

03-06-2003
102382618

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

1. Name of conveying party(ies): 3-4-03
Easy Automation, Inc.

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

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

2. Name and address of receiving party(ies)
Name: Welcome State Bank
Internal
Address: _____
Street Address: 111 Guide Street North
City: Welcome State: MN Zip: 56181

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 08/26/2001

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1,721,629 and
1,951,207

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: STURM & FIX LLP
 Internal Address: Richard L. Fix

 Street Address: 206 Sixth Avenue - Suite 1213

 City: Des Moines State: IA Zip: 50309-4076

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
Richard L. Fix [Signature] 2-24-03
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 14

03/05/2003 LMUELLER 00000095 1721629

01 FC:8521
02 FC:8522

40.00 OP
25.00 OP

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

2. Name and address of **second** receiving party(ies)

Name: Farmers State Bank of Trimont

Internal Address: _____

Street Address: P.O. Box 388

City: Trimont State: MN Zip: 56176

Security Agreement as recorded at the U.S. Patent and Trademark Office on Reel 7058,
Frame 584, dated July 11, 1994.

Name and address of **third** receiving party(ies)

Name: Mark Gaalswyk

Internal Address: _____

Street Address: RR 2 Box 126

City: Sherburn State: MN Zip: 56171

DEBTOR NAME AND ADDRESS	SECURED PARTY NAME AND ADDRESS
EASY AUTOMATIC INC. 102 MILL STREET WELCOME, MN 56181	WELCOME STATE BANK 111 GUIDE STREET NORTH P.O. BOX 238 WELCOME, MN 56181 41-0604390

Type: individual partnership corporation _____
 State of organization/registration(if applicable) MN
 If checked, refer to addendum for additional debtors and signatures.

COPY

COMMERCIAL SECURITY AGREEMENT

The date of this Commercial Security Agreement (Agreement) is 06-26-2001.
SECURED DEBTS. This Agreement will secure all sums advanced by Secured Party under the terms of this Agreement and the payment and performance of the following described Secured Debts that (check one) Debtor _____ (Borrower) owes to Secured Party:
 Specific Debts. The following debts and all extensions, renewals, refinancings, modifications, and replacements (describe):

All Debts. All present and future debts, even if this Agreement is not referenced, the debts are also secured by other collateral, or the future debt is unrelated to or of a different type than the current debt. Nothing in this Agreement is a commitment to make future loans or advances.
SECURITY INTEREST. To secure the payment and performance of the Secured Debts, Debtor gives Secured Party a security interest in all of the Property described in this Agreement that Debtor owns or has sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and accessions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property. This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and Secured Party is no longer obligated to advance funds to Debtor or Borrower.

PROPERTY DESCRIPTION. The Property is described as follows:

- Accounts and Other Rights to Payment:** All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which Debtor may have by law or agreement against any account debtor or obligor of Debtor.
- Inventory:** All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business.
- Equipment:** All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The Property includes any equipment described in a list or schedule Debtor gives to Secured Party, but such a list is not necessary to create a valid security interest in all of Debtor's equipment.
- Instruments and Chattel Paper:** All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper.
- General Intangibles:** All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use Debtor's name.
- Documents:** All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts.
- Farm Products and Supplies:** All farm products including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in Debtor's farming operations.
- Government Payments and Programs:** All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program.
- Investment Property:** All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets.
- Deposit Accounts:** All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts.
- Specific Property Description:** The Property includes, but is not limited by, the following (if required, provide real estate description):

INCLUDING, BUT NOT LIMITED TO ALL EQUIPMENT, INVENTORY, INTELLECTUAL PROPERTY, DOCUMENTS, SOFTWARE, TRADEMARKS, SERVICE MARKS, TRADE NAMES, TRADE SECRETS, KNOWHOW, CUSTOMER LISTS AND OTHER PROPRIETARY RIGHTS AND GENERAL INTANGIBLES RELATING TO THE "COMMERCIAL BUSINESS" AND "FARM BUSINESS" AS DESCRIBED IN ATTACHED EXHIBIT A (Commercial Assets) AND ATTACHED EXHIBIT B (Farm Assets)

USE OF PROPERTY. The Property will be used for personal business agricultural _____ purposes.

SIGNATURES. Debtor agrees to the terms on pages 1 and 2 of this Agreement and acknowledges receipt of a copy of this Agreement.

