


<b>RECORDATION FORM COVER SHEET</b>		Docket No.:
<b>TRADEMARKS ONLY</b>		299/00917
▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼		
Form PTO-1584 (Modified) (Rev. 8/93) OMB No. 0651-0011 (exp. 4/94) Copyright 1994-S/ LegalStar TM05/REV03 Tab settings → → → →		
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
<p>1. Name of conveying party(ies): <u>Albaugh, Inc.</u></p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-Iowa  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance:  <input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>January 24, 2003</u></p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>U.S. Bank National Association</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>721 Locust Street</u></p> <p>City: <u>St. Louis</u>      State: <u>MO</u>      ZIP: <u>63101</u></p> <p><input type="checkbox"/> Individual(a) 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 <u>National Banking Association</u></p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached:    <input type="checkbox"/> Yes    <input type="checkbox"/> No (Designations must be a separate document from Assignment)</small></p> <p>Additional name(s) &amp; address(es) attached?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>	
<p>4. Application number(s) or patent number(s):</p> <p>A. Trademark Application No.(s)  <u>78/088,462; 78/110,821; 78/130,465; 78/183,343;</u>  <u>78/183,347; 78/183,346; 78/187,577; 78/187,571;</u>  <u>78/040,750; 78/040,751; 78/040,752</u></p> <p style="text-align: right;"><small>Additional numbers attached?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</small></p>	<p>B. Trademark Registration No.(s)  <u>2,372,624; 2,458,523; 1,373,370; 745,634; 2,476,540;</u>  <u>2,493,269; 2,574,381; 2,574,380; 2,579,851</u></p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Kay R. Sherman</u></p> <p>Internal Address: <u>Thompson Coburn LLP</u></p> <p>Street Address: <u>One US Bank Plaza</u></p> <p>City: <u>St. Louis</u>      State: <u>MO</u>      ZIP: <u>63101</u></p>	<p>6. Total number of application and registrations involved:..... <span style="border: 1px solid black; padding: 2px;">20</span></p> <p>7. Total fee (37 CFR 3.41):..... \$ <u>\$515.00</u></p> <p><input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:  <u>20-0823</u></p>	
DO NOT USE THIS SPACE		
<p>9. Statement and signature.  <i>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.</i></p> <p style="text-align: center;"> <span style="margin-right: 150px;"><u>Kay R. Sherman</u> Name of Person Signing</span> <span style="margin-right: 100px;"> Signature</span> <span><u>February 4, 2003</u> Date</span> </p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and documents: <span style="border: 1px solid black; padding: 2px;">16</span></p>		

AMENDED AND RESTATED  
PATENT, TRADEMARK AND LICENSE  
SECURITY AGREEMENT

THIS AMENDED AND RESTATED PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement") is made and entered into this 24<sup>th</sup> day of January, 2003, by ALBAUGH, INC., an Iowa corporation ("Borrower"), in favor of U.S. BANK NATIONAL ASSOCIATION, as agent (in such capacity, the "Agent") for the Lenders from time to time party to that certain Second Amended and Restated Revolving Credit and Term Loan Agreement dated as of the date hereof by and among Borrower, D.A., International, a Cayman exempt company organized under the laws of the Cayman Islands ("DAI"), the Lenders from time to time party thereto (collectively, the "Lenders"), and Agent, as the same may from time to time be amended, modified, extended, renewed or restated (the "Loan Agreement"); all capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Loan Agreement).

WITNESSETH:

WHEREAS, Borrower and Agent are parties to that certain Patent and Trademark Collateral Assignment and Security Agreement dated as of December 23, 1996 (the "Original Security Agreement"); and

WHEREAS, Borrower and Agent desire to amend, restate and continue the Original Security Agreement in the manner hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Agent hereby amend, restate and continue the Original Security Agreement so that as so amended, restated and continued it reads in its entirety as follows:

WHEREAS, as a condition precedent to the Agent and the Lenders entering into the Loan Agreement, the Agent and the Lenders have required that Borrower execute and deliver this Agreement to the Agent for the ratable benefit of the Lenders; and

WHEREAS, in order to induce the Agent and the Lenders to enter into the Loan Agreement, Borrower has agreed to execute and deliver this Agreement to the Agent for the ratable benefit of the Lenders;

WHEREAS, this Agreement is being executed in connection with and in addition to the Amended and Restated Security Agreement under which Borrower has granted to the Agent for the ratable benefit of the Lenders a lien on and security interest in, among other things, all accounts, inventory, general intangibles, machinery, equipment, books, records, goodwill and all rights under the laws of the United States of America to any and all patents and trademarks now owned or hereafter acquired by Borrower and all proceeds thereof;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby covenants and agrees with the Agent as follows:

1. Grant of Security Interest. For value received, Borrower hereby grants to the Agent for the ratable benefit of the Lenders a security interest in and lien on, all of Borrower's right, title and

interest in, to and under the following described property, whether now owned and existing or hereafter created, acquired or arising:

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and application listed on Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names as any and all such rights of Borrower now or hereafter exist under the laws of the United States of America, including, without limitation, common law rights and each mark and application under the laws of the United States of America listed on Schedules C and D, respectively, attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) the license(s) of any Patents or Trademarks under the laws of the United States of America listed on Schedule E attached hereto and incorporated herein by reference and all other license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks issued under the laws of the United States of America or any other patent, trademark, service mark or any application or registration thereof under the laws of the United States of America or any other trade name or trade style between Borrower and any other party, whether Borrower is licensor or licensee (all of the foregoing license agreements and Borrower's rights thereunder are hereinafter collectively referred to as the "Licenses");

(d) the goodwill of Borrower's business connected with and symbolized by the Trademarks; and

(e) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c) and (d) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b), (c) and (d) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of any and all of the present and future Borrowers' Obligations (as defined in the Loan Agreement) (hereinafter collectively referred to as "Secured Obligations").

2. Representations, Warranties and Covenants of Borrower. Borrower hereby represents and warrants to the Agent and each of the Lenders, and covenants and agrees with the Agent and each of the Lenders, that:

(a) all of the Patents, Trademarks and Licenses are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability (except as otherwise specifically disclosed by Borrower in the Loan Agreement);

(b) to the best of Borrower's knowledge, each of the Patents, Trademarks and Licenses is valid and enforceable;

(c) Except as specifically disclosed in the Loan Agreement (i) no claim has been made that the use of any of the Patents, Trademarks or Licenses does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(d) Except as specifically disclosed in the Loan Agreement, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any and all liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by Borrower not to sue third persons, excluding only the security interest granted to the Agent for the ratable benefit of the Lenders;

(e) Borrower has the unqualified right to enter into this Agreement and perform its terms;

(f) Borrower has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Licenses;

(g) Subject to the disclosures set forth in Section 6.14 of the Loan Agreement, Borrower has the exclusive, royalty-free right and license to use the Patents, Trademarks and Licenses and agrees not to transfer any rights or interest in any of the Patents, Trademarks or Licenses during the term of this Agreement; and

(h) Except as specifically disclosed in the Loan Agreement, Borrower has no notice of any suits or actions commenced or threatened with reference to any of the Patents, Trademarks or Licenses.

(i) In the event Borrower shall at any time begin directly soliciting sales from any Account Debtors or other Persons located outside of the United States of America, and if, with respect to such foreign country, Borrower shall have any patents, trademarks, copyrights and other intellectual property under the laws of such country, or any applications for, registrations of or licenses of any such patents, trademarks, copyrights and other intellectual property rights under the laws of such country, then Borrower agrees to execute and deliver to the Agent any and all additional agreements, documents or notices as may be required by the Agent in order to grant to the Agent for the ratable benefit of the Lenders a first perfected lien in or security interest upon such patents, trademarks, copyrights and other intellectual property rights and any licenses thereof under the laws of such foreign country.

3. Inspection Rights; Product Quality. Borrower will permit inspection of Borrower's facilities and Borrower's agents' and contract manufacturers' facilities which manufacture, inspect or store products sold under any of the Patents, Trademarks or Licenses and inspection of the products and records relating thereto by the Agent and each of the Lenders during normal business hours and at other reasonable times. Borrower will reimburse the Agent and each of the Lenders upon demand for all costs and expenses incurred by Agent or any of the Lenders in connection with any such inspection conducted by Agent or any of the Lenders while any Default or Event of Default under the Loan Agreement has occurred and is continuing. A representative of Borrower may be present during any such inspection, provided that a particular representative's availability or unavailability shall not inhibit or delay such inspection. Borrower agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices, and (ii) to provide the Agent, upon the Agent's request from time to time, with a certificate of any officer of Borrower certifying Borrower's compliance with the foregoing.

