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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

11-20-02

Tab settings

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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):
Boyt Harness Company, L.L.C.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- 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: November 14, 2002

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Illinois banking
- 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 patent number(s):

A. Trademark Application No.(s)
None

B. Trademark Registration No.(s)
See Schedule A

Additional numbers attached? Yes No

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

RETURN TO:
FEDERAL RESEARCH CORP
1030 15th STREET NW
SUITE 920
WASHINGTON DC 20005

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$215⁰⁰

- 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.

Gregory T. Pealer
Name of Person Signing

Signature

November 18, 2002
Date

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

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

1337102
11/21/2002 6TON11 00000052 2334105

01 FC:8521
02 FC:8522

40.00 DP
175.00 DP

TRADEMARK
REEL: 002619 FRAME: 0934

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
Boyt Harness Company	2334105	3/28/00
Bob Allen	1148861	3/24/81
Two Gun Man	1669888	12/24/91
Absorb-A-Coil	1670387	12/31/91
Estancia by Boyt Harness Company	2385061	9/12/00
The Green Timber Collection	2370579	7/25/00
Green Timber	2378634	8/22/00
Insert-A-Pad	1358194	9/3/85

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
	NONE	

TRADEMARK COLLATERAL AGREEMENT

This 14th day of November, 2002, Boyt Harness Company, L.L.C., an Iowa limited liability company ("*Debtor*") with its principal place of business and mailing address at 220 South Main Street, Osceola, Iowa 50213, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration, in each case together with the right to sue for and collect said damages;

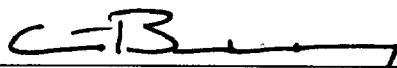
to secure performance of all Obligations of Debtor as set out in that certain Amended and Restated Security Agreement bearing even date herewith between Debtor and Secured Party (such Amended and Restated Security Agreement, as the same may be amended, modified, supplemented or restated from time to time hereinafter referred to as the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.


Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BOYT HARNESS COMPANY, L.L.C.

By 
Name: Curt Borcharding
Title: C.F.O./V.P. Finance

HARRIS TRUST AND SAVINGS BANK

By 
Name: William P. Robid
Title: V.P.