DEBTOR
 EASY AUTOMATIC INC.

Oran Kozlowski, President

SECURED PARTY
 WELCOME STATE BANK

 JON A. SAXEN
 PRESIDENT

EXHIBIT A

SECURITY INTEREST. To secure the payment and performance of the Secured Debts, Debtor gives Secured Party a security interest in all of the Property described in this Agreement that Debtor owns or has sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and accessions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property. This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and Secured Party is no longer obligated to advance funds to Debtor or Borrower.

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- Inventory:** All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business.
- Equipment:** All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The Property includes any equipment described in a list or schedule Debtor gives to Secured Party, but such a list is not necessary to create a valid security interest in all of Debtor's equipment.
- Instruments and Chattel Paper:** All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper.
- General Intangibles:** All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use Debtor's name.
- Documents:** All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts.
- Farm Products and Supplies:** All farm products including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in Debtor's farming operations.
- Government Payments and Programs:** All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program.
- Investment Property:** All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets.
- Deposit Accounts:** All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts.
- Specific Property Description:** The Property includes, but is not limited by, the following (if required, provide real estate description):

INCLUDING, BUT NOT LIMITED TO ALL EQUIPMENT, INVENTORY, INTELLECTUAL PROPERTY, DOCUMENTS, SOFTWARE, TRADEMARKS, SERVICE MARKS, TRADE NAMES, TRADE SECRETS, KNOWHOW, CUSTOMER LISTS AND OTHER PROPRIETARY RIGHTS AND GENERAL INTANGIBLES RELATING TO THE "COMMERCIAL BUSINESS" AND "FARM BUSINESS" AS DESCRIBED IN ATTACHED EXHIBIT B (Commercial Assets) AND ATTACHED EXHIBIT C (Farm Assets)

EXHIBIT B
COMMERCIAL ASSETS"
PAGE 1

-Ford Escort Station Wagon
-John Deere Lawn Mower
-3/4 Ton GMC Pickup

1 Toshiba Laptop (Mark's)
Desktop Computer used by Kelly
Desktop Computer used by Brad
Desktop Computer used by Kevin Moore

Computer used by Vidal
Computer used by Larry Swanson
Computer used by Randy Martin
Computer used by Bruce Larson
Computer used by Shannon
Computer used by Joe Pfeifer
Cubicles in Service Room Area
Desks and Cubicles in North and East Support Area

Desk, Chair, 2 vertical - 4 drawer File Cabinets - Susan Billet office
Desk, Chair, Larry Swanson office
Desk, Chair, File Cabinets -Gayle Office
Desk, Chair, File Cabinets -Bruce Larson office
Desk, Chair, File Cabinets -Vidal Office
Desk, Chair, File Cabinets -Brad's office
Desk, Chair, Kevin Moore office
Desk, Chair, File Cabinets -Randy Martin office

1 Brown Print Cabinet and Commercial Product prints by Service Bay
(Farm print contents property of Farm Business)

1 Large Conference room table
6 Conference room black chairs
1 Circular table - Rich office
1 Circular table - Scott B office
8 Burgundy Conference chairs (used in Mark G office)

All Fire Extinguishers, except one in Byron Bruce's office space

1 show booth with automation decals
1 - computer projector, ESI to keep Sanyo and Proxima projectors
1 - E-Z Switch Display
1 - Feedtrak Display

1 - Fous termination Box
1 network cabling rack Byron office
All network cabling termination boxes in rack - Byron's office
1 Baynetwork 350F switch
1 - hub in Cabling rack (SMC Tigerhub), ESI to retain 3com and Netgear.
1 web ramp
3 web modems
1 network cabling rack - Development area
1 racked network fiber management box -development area
2 - hubs - development rack
1 racked network power supply box -development area
All network related cabling termination box in rack -development area
All Cabling rack and related equipment service books

1 complete phone system, console, phones - Lucent, Merlin/Legend
1 plotter
10 old laptops Byron office
laptop docking stations for laptops acquired
Blue Print Machine
Mark III Testing system assembly - except 1 motor starter box
Shop Benches in E-Z Switch Area
Drill Press in E-Z Switch Area
Sander in E-Z Switch Area
Hand tools in E-Z Switch Area

