loan Agreement, Grantor is required to execute and deliver this Agreement.

E. Grantor acknowledges and agrees that the parties intend that this Agreement and the collateral furnished hereunder shall secure the Obligations of Grantor as defined in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each trademark, trademark registration and trademark application, including, without limitation, the Trademarks referred to in Schedule 1 annexed hereto;

(ii) all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application; and

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any of the Trademark Collateral, including, without limitation, the Trademarks referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any of the Trademark Collateral.

This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the duly authorized officers of Grantor have executed this Trademark Security Agreement as of the 26th day of July, 2001.

LONG AGRIBUSINESS, LLC,  
as Grantor

By: Andrew Bodane  
Name: Andrew Bodane  
Title: VP

STATE OF GEORGIA                        )  
                                                  )  
COUNTY OF Fulton                    )

ss.

On this 26th day of July, 2001, before me, the undersigned, a Notary Public in and for said County and State, came Andrew Bodane, the Vice-President of LONG AGRIBUSINESS, LLC, a Delaware limited liability company, who is personally known to me to be the same person who executed, as an officer, the within instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

Vicki L. Heller  
Notary Public in and for said County and State  
Type or Print name: Vicki L. Heller

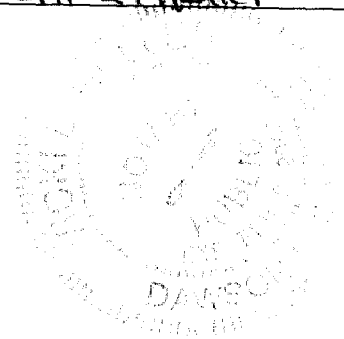
My Commission Expires:

2-2-04

Acknowledged:

TEXTRON FINANCIAL CORPORATION,  
as Lender

By: Jerrold K. Brown  
Name: JERROLD K. BROWN  
Title: Vice President



**SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

Trademarks, Trademark Registrations  
and Trademark Applications

<u>Description</u>	<u>Number</u>	<u>Registration Date</u>
Silent Flame	R1,177,981	November 17, 1981
CORRUGLASS	R1,298,383	October 2, 1984
Long (Stylized)	R2,026,885	December 31, 1996
Long (Stylized)	R2,035,262	February 4, 1997
LANDTRAC	R2,394,162	October 10, 2000
LONGTRAC	R2,394,163	October 10, 2000
LA (Leaf)	75592832	Pending
LA Long Agribusiness	75592833	Pending