4. Further Assurances. Borrower agrees that, until (i) all of the Secured Obligations shall have been paid in full, (ii) no Letters of Credit shall be outstanding and (iii) the Lenders have no further commitment or obligation to make any additional loans or advances or other extensions of credit to Borrower or DAI under the Loan Agreement, it will not enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with Borrower's obligations under this Agreement or the Loan Agreement, without the prior written consent of the Required Lenders, and Borrower agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Agent under this Agreement. Borrower further agrees that at any time and from time to time, at the expense of Borrower, Borrower will promptly execute and deliver to the Agent any and all further instruments and documents and take any and all further action that may be necessary, or that the Agent may reasonably request, in order to perfect and protect the security interest granted hereby with respect to the Patents, Trademarks and Licenses or to enable the Agent to exercise its rights and remedies hereunder with respect to the same.

5. Additional Patents, Trademarks and Licenses. If Borrower shall (i) become aware of any existing Patents, Trademarks or Licenses of which Borrower has not previously informed the Agent, (ii) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses or (iii) become entitled to the benefit of any Patents, Trademarks or Licenses which heretofore is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and Borrower shall give the Agent prompt written notice thereof.

6. Modification by Agent. Borrower authorizes the Agent to modify this Agreement by amending Schedules A, B, C, D and E to include any future rights granted under the laws of the United States of America with respect to any patents and patent applications, any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future licenses, covered by Paragraphs 1 and 5 hereof, without the signature of Borrower if permitted by applicable law.

7. Use of Patents, Trademarks and Licenses. So long as no Event of Default has occurred and is continuing, Borrower may use the Patents and Trademarks and exercise its rights under the Licenses in any lawful manner not inconsistent with this Agreement on and in connection with products or services sold by Borrower, for Borrower's own benefit and account and for none other.

8. Default. If any Event of Default shall have occurred and be continuing, the Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and

the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Licenses may be located and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Borrower, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents, Trademarks (together with the goodwill of Borrower associated therewith) or Licenses, or any interest which Borrower may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks or Licenses all expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations ratably among the Lenders in the order set forth in the Loan Agreement. Notice of any sale or other disposition of any of the Patents, Trademarks or Licenses shall be given to Borrower at least five (5) Domestic Business Days before the time of any intended public or private sale or other disposition of such Patents, Trademarks and/or Licenses is to be made, which Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks or Licenses sold, free from any right of redemption on the part of Borrower, which right is hereby waived and released. Borrower agrees that upon the occurrence and continuance of any Event of Default, the use by the Agent and/or the Lenders of the Patents, Trademarks and Licenses shall be commensurate with the scope of this Agreement, and without any liability for royalties or other related charges from the Agent or any of the Lenders to Borrower. If an Event of Default shall occur and be continuing, the Agent shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself and the Lenders, as applicable) to enforce any and all of the Patents, Trademarks and Licenses, and, if the Agent shall commence any such suit, Borrower shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement and the Borrower shall promptly, upon demand, reimburse and indemnify the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this Agreement. All of Agent's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby, by the Security Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

9. Termination of Agreement. At such time as (i) Borrower shall pay all of the Secured Obligations in full, (ii) no Letters of Credit are outstanding, (iii) the Lenders shall have no further commitment or obligation to make any additional loans or advances or other extensions of credit to Borrower or DAI under the Loan Agreement, and (iv) the Loan Agreement shall be terminated, this Agreement shall terminate and the Agent shall execute and deliver to Borrower all instruments as may be necessary or proper to extinguish the Agent's security interest therein, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

10. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and expenses incurred by the Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents, Trademarks and/or Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and/or Licenses, shall be borne and paid by Borrower on demand by the Agent and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at a rate per annum equal to the lesser of Four Percent (4.00%) over and above the Adjusted Prime Rate

(which interest rate shall fluctuate as and when the Adjusted Prime Rate shall change) or the highest rate of interest allowed by law from the date incurred until reimbursed by Borrower.

11. Preservation of Patents, Trademarks and Licenses. Borrower shall have the duty (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, as commercially reasonable and (iii) to preserve and maintain all rights in the Patents, Trademarks and Licenses, as commercially reasonable. Any expenses incurred in connection with Borrower's obligations under this Section 11 shall be borne by Borrower.

12. Agent Appointed Attorney-In-Fact. If any Event of Default shall have occurred and be continuing, Borrower hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent as the Agent may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, documents, papers and instruments necessary for the Agent to use the Patents, Trademarks and Licenses, or to grant or issue any exclusive or nonexclusive license under the Patents, Trademarks and Licenses to anyone else, or necessary for the Agent to assign, pledge, convey or otherwise transfer title to or dispose of the Patents, Trademarks and Licenses to anyone else. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

13. No Waiver. No course of dealing between Borrower and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Amendments. This Agreement is subject to amendment or modification only by a writing signed by Borrower and the Agent and consented to by the Required Lenders, except as provided in Paragraph 6 above.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Borrower may not assign or delegate any of its rights or obligations under this Agreement.