2 poly switch downspout molds - ace

Tele PLC and programming equipment in Joel's office

1 - Black powertronix tester box

1 broadband Breezecom transmitter system and antennas
1 time clock
2 picnic tables
Christmas decorations

3 visual Foxpro Licenses (professional)

1 autocad software license (if ESI has one)
1 cadkey software license

All Sales orders for Commercial Business
All Sales leads for Commercial Business

Mark III Engineering Documentation
Mark III Notes and BOM's
Mark III Installation Instruction Files
Mark III Customer List
Mark III Marketing Materials (files and e-files)
Mark III Software Source Code and Schematics

E-Z Weigh II Engineering Documentation
E-Z Weigh II Notes and BOM's
E-Z Weigh II Installation Instruction Files
E-Z Weigh II Customer List
E-Z Weigh II Marketing Materials (files and e-files)
E-Z Weigh II Software source code and schematics

Motor Control Center Engineering Documentation
Motor Control Center Notes and BOM's
Motor Control Center Installation Instruction Files
Motor Control Center Customer List
Motor Control Center Marketing Materials (files and e-files)
Motor Control Center Software source code and schematics

E-Z Switch Engineering Documentation
E-Z Switch Notes and BOM's
E-Z Switch Installation Instruction Files
E-Z Switch Customer List
E-Z Switch Marketing Materials (files and e-files)
E-Z Switch Poly Molds

Tire Chemical Weigh Cart System Engineering Documentation
Tire Chemical Weigh Cart System Notes and BOM's
Tire Chemical Weigh Cart System Installation Instruction Files
Tire Chemical Weigh Cart System Customer List
Tire Chemical Weigh Cart System Marketing Materials (files and e-files)
Tire Chemical Weigh Cart System Software source code and schematics

Bulk Bag Rack Engineering Documentation
Bulk Bag Rack Notes and BOM's
Bulk Bag Rack Installation Instruction Files
Bulk Bag Rack Customer List
Bulk Bag Rack Marketing Materials (files and e-files)

Graphic Panel Engineering Documentation
Graphic Panel Notes and BOM's
Graphic Panel Installation Instruction Files
Graphic Panel Customer List
Graphic Panel Marketing Materials (files and e-files)
Graphic Panel PLC Source Code, Circuit Diagrams & Schematics

History Management Program source code and software - E-Z Weigh II

UL Shop License and documentation - (to the extent transferable)

All commercial business products prints, add slicks, vendor list bill of materials, schematics, customer lists, source code

All Intellectual Property related to the following products

Mark III
E-Z Weigh II
Econo-batch
E-Z Weigh III
E-Z Switch
E-Z Orind
E-Z Time Delays
Graphic Panels
Motor Control Centers
Rigchamp Growchamp software, contracts, notes, files and source code
Concentric Auger Chemical Dispensing System, software source code, contracts
Inco Chemical Dispensing System
E-Z Wheel
E-Z Consumption Meter, software contracts, source code
E-Z Grind
E-Z Switch timers
Feedtrak

Vendor database

Inventory Great Plains Database

Easy Systems Phone numbers 507-728-8214 507-728-8215
800-397-9736
ESI Commercial Business Customer Database

All E-Z Switch Inventory
All Goodyear tie chemical mixing system related inventory
All inventory in upper "obsolete" storage area above service repair area.

TRADEMARK
REEL: 002684 FRAME: 0757

TRADEMARKS:

E-Z CONSUMPTION METER	Reg. # 1,951,207
E-Z SWITCH	Reg. # 1,721,629

PATENTS:

Livestock Feed Consumption Meter	Patent # 5,559,716
Livestock Feed Batching System	Patent # 5,174,244
Concentric Auger Feeder	Patent # 5,871,081
Low Friction Gauge Wheel Rim Liner	Patent # 5,483,907
Control Panel for a Feed Batching	Patent # D342,939
Feed Mixer	Patent # D363,941
Control Panel for a Feed Milling System or the Like	Patent # D322,597
Level Sensing Switch	Patent # D308,193
Concentric Auger	Patent # 6,193,053
Weigh Cart System	PENDING Patent Application Serial#: 29/122228 Filing date 4/21/2000

EXHIBIT C "FARM ASSETS"

Requested Production Equip.

