

03-15-2002

TRADEMARK



102017693

3.1.02

REGISTRATION 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
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

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

Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

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

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.)

03/14/2002 DBYRNE 00000173 76171427

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 550.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002461 FRAME: 0434

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" value="76/171,427"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="887,348"/>	<input type="text" value="887,349"/>	<input type="text" value="904,134"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,005,224"/>	<input type="text" value="1,062,614"/>	<input type="text" value="1,100,000"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,120,449"/>	<input type="text" value="1,347,204"/>	<input type="text" value="1,357,614"/>

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.

Name of Person Signing Signature Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

Trademark Applications 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"/>
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<input type="text" value="1,620,808"/>	<input type="text" value="1,648,644"/>	<input type="text" value="1,680,957"/>
<input type="text" value="1,725,058"/>	<input type="text" value="1,810,444"/>	<input type="text" value="1,953,703"/>
<input type="text" value="2,077,974"/>	<input type="text" value="2,079,852"/>	<input type="text" value="2,117,912"/>
<input type="text" value="2,136,870"/>	<input type="text" value="2,137,313"/>	<input type="text" value="2,471,354"/>
<input type="text" value="2,471,355"/>	<input type="text"/>	<input type="text"/>
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**Behlen/LaSalle Grant of Security Interest in Trademarks and Patents
Conveying Parties (continued)**

Conveying Party	Execution Date	Corporation	Citizen/State of Incorporation
Behlen International, Inc.	11/30/2001	X	Barbados
Behlen Engineered Plastic, Inc. (formerly Agri-Engineering, Inc.)	11/30/2001	X	Indiana
Behlen Asia, Inc.	11/30/2001	X	Nebraska
Inland Southern Corporation	11/30/2001	X	Alabama

GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, BEHLEN MFG. CO., a Nebraska corporation, BMC TRANSPORTATION COMPANY, a Nebraska corporation, BEHLEN INTERNATIONAL, INC., a Barbados corporation, BEHLEN ENGINEERED PLASTICS, INC. [formerly AGRI-ENGINEERING, INC.], an Indiana corporation, BEHLEN ASIA, INC., a Nebraska corporation and INLAND SOUTHERN CORPORATION, an Alabama corporation (collectively, the "Grantor") is the owner of all right, title and interest in and to the trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith, set forth on Schedule A attached hereto;

WHEREAS, LASALLE BUSINESS CREDIT, INC., a Delaware corporation, having its principal offices at 135 South LaSalle Street, Suite 400, Chicago, Illinois 60603 (the "Grantee"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to assign and grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith, described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and subject to the terms and conditions of the Trademark, Patent and Copyright Security Agreement, dated as of November 30, 2001, between the Grantor and the Grantee (as amended from time to time, the "Security Agreement"), the Grantor hereby assigns and grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) all of Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "Marks") set forth on Schedule A attached hereto, (ii) all of Grantor's rights, title and interest in and to the patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement) and products of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 30 day of November, 2001.

GRANTOR:

BEHLEN MFG. CO.

By: *Raimondo*
Name: RAIMONDO
Title: CEO

GRANTOR:

BMC TRANSPORTATION COMPANY

By: *Raimondo*
Name: RAIMONDO
Title: CEO

GRANTOR:

BEHLEN INTERNATIONAL, INC.

By: *Thomas Burton*
Name: THOMAS BURTON
Title: VP

GRANTOR:

BEHLEN ENGINEERED PLASTICS, INC.
[formerly AGRI-ENGINEERING, INC.]

By: *Raimondo*
Name: RAIMONDO
Title: CEO

GRANTOR:

BEHLEN ASIA, INC.

By: *Raimondo*
Name: RAIMONDO
Title: CEO

GRANTOR:

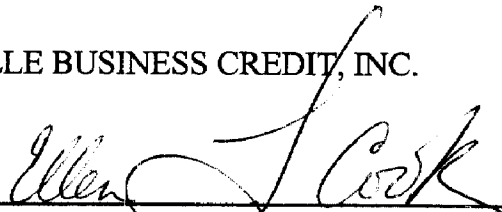
INLAND SOUTHERN CORPORATION

By: *Raimondo*
Name: RAIMONDO
Title: CEO

LENDER:

LASALLE BUSINESS CREDIT, INC.

By: _____



Name: _____

ELLEN T. COOK

Title: _____

V.P. PRESIDENT

BEHLEN MFG. CO.
TRADEMARKS
 (As of 11/26/2001)

The following is an overview of the trademarks which are or have been registered by BEHLEN MFG. CO., including marks which have been discontinued by BEHLEN.

Current Registered Trademarks
 (Marks which are shown as currently registered or applied for by BEHLEN with PTO)

Trademark Name	Registration Number	Date of Registration	Section 8 & 15 Affidavits	Next Renewal Date	Status/Comment	Holder
Behlen	887,348	03/10/70	Completed	03/10/10	Docket next renewal	BMFG
Behlen Logo	887,349	03/10/70	Completed	03/10/10	Docket next renewal	BMFG
Behlen Country Logo	Serial No. 76/171,427				Filed 11-27-2000; Second filing complete	BMFG
F and Design (Class 12)	904,134	12/15/70	Completed	12/15/10	Docket next renewal	BMFG
Stock Guard	1,005,224	02/25/75	Completed	02/25/05	Docket next renewal	BMFG
Agster and Design ¹	1,062,614	04/03/77	Completed	04/03/07	Docket next renewal	BMFG
Curvet	1,100,000	08/22/78	Completed	08/22/08	Docket next renewal	BMFG
Berico	1,120,449	06/19/79	Completed	06/19/09	Docket next renewal	BMFG
Nek-Stender	1,347,204	07/09/85	Completed	07/09/05	Docket next renewal	BMFG
Big Valley V and Design	1,367,614	09/03/85	Completed	09/03/05	Docket next renewal	BMFG
Bull Master	1,620,608	11/06/90	Completed	11/06/10	Docket next renewal	BMFG
Inland Building and Design	1,648,644	08/25/91	Completed	06/25/11	Docket next renewal	ISO
Inland Buildings and Design	1,680,957	03/31/92	Completed	03/31/02	Docket next renewal	ISO
WasteWatcher ¹	1,725,058	10/20/92	Completed	10/20/02	Docket next renewal	BMFG
Pole Enforcer	1,810,444	12/14/93	Completed	12/14/03	Docket renewal & 8	BMFG
Easy-Wheeler	1,953,703	01/30/96	Filed	01/30/06	Docket 8 & 15	BEP
Polyruff	2,077,974	07/08/97	Must file before 07/08/03	07/08/07	Docket 8 & 15	BMFG
Behlen Edge	2,079,852	07/15/97	Must file before 07/15/03	07/15/07	Docket 8 & 15	BMFG
Freedom Fountain	2,117,912	12/02/97	Must file before 12/02/03	12/02/07	Docket 8 & 15	BMFG
Farmaster	2,136,870	02/17/98	Must file before 02/17/04	02/17/08	Docket 8 & 15	BMFG
Ranch Master	2,137,313	02/17/98	Must file before 02/17/04	02/17/08	Docket 8 & 15	BMFG
Behlen	2,471,354	07/24/01	Must file before 07/24/07	07/24/11	Docket 8 & 15	BMFG
Behlen Logo	2,471,355	07/24/01	Must file before 07/24/07	07/24/11	Docket 8 & 15	BMFG

TRADEMARK