FORM PTO-1594 (Rev. 3/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RECORDER SHEET ONLY

07-16-2003

102497633

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

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

1. Name of conveying party(ies):

7-14-03

Conklin Company, Inc. and Conklin International, Inc.

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation – Minnesota
- ☐ Other

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

2. Name and address of receiving party(ies):

Name: **Wells Fargo Business Credit, Inc.**

Internal Address: **Norwest Center**

Street Address: **Sixth Street and Marquette Avenue**

City: **Minneapolis** State: **MN** ZIP: **55479-0152**

- ☐ 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) of receiving party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☒ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date(s): **July 30, 1999**

4. Application number(s) or trademark number(s):

A. Trademark Application No(s).

B. Trademark No(s)

2,255,086	2,213,128	1,813,736	1,603,266	1,593,699
2,174,360	2,005,938	1,663,883	1,567,001	1,424,496
2,107,310	1,910,936	1,700,041	1,467,866	1,420,718
2,154,944	1,824,021	1,663,109	1,469,939	1,420,340
2,182,373	1,828,739	1,643,180	1,479,219	1,391,274
2,195,575	1,772,143	1,597,025	1,480,811	1,374,511
1,332,756	1,332,755	1,397,275	1,333,886	1,341,810
1,302,361	1,267,521	1,258,166	1,250,787	1,309,901
1,246,729	1,222,252	1,308,028	1,187,292	1,216,294
1,187,263	1,143,027	1,138,172	1,140,143	1,143,077

Additional numbers attached? ☒ Yes ☐ No

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

Name: **Christopher R. Hilberg**

Internal Address: **3300 Plaza VII Building**

Street Address: **45 South Seventh Street**

City: **Minneapolis** State: **MN** ZIP: **55402**

Our File No.: **15311/38**

6. Total number of applications and registrations involved: 80

7. Total Fee (37 CFR 3.41) ..... $2,015.00.

- ☐ Enclosed
- ☒ Authorized to be charged to deposit account
- ☒ Authorized to charge any underpayment or credit any overpayment to deposit account.

8. Deposit account number:

50-1901

(Attach duplicate copy of this page if paying by deposit account.)

07/16/2003 DBYRNE 00000005 501901 2255086

01 FC:8521 40.00 DA
02 FC:8522 1975.00 DA

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.

Christopher R. Hilberg, Reg. No. 48,740 — Name of Person Signing

Christopher R. Hilberg — Signature

July 9, 2003 — Date

Total number of pages including cover sheet, attachments, and document: 16

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

TC2: 637099 v01 07/09/2003

ADDITIONAL TRADEMARK REGISTRATION NUMBERS

Registration No.	Registration No.
1,559,817	1,088,451
1,138,171	1,068,770
1,138,544	1,013,340
1,123,888	1,051,634
1,150,723	892,335
1,105,380	910,519
1,062,551	897,082
1,101,142	939,405
1,113,879	925,978
1,098,450	998,627
1,097,814	994,494
1,093,505	994,552
1,093,499	1,016,040
1,048,784	1,043,933
1,047,481	1,042,077

PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of July 30, 1999, is made by and between CONKLIN COMPANY, INC., a Minnesota corporation and CONKLIN INTERNATIONAL, INC., whose address and principal place of business is 551 Valley Park Drive, Shakopee, Minnesota 55379 (collectively, the "Debtor"), and WELLS FARGO BUSINESS CREDIT, INC., a Minnesota corporation whose address and principal place of business is Norwest Center, Sixth Street and Marquette Avenue, Minneapolis, Minnesota 55479-0152 (the "Secured Party").

Recitals

The Debtor and the Secured Party have entered into a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter make certain loans or other financial accommodations to or for the account of the Debtor.

As a further condition to making any loan or other financial accommodation under the Credit Agreement or otherwise, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Debtor may now or at any time hereafter owe to the 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, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement).

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Trademarks" means all of the Debtor's right, title and interest in and to trademarks, service marks, collective membership marks, the respective goodwill associated with each, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest, with power of sale to the extent permitted by law (the "Security Interest"), in the Patents and in the Trademarks to secure payment of the Obligations.

3. Representations, Warranties and Agreements. The Debtor hereby represents, warrants and agrees as follows:

(a) ***Existence; Authority.*** The Debtor is a corporation, having full power to and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Debtor have been duly authorized by all necessary action of the Debtor's board of directors, and if necessary its stockholders, and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its articles of incorporation or bylaws or any agreement presently binding on it. This Agreement has been duly executed and delivered by the Debtor and constitutes the Debtor's lawful, binding and legally enforceable obligation. The correct name of the Debtor is Conklin Company Inc. The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

(b) ***Patents.*** Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of registrations pertaining to the Patents as of the date hereof.

(c) ***Trademarks.*** Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all registrations pertaining thereto as of the date hereof.

(d) ***Title.*** The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all security interests, liens and encumbrances, except the Security Interest. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all security interests, liens and encumbrances, except the Security Interest, and (ii) will keep all Patents and Trademarks free and clear of all security interests, liens and encumbrances except the Security Interest.

(e) ***No Sale.*** The Debtor will not sell or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

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(f) ***Defense.*** The Debtor will at its own expense, and using its best efforts, protect and defend the Patents and Trademarks against all claims or demands of all persons other than the Secured Party.

(g) ***Maintenance.*** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to register and all affidavits and renewals possible with respect to issued registrations. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit in support thereof, without first providing the Secured Party: (i) sufficient written notice, as provided in the Credit Agreement, to allow the Secured Party to timely pay any such maintenance fees or annuity which may become due on any of said Patents or Trademarks, or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, should such be necessary or desirable.

(h) ***Secured Party's Right to Take Action.*** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure.

(i) ***Costs and Expenses.*** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the highest rate then applicable to any of the Obligations.