MFP Harness boards
 Four wheel carts (gray plastic)
 Bench vice
 6" Bench Grinder
 4" Belt & Disc Sander
 Heat gun
 Tape gun dispensers
 40 Drawer Nail Cabinet
 Grease gun
 Heat gun (poly)
 Router
 Hole Shooter
 1/2" Impact Wrench
 1/2" Reversible Drill
 Air Saber Saw
 Air file
 Air Grinder (right angle)
 3/8" Air Hose -10ft
 1 HP Table Router
 Step Ladder
 Auger bulk rack
 Seelye Portable Welder (blue carry case)
 Adjustable Cordless Drill
 Shelves- Blue 6ft long 3 section high
 Shelves- Blue 6ft long 4 section high
 Shelves- Metal 3 ft Wide 9 section high
 Shelves- Grey 8'Long 4' Wide 4 Section high
 Hose reel- retractable
 10FT Work bench (wood)
 Craftsman Tool Carts on wheels (red matching)
 Cordless Drill (Dewalt)
 Saber Saw
 Welding Screens
 Dewalt Chop Saw
 Rockwell Motorized Saw
 Craftsman 20 in Drill press (standing)
 Saw Horses
 Jet Ban Saw
 Heavy Duty Bench Vice
 Dewalt 4 1/2" Angle Grinder
 Welding Mask
 Fastenal metal bolt bin
 225 Amp Wire Feed Welder
 Cart for compressed gas
 Linde Wire Feed Welder
 Air hand grinder
 Gauges for compressed gas tanks
 Floor Jack
 Dewalt 1/2" Reversing drill
 500# Overhead Crane (orange with frame)
 Saw Supports
 Cabinet-2 door 4 shelf
 Hanging Fluorescent lights 8 ft
 Skill Saw 7 1/4"
 Wagner Power Roller
 Air Mask
 White paint overalls
 Wood work station 8 ft long
 Table (fold up)
 Paper Cutter
 Cordless Drill 12 volt (generic yellow)
 Lockers
 8ft Wood tables (production and service)
 Chair high back
 Production PC and Cart
 Heat Shrink Heat Guns (red)
 Wire rack (small brown) (and contents)
 Wire rack (large w/ wheels) (and contents)
 File Cabinet metal 2 drawer (and contents)
 File Cabinet metal 4 drawer (and contents)
 Brother Labeling System
 Weller Solder Irons
 Panda Visa
 Drill 12V Pan.
 Screwdriver power
 File Cabinet wood
 Tool Box - metal (carrying) (and contents)
 Pro Weld Stud Welder
 Eureka 7 Amp Vacuum
 Tables -fold up
 Panel racks (production and service)
 Two wheel push cart (dolly)
 Table vice
 Greenlee hole punch w/ punches
 Dewalt cutoff saw
 Mult meters - electrical tester
 Grey shelves (small parts)
 Warehouse racking w/ wood Inserts (large parts)
 Rolling ladder
 Scale for weighing pallets
 Fork Lift
 Fork Lift (Hyster)
 Shipping Tables
 Hand shrink wrapper
 Rolls of shrink wrap
 Strapping shipping kit
 Lexmark Dot-Matrix printer
 Comp w/ monitor (shipping computer)
 Cordless Drill 9.6 v
 Master starter charger 12v
 MISC hand tools for (production and service)
 Load binders
 Snow blower
 Weed eater

Service Equip.

gray shelves
 Cabinet 2 door
 Tool Box - metal
 1997 Ford Ranger 2WD pickup 85,000 miles
 Old ESI Lucent Partner Phone system
 Lucent Partner Phones Black (used)
 Tektronix Portable Oscilloscope
 PC's With Monitors (used in Service)
 Spectroline EPROM Ultra Violet Lamp
 Cabinets plastic
 Pace fume Exhauster
 Desolder/Solder Iron- M8T pace
 GTEK programmer Model 9000 EPROM
 Weigh Tronix Scale Simulator
 WT Systems benchtester
 Grey racks
 Portable drill 12v
 Wagner power roller
 Tool Box plastic
 Radio Shack 2-way Communications System
 Jig saw
 Scale weights
 Panel carts
 desk
 Chairs
 Fold up table
 Wood work station 8 ft long
 Wooden ladder
 ladder
 File cabinet 3 drawer
 Hewlett Packer Laser Jet 5P (service printer)
 Printer Server
 MFP 2100 Test panel (as is)
 SFM-2000 test enclosure (as is)
 Tektronix Portable Oscilloscope Model TDS-340A
 Service Equip. (Indicator Loaners)
 Service Equip.misc. boxes(Circuit Boards)
 Misc. Hand Tools for Elec. Repair
 Service File Cabinets (2gray, 1creme)