17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

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[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Borrower and the Agent have executed this Amended and Restated Patent, Trademark and License Security Agreement as of the date first written above.

ALBAUGH, INC. ("Borrower")

By: Samuel Vance  
Name: Samuel Vance  
Title: President

U.S. BANK NATIONAL ASSOCIATION,  
as Agent (the "Agent")

By: \_\_\_\_\_  
John W. Stichnoth, Vice President



IN WITNESS WHEREOF, Borrower and the Agent have executed this Amended and Restated Patent, Trademark and License Security Agreement as of the date first written above.

ALBAUGH, INC. ("Borrower")

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

U.S. BANK NATIONAL ASSOCIATION,  
as Agent (the "Agent")

By:  \_\_\_\_\_  
John W. Stichnoth, Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Iowa )  
 ) SS  
COUNTY OF Polk )

On this 24<sup>th</sup> day of January, 2003, before me personally appeared Spencer Vanu, to me personally known, who, being by me duly sworn, did say that he is the President of ALBAUGH, INC., an Iowa corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said Spencer Vanu acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

(Seal)

Stuart I. Feldstein  
Notary Public

My Commission Expires:  
\_\_\_\_\_



STATE OF MISSOURI )  
 ) SS  
CITY OF ST. LOUIS )

On this 24<sup>th</sup> day of January, 2003, before me appeared John W. Stichnoth, to me personally known, who, being by me duly sworn, did say that he is a Vice President of U.S. BANK NATIONAL ASSOCIATION, a national banking association, and that said instrument was signed on behalf of said association by authority of its Board of Directors; and said John W. Stichnoth acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal in the City and State aforesaid, the day and year first above written.

(Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this 24<sup>th</sup> day of January, 2003, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of ALRAUGH, INC., an Iowa corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

(Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF MISSOURI )  
 ) SS  
CITY OF ST. LOUIS )

On this 24<sup>th</sup> day of January, 2003, before me appeared John W. Stichnoth, to me personally known, who, being by me duly sworn, did say that he is a Vice President of U.S. BANK NATIONAL ASSOCIATION, a national banking association, and that said instrument was signed on behalf of said association by authority of its Board of Directors; and said John W. Stichnoth acknowledged said instrument to be the free act and deed of said association.

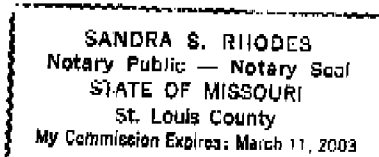
IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal in the City and State aforesaid, the day and year first above written.

(Seal)

*Sandra S. Rhodes*  
\_\_\_\_\_  
Notary Public

My Commission Expires:

3/11/03



**SCHEDULE A**

**United States Patents**

**SCHEDULE B**

**United States Patent Applications**

' None.

**SCHEDULE C****United States Trademarks**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
DICAMBAZINE	2,372,624	08/01/2000
FIVE STAR	2,458,523	06/05/2001
WEED-HOE	1,373,370	12/03/1985
BUTYRAC	745,634	07/26/1963
RANGE STAR	2,476,540	08/07/2001
BROX	2,493,269	09/25/2001
FALLOW STAR	2,574,381	05/28/2002
FOREST STAR	2,574,380	05/28/2002
AQUA STAR	2,579,851	06/11/2002

**SCHEDULE D****United States Trademark Applications and Common Law\* Marks**

<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>
TURF STAR	78/088,462	10/15/2001
BUSHWACKER	78/110,821	02/25/2002
TRANS-STAR	78/130,465	05/22/2002
COSTARR	78/183,343	11/08/2002
RANGE MASTER	78/183,347	11/08/2002
OUTLAW	78/183,346	11/08/2002
THUNDER MASTER	78/187,577	11/21/2002
ORCHARD STAR	78/187,571	11/21/2002
GLY-STAR*	76/040,750	
GLY-STAR PLUS*	76/040,751	
GLY-STAR CUSTOM*	76/040,752	
TRI STAR*		
LAND STAR*		

SCHEDULE E

Licenses

License from Monsanto Company with respect to the application of products containing glyphosate to "Roundup Ready" corn, cotton, canola and soybeans granted September 29, 2000 and extending to perpetuity.

License from Monsanto with respect to the U.S. trademark "Landmaster," Reg. No. 1,303,435, granted May 31, 2001.

License to Monterrey Chemical Company with respect to U.S. trademark "Weed-Hoe" Reg. No. 1,373,370. License is up for renewal 9/1/2003.