(j) ***Power of Attorney.*** To facilitate the Secured Party's taking action under subsection (h) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or

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issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations (as defined therein).

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This

Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Minnesota without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

WELLS FARGO BUSINESS CREDIT, INC.

By: _____
Name: Ronald E. Gorkowski
Its Vice President

CONKLIN COMPANY, INC.

By: _____
Name: Charles W. Hess
Its President

CONKLIN INTERNATIONAL, INC.

By: _____
Name: Charles W. Hess
Its President

STATE OF Oklahoma)
)
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me this 30th day of July, 1999, by CHARLES HERBSTER, the President of Conklin Company, Inc., a Minnesota corporation, on behalf of the corporation.

Theresa A. Hatan
Notary Public

MY COMMISSION EXPIRES FEBRUARY 13, 2003

STATE OF Oklahoma)
)
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me this 30th day of July, 1999, by CHARLES HERBSTER, the President of Conklin International, Inc., a Minnesota corporation, on behalf of the corporation.

Theresa A. Hatan
Notary Public

MY COMMISSION EXPIRES FEBRUARY 13, 2003

STATE OF Minnesota)
)
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 30th day of July, 1999, by Ron E. Gockowski, a Vice President of Wells Fargo Business Credit, Inc., a Minnesota corporation, on behalf of the corporation.

Sharon K. Lewis Vincent
Notary Public

SHARON K. LEWIS-VINCENT
NOTARY PUBLIC-MINNESOTA
HENNEPIN COUNTY
My Commission Expires Jan. 31, 2000

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EXHIBIT A

UNITED STATES ISSUED PATENTS

Title	Patent Number	Issue Date
Root stimulating compsn. for plants, containing two acrylate copolymers with surfactant and foam suppressant	US 4227911	10/14/80

FOREIGN ISSUED PATENTS

None

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Mark	Registration Number	Registration Date
LIFE TRACK	2255086	6/22/99
HOME RUN	2174360	7/21/98
RAIN FAST	2107310	10/21/97
HY-VAC	2154944	5/5/98
CONKLIN	2182373	8/18/98
MOUNTAIN STREAM	2195575	10/13/98
CONKLIN	2213128	12/22/98
WAUSH	2005938	10/8/96
INHIBODOR	1910936	8/15/95
FEEDSTORE	1824021	3/1/94
FORTRESS	1828739	3/29/94
X-CYTO	1772143	5/18/93
BENCHMARK	1813736	12/28/93
FEEDSTORE	1663883	11/12/91
CONKLIN	1700041	7/14/92
MASTER GUARD ASPHALT SYSTEM	1663109	11/5/91
AGROVANTAGE	1643180	4/30/91

Mark	Registration Number	Registration Date
NRA	1597025	5/22/90
SCALE AWAY	1603266	6/26/90
AQUAFIER	1567001	11/21/89
360-S	15598117	10/10/89
SATURALL 85	1467866	12/8/87
FASTRACK X15	1469939	12/22/87
PRO-SERVE II	1479219	3/8/88
HY-CROWN	1480811	3/15/88
GUARDIAN	1593699	5/1/90
METAL READY	1424496	1/13/87
ALUMIFY	1420718	12/16/86
FASTRACK	1420340	12/9/86
COZY	1391274	4/29/86
TRANSMAX	1374511	12/10/85
EXTEND	1332756	4/30/85
ADHERE	1332755	4/30/85
POLYTUFF	1397275	6/17/86
CONKLIN	1333886	5/7/85
CLEARLY THE LIQUID LEADER	1341810	6/18/85
RITE-ON	1302361	10/30/84
AMPLIFY-D	1267521	2/21/84
SPRING DEW	1258166	11/22/83

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Mark	Registration Number	Registration Date
PRO-SERVE	1250787	1/17/89
INSULMASTER	1309901	12/18/84
POLYMATE	1246729	8/2/83
AMPLIFY	1222252	1/4/83
PRIME TIME	1308028	12/4/84
SHOW KOTE	1187292	1/26/82
DIESEL PLUS	1216294	11/16/82
FUEL MATE PLUS	1187263	1/26/82
TRANS LAST	1143027	12/16/80
CUDDLES	1138172	7/29/80
BATTALION	1140143	10/7/80
TOP SPEC	1143077	12/16/80
BONTZ	1138171	7/29/80
FEAST	1138544	8/12/80
TKO CONKLIN	1123888	8/14/79
SUPER FLUID	1150723	4/13/81
SATURALL	1105380	11/7/78
WEX	1062551	4/5/77
CONVOY	1101142	9/5/78
AXIS	11138779	2/27/79
ENDURO	1098450	8/8/78
RAPID PROOF III	1097814	8/1/78

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Mark	Registration Number	Registration Date
WALL-UP	1093505	6/20/78
CONKLIN	1093499	6/20/78
CRUST BUSTER	1048784	9/28/76
SILVER PRIME	1047481	9/7/76
HEAD START	1043933	7/20/76
GOLD GUARD	1042077	6/29/76
RUST NOT	1088451	4/4/78
SAFE	1068770	7/5/77
SHINE N' STAY	1013340	6/17/75
SANOX II	1051634	11/2/76
RUST BOMB	0892335	6/9/70
DIKE	0910519	3/30/71
4-POWER	0897082	8/18/70
WEX	0939405	8/1/72
MOX	0925978	12/21/71
FUEL MATE	0998627	11/19/74
CONKLIN	0994494	10/1/74
LUBOIL	0994552	10/1/74
RUST OFF	1016040	7/15/75

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APPLICATIONS

MAGNIFY

BULLS EYE

RAVE

CLIMATUFF

COLLECTIVE MEMBERSHIP MARKS

None

UNREGISTERED MARKS

None