Office Equipment

Desks (particle wood brown)
 Office Chairs
 Hewlett Packard Laserjet 5 (development ptr.)
 Toshiba Laptop (bsorbe)
 Gateway Laptop and desktop (jguerdet)
 Gray file cabinet (jguerdet)
 Eng. PC/mon. (shannen/cheeseman/laven)
 Engineering Literature
 Winbook XP5 (very used)(pfeiffer's old pc)

Test Area Equip.

MFP2100 prototype test system (panels, etc.)
 Easy Spray Test System (complete)
 Micro System Panel used in Test Area
 Easy Spray Show Stand

Medium Equipment

Gooseneck Trailer
 Enclosed Tandem axle trailer with ESI logo
 16ft. Car trailer

Inventory Resale

Micro 3000 bulk steel
 Micro 3000 excess poly parts
 Micro 3000 excess misc. parts
 Production and Service Parts Inventory (complete)
 SMS-800 stationary Mixers with grinders
 Ultimix 2 ton excess stocked mixers (tumbles)

Intellectual Property

Easy Spray Marketing Materials files and e-files
 Easy Spray 3001200 BOM's
 Easy Spray 300/200 Prints, markups and .pmt files
 Easy Spray 300/200 firmware Ind. Report module
 Easy Spray documentation
 CryptKey site key generator license for EZFeed (3)
 EasyFeed Marketing Material files and e-files
 EasyFeed BOM's
 EasyFeed Test Scripts
 EasyFeed Vsheriff report
 EasyFeed requested enhancements
 EasyFeed previous versions
 EasyFeed Source Code
 EasyFeed tech doc's
 EasyFeed Customer List
 EasyFeed Database architecture
 MFP-2100 BOM's
 MFP-21 00 Prints and .pmt files
 MFP-2100 Weigh Tronix documentation
 MFP-2100 ESI documentation
 MFP-2100 Production Instructions and Notes
 MFP-2100 UUCUL documentation

MFP-2100 Marketing Material files and e-files
 MFP-21 00 Installation list and Customer List
 CSI-150 eprom source code "K1, X4, Cudworth"
 MFP-2100 Installation and Specials drawings
 Micro 3000 Poly Molds with "poly corp"
 Micro 3000 Engineering Documentation
 Micro 3000 Notes and BOM's
 Micro 3000 Production Literature
 Micro 3000 Installation instruction files
 Micro 3000 Customer List
 Micro 3000 Marketing Materials (files and e-files)
 RPDIII drawings, Prints, .prt files
 RPDIII BOM's
 RPDIII engineering notes
 RPDIII Marketing Materials (files and e-files)
 RPDIII customer list
 RPDIII PLC source code and ladder diagram
 All Weigh Tronix technical documentation
 All Weigh Tronix wiring diagrams
 All Weigh Tronix engineering diagrams
 Weigh Tronix Installation list WorldWide
 ESI Customer Database

TRADEMARK

REEL: 002684 FRAME: 0759

SECURITY AGREEMENT

DATE April 7 19 88

DEBTOR	Mark Gaalswyk	SECURED PARTY	Farmers State Bank of Trimont
BUSINESS OR RESIDENCE ADDRESS	Box 85	ADDRESS	P.O. Box 308
CITY, STATE & ZIP CODE	Welcome, MN 56181	CITY, STATE & ZIP CODE	Trimont, Minnesota 56176

1. Security Interest and Collateral. To secure (check one): the payment and performance of each and every debt, liability and obligation of every type and description which Debtor may now or at any time hereafter owe to Secured Party (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several; all such debts, liabilities and obligations being herein collectively referred to as the "Obligations"), the debt, liability or obligation of the Debtor to Secured Party evidenced by the following:

and any extensions, renewals or replacements thereof (herein referred to as the "Obligations"). Debtor hereby grants Secured Party a security interest (herein called the "Security Interest") in the following property (herein called the "Collateral") (check applicable boxes and complete information):

(a) INVENTORY:

All inventory of Debtor, whether now owned or hereafter acquired and wherever located;

(b) EQUIPMENT, FARM PRODUCTS AND CONSUMER GOODS:

All equipment of Debtor, whether now owned or hereafter acquired, including but not limited to all present and future machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, parts and tools, and the goods described in any equipment schedule or list herewith or hereafter furnished to Secured Party by Debtor (but no such schedule or list need be furnished in order for the security interest granted herein to be valid as to all of Debtor's equipment).

All farm products of Debtor, whether now owned or hereafter acquired, including but not limited to (i) all poultry and livestock and their young, products thereof and produce thereof, (ii) all crops, whether annual or perennial, and the products thereof, and (iii) all feed, seed, fertilizer, medicines and other supplies used or produced by Debtor in farming operations. The real estate concerned with the above described crops growing or to be grown is:

and the name of the record owner is: _____

The following goods or types of goods: _____

(c) ACCOUNTS AND OTHER RIGHTS TO PAYMENT:

Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts, loans and obligations receivable and tax refunds.

Each and every right of Debtor to payment from any agent or agency of the United States Government, whether paid in money or by receipt of goods of monetary value, whether such right to payment

(d) GENERAL INTANGIBLES: NOW EXISTS OR HEREAFTER ARISES.

All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, applications for patents, patents, copyrights, trademarks, trade secrets, good will, tradenames, customers lists, permits and franchises, and the right to use Debtor's name.

together with all substitutions and replacements for and products of any of the foregoing property not constituting consumer goods and together with proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with all accessions and, except in the case of consumer goods, together with (i) all accessories, attachments, parts, equipment and repairs now or hereafter attached or affixed to or used in connection with any such goods, and (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods.

2. Representations, Warranties and Agreements. Debtor represents, warrants and agrees that:

(a) Debtor is an individual, a partnership, a corporation and, if Debtor is an individual, the Debtor's residence is at the address of Debtor shown at the beginning of this Agreement.

(b) The Collateral will be used primarily for personal, family or household purposes; farming operations; business purposes.

(c) If any part or all of the tangible Collateral will become so related to particular real estate as to become a fixture, the real estate concerned is: _____

and the name of the record owner is: PATENT ?
JUL 11 94

(d) Debtor's chief executive office is located at _____ or, if left blank, at the address of Debtor shown at the beginning of this Agreement.

THIS AGREEMENT CONTAINS ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF, ALL OF WHICH ARE MADE A PART HEREOF.

Farmers State Bank of Trimont
 Secured Party's Name

Mark Gaalswyk
 Debtor's Name

By _____
 Title: _____

By Mark Gaalswyk
 Title: _____

By _____
 Title: _____

REEL 7058 FRAME 84

Minnesota Central Filing System

UCC Filing Acknowledgement

October 15, 2002

Page 1 of 1

KRAHMER & SHAFFER LTD
717 SOUTH STATE ST
FAIRMONT MN 56031

The Minnesota Central Filing System has received and filed your document. The information below reflects the data that was indexed in our system. Please review the information for accuracy. If you find a potential error, please notify the appropriate filing office.

Client ID: **12485868**

Filing Type: **UCC Financing Stmt**

Filed Date: **10/15/2002**

Filed Time: **3:06 p.m.**

Batch Number: **303436**

Original Filing #: **20025409118**

Lapse Date: **10/15/2007**

Party Type

Party Name and Address

Debtors

**EASY AUTOMATION INC
SHERBURN MN**

Secured Party

**GAALSWYK MARK
SHERBURN MN**

Filing by the Minnesota Central Filing System is not conclusive proof that all conditions for securing priority have been met. Ensuring that accurate information is on the document to be filed is the responsibility of the filing party. If the filing is challenged, the filing office does not guarantee that the filing is legally sufficient to secure priority under UCC Article 9 and expressly disclaims any liability for failure of the filing party to secure priority resulting from the information contained in the filed document, or the lack of information on the filed document.

User ID: sandir46

County ID: 46

**TRADEMARK
REEL: 002684 FRAME: 0761**

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (Optional)	
B. SEND ACKNOWLEDGEMENT TO: (Name and Address) KRAHMER & SHAPPER, LTD. 717 S. State St., Suite 100 Fairmont, MN 56031 Ph. (507) 238-4717	

Filing NO: 20025409118
 Filing Date: 2002/10/15
 Filing Time: 3:06 PM
 State of Minnesota
 Processing Office: Martin
 Filed by: sandir46

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Easy Automation Inc.			
OR	1b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 12 Lakeshore Dr.		CITY Sherburn, MN 56171	STATE POSTAL CODE U.S.A.
1d. TAX ID #	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corp.	1f. JURISDICTION OF ORGANIZATION MN
			1g. ORGANIZATIONAL I.D.#, if any 11N-760 <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME			
OR	2b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
2d. TAX ID #	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
			2g. ORGANIZATIONAL I.D.#, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S Name (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME			
OR	3b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 12 Lakeshore Dr.		CITY Sherburn, MN 56171	STATE POSTAL CODE COUNTRY U.S.A.

4. THIS FINANCING STATEMENT covers the following collateral:

Inventory, accounts, equipment, general intangibles, products and proceeds of collateral are also covered.

5. ALTERNATIVE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)
 ESTATE RECORDS. Attach Addendum [if applicable] [ADDITIONAL FEE] (optional) All debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
 /usr/peg/app02/casysato/acc.mn. Printed Oct. 09, 2002 /usr/bk/leases/ucc.landlord

FORM UCC1

SECURITY AGREEMENT

Easy Automation, Inc. whose address is 102 Mill St., Welcome, MN 56181 in the County of Martin, State of Minnesota (hereinafter called "Debtor" whether one or more) does hereby grant unto Mark Gaalswyk (hereinafter called "Secured Party"), a security interest in the following described property (hereinafter called "Collateral"): (Check and complete where applicable)

- (a) All inventory of Debtor now owned or hereafter acquired which is held for sale or lease or is held as raw materials, work in process or materials used in connection with Debtor's business;
- (b) All accounts of Debtor now existing or hereafter at any time acquired (and if specific accounts the same are listed on Schedule A hereto attached and made a part hereof);
- (c) All equipment of Debtor now owned or hereafter acquired;
- (d) All farm products of Debtor now owned or hereafter acquired, including crops and livestock;
- (e) Consumer goods of Debtor described as follows:
- (f) All general intangibles of Debtor now owned or hereafter acquired;
- (g) Other:
- (h) All proceeds and products of the foregoing.

to secure prompt payment to Secured Party at the address stated above of all loans made to Debtor by Secured Party and any and all extensions and renewals thereof, and any and all future advance made by Secured Party to Debtor at Secured Party's option, together with all other liabilities of each Debtor to Secured Party (primarily, secondarily, direct, contingent, sole, joint, or several) due or to become due or which may be hereafter contracted or acquired and the performance by Debtor of all the terms and conditions of this Security Agreement (hereinafter referred to as "Obligations").

DEBTOR WARRANTS, REPRESENTS AND AGREES THAT:

1. Debtor is the owner of the Collateral, or will be the owner of the Collateral to be acquired after the date hereof, free of all liens, encumbrances and security interests except the security interest hereby created, and has authority to execute this agreement. The accounts are genuine and enforceable, and there are no offsets, counterclaims, or defenses to any of them.
2. Debtor's exact legal name is as set forth in the first paragraph of this agreement.
3. Debtor's inventory, books, record, contract rights and other property above specified relating to the Collateral are or will be kept at the above address unless a different address is shown in the following space
_____ and Debtor will not without the prior written consent of Secured Party remove or permit the same to be removed from the location or locations set forth above.

4. Debtor will use the inventory in a lawful manner consistent with this agreement and with the terms and conditions of any policy of insurance thereon.
5. Debtor will keep the Collateral insured at all times against loss by fire and/or other hazards concerning which, in the judgment of the Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to the Secured Party and in amounts sufficient to protect Secured Party against loss or damage to said Collateral and will pay the premiums therefor; that such policy or policies of insurance will be delivered to and held by the Secured Party, together with loss payable clauses in favor of the Secured Party as its interest may appear, in form satisfactory to the Secured Party; and Secured Party may act as attorney for Debtor in obtaining, adjusting, settling and cancelling such insurance and endorsing any drafts.
6. No financing statement covering the Collateral, or any part thereof, is on file in any public office.
7. Debtor authorizes Secured Party to file a financing statement describing the Collateral and will pay all costs of filing and recording.
8. Until Secured Party shall notify Debtor of the revocation of such power and authority, Debtor will, at its own expense, endeavor to collect, as and when due, all of said accounts, including the taking of such action with respect to such collection or the repossession of the goods as Debtor may deem advisable or as Secured Party may reasonably request. Debtor will forthwith deliver all proceeds of such collections and all repossessed or returned goods to Secured Party at its request; provided Debtor will, on demand, pay to Secured Party the full unpaid contract price of repossessed goods, or the invoice value of returned goods.
9. Debtor will not compromise any of said accounts without the prior written consent of Secured Party.
10. Debtor will at all times keep accurate and complete records of the Collateral and permit Secured Party to inspect same and the Collateral at all reasonable times. Debtor will, upon request of Secured Party, furnish to Secured Party such reports and statements as Secured Party may request with respect to the Collateral.
11. Secured Party may notify account debtors of Secured Party's security interest, and that payment of all sums due or to become due shall be paid directly to Secured Party, and upon request of Secured Party, Debtor will notify account debtors of such security interest. Secured Party shall have the power to demand, receive and sue for all moneys or other proceeds due from said accounts, to endorse the name of Debtor on all commercial paper given in payment or part payment thereof; and to settle, adjust or compromise any claims or disputes as to said accounts.
12. Debtor will keep and maintain the Collateral in good condition and will not sell, lease or otherwise dispose of the Collateral other than in the ordinary course of its business at prices constituting the then fair market value thereof.
13. Debtor shall be in default under this agreement upon the happening of any of the following events: (a) nonpayment, when due, of any amount payable on any of the Obligations or failure to observe or perform any term hereof; (b) if

any covenant, warranty or representation shall prove to be untrue in any material respect; (c) any Debtor becomes insolvent or unable to pay debts as they mature or makes an assignment for the benefit of creditors, or any proceeding is instituted by or against any Debtor alleging that such Debtor is insolvent or unable to pay debts as they mature; (d) entry of any judgment against any Debtor; (e) death of any Debtor who is a natural person, or of any partner of any Debtor which is a partnership; (f) dissolution, merger or consolidation, or transfer of a substantial part of the property of any Debtor which is a corporation or a partnership; or (g) if Secured Party deems itself insecure for any reason.

14. In the event of a default: (a) Secured Party shall have the right, at its option and without demand or notice, to declare all or any part of the Obligations immediately due and payable; (b) Secured Party may exercise, in addition to the rights and remedies granted hereby, all of the rights and remedies of a Secured Party under the Uniform Commercial Code or any other applicable law; (c) Secured Party may effect all necessary insurance, pay the premiums thereon, and may pay any taxes, liens and encumbrances on the Collateral, and any such payments made by Secured Party with interest at the highest legal rate allowed by law shall be a part of the Obligations; (d) Debtor agrees to make the Collateral available to the Secured Party at a place or places acceptable to the Secured Party; and (e) Debtor agrees to pay all costs and expenses of Secured Party, including reasonable attorney's fees, in the collection of any of the Obligations or the enforcement of any of Secured Party's rights.
15. If any notification of intended disposition of any of the Collateral is required by law, such notification shall be deemed reasonably and properly given if mailed at least ten (10) days before such disposition, postage prepaid, addressed to the Debtor at the address shown herein.
16. Waiver of any default hereunder by Secured Party shall not be waiver of any other default or of a same default on a later occasion. No delay or failure by Secured Party to exercise any right or remedy shall be a waiver of such right or remedy and no single or partial exercise by Secured Party of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy at any other time.
17. This agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of Minnesota. If any part of this contract shall be adjudged invalid, the remainder shall not thereby be invalidated.
18. If more than one party shall sign this Security Agreement, the term "Debtor" shall mean all such parties and each of them and all such parties shall be jointly and severally obligated hereunder. All rights of Secured Party shall inure to the benefit of the Secured Party's successors and assigns, and all obligations of Debtor shall bind Debtor's heirs, executors, administrators, successors and assigns.
19. Additional provisions of this agreement (if none, insert "none"):

NONE.

Dated this 4th day of OCT., 2002.

anah Leahy
Secured Party Individually

By: _____

By: _____

EASY Automation INC
(Debtor) of anah Leahy
credit

(Debtor)