FORM PTO-1594
(Rev. 3/01)

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

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

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):

Wells Fargo Business Credit, 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: Chief Industries, Inc.

Internal Address: P.O. Box 2078

Street Address: 3942 Old West Highway 30

City: Grand Island State: Nebraska ZIP: 68802-2078

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation - State Delaware
- ☐ 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 Amendment to Patent and Trademark Security Agreement

Execution Date(s): December 22, 2003

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

A. Trademark Application No(s).

B. Trademark No(s)

2,385,766

Additional numbers attached? ☐ Yes ☒ No

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

Name: Christopher R. Hilberg - Oppenheimer Wolff & Donnelly LLP

Internal Address: 3300 Plaza VII Building

Street Address: 45 South Seventh Street

City: Minneapolis State: MN ZIP: 55402

Our File No.: 15311-53

6. Total number of applications and registrations involved: 1

7. Total Fee (37 CFR 3.41) ..... $40.00.

- ☐ 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.)

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

Signature

January 8, 2004
Date

Total number of pages including cover sheet, attachments, and document: 7

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

CH $40.00 501901 2385766

Additional Receiving Parties

Chief Transportation Products, Inc.
3942 Old West Highway 30
P.O. Box 2078
Grand Island, Nebraska 68802-2078
Nebraska Corporation

Chief Ethanol Fuels, Inc.
3942 Old West Highway 30
P.O. Box 2078
Grand Island, Nebraska 68802-2078
Delaware Corporation

Eagle Crest Homes, Inc.
3942 Old West Highway 30
P.O. Box 2078
Grand Island, Nebraska 68802-2078
Nebraska Corporation

G.I.C.C. Brokerage, Inc.
3942 Old West Highway 30
P.O. Box 2078
Grand Island, Nebraska 68802-2078
Nebraska Corporation

Grand Island Contract Carriers, Inc.
3942 Old West Highway 30
P.O. Box 2078
Grand Island, Nebraska 68802-2078
Nebraska Corporation

AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

This Amendment, dated as of December 22, 2003, is made by and among CHIEF INDUSTRIES, INC., a Delaware corporation ("Industries"), CHIEF TRANSPORTATION PRODUCTS, INC., a Nebraska corporation ("Transportation"), CHIEF ETHANOL FUELS, INC., a Delaware corporation ("Ethanol"), EAGLE CREST HOMES, INC., a Nebraska corporation ("Eagle Crest"), G.I.C.C. BROKERAGE, INC., a Nebraska corporation ("GICC"), GRAND ISLAND CONTRACT CARRIERS, INC., a Nebraska corporation ("Carriers"; hereafter, Industries, Transportation, Ethanol, Eagle Crest, GICC, and Carriers will be collectively referred to as the "Borrower") and WELLS FARGO BUSINESS CREDIT, INC., a Minnesota corporation (the "Lender").

Recitals

Industries, Transportation and the Lender are parties to a Patent and Trademark Security Agreement dated as of September 30, 2003, (the "Patent and Trademark Security Agreement"). Capitalized terms used in these recitals have the meanings given to them in the Credit and Security Agreement dated September 30, 2003, and the Patent and Trademark Security Agreement unless otherwise specified.

The Borrower has requested that certain amendments be made to the Patent and Trademark Security Agreement, which the Lender is willing to make pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is agreed as follows:

1. Release of Security Interest. The Lender agrees to release its security interest in "SHAR-LO", Trademark Registration Number 2385766, registered in the United States Patent and Trademark Office on September 12, 2000.

2. Amendment of Exhibit B. The Patent and Trademark Security Agreement is hereby amended by deleting in its entirety Exhibit B contained in the Patent and Trademark Security Agreement and replacing it with the attached, revised and restated Exhibit B.

3. No Other Changes. Except as explicitly amended by this Amendment, all of the terms and conditions of the Patent and Trademark Security Agreement shall remain in full force and effect.

4. Representations and Warranties. The Borrower hereby represents and warrants to the Lender as follows:

   a. The Borrower has all requisite power and authority to execute this Amendment and to perform all of its obligations hereunder, and this Amendment has been duly executed and delivered by the Borrower and constitute the legal, valid and binding obligation of the Borrower, enforceable in accordance with its terms.

   b. The execution, delivery and performance by the Borrower of this Amendment have been duly authorized by all necessary corporate action and do not (i) require any

authorization, consent or approval by any governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect, having applicability to the Borrower, or the articles of incorporation or by-laws of the Borrower, or (iii) result in a breach of or constitute a default under any indenture or loan or credit agreement or any other agreement, lease or instrument to which the Borrower is a party or by which it or its properties may be bound or affected.

c. All of the representations and warranties contained in Article III of the Patent and Trademark Security Agreement are correct on and as of the date hereof as though made on and as of such date, except to the extent that such representations and warranties relate solely to an earlier date.

5. No Waiver. The execution of this Amendment and acceptance of any documents related hereto shall not be deemed to be a waiver of any Event of Default under the Patent and Trademark Security Agreement or breach, default or event of default under any Security Document or other document held by the Lender, whether or not known to the Lender and whether or not existing on the date of this Amendment.

6. Release. The Borrower hereby absolutely and unconditionally releases and forever discharges the Lender, and any and all participants, parent corporations, subsidiary corporations, affiliated corporations, insurers, indemnitors, successors and assigns thereof, together with all of the present and former directors, officers, agents and employees of any of the foregoing, from any and all claims, demands or causes of action of any kind, nature or description, whether arising in law or equity or upon contract or tort or under any state or federal law or otherwise, that the Borrower has had, now has or has made claim to have against any such person for or by reason of any act, omission, matter, cause or thing whatsoever arising from the beginning of time to and including the date of this Amendment, whether such claims, demands and causes of action are matured or unmatured or known or unknown.

7. Costs and Expenses. The Borrower hereby reaffirms its agreement under the Credit Agreement to pay or reimburse the Lender on demand for all costs and expenses incurred by the Lender in connection with the Loan Documents, including without limitation all reasonable fees and disbursements of legal counsel. Without limiting the generality of the foregoing, the Borrower specifically agrees to pay all fees and disbursements of counsel to the Lender for the services performed by such counsel in connection with the preparation of this Amendment and the documents and instruments incidental hereto. The Borrower hereby agrees that the Lender may, at any time or from time to time in its sole discretion and without further authorization by the Borrower, make a loan to the Borrower under the Credit Agreement, or apply the proceeds of any loan, for the purpose of paying any such fees, disbursements, costs and expenses.

8. Miscellaneous. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument.

TRADEMARK
REEL: 002774 FRAME: 0851

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first written above.

Chief Industries, Inc.
3942 Old West Highway 30
P.O. Box 2078
Grand Island, Nebraska 68802-2078

CHIEF INDUSTRIES, INC.

By _____
Its President and Chief Executive Officer

Chief Transportation Products, Inc.
3942 Old West Highway 30
P.O. Box 2078
Grand Island, Nebraska 68802-2078

CHIEF TRANSPORTATION PRODUCTS, INC.

By _____
Its President and Chief Executive Officer

Chief Ethanol Fuels, Inc.
3942 Old West Highway 30
P.O. Box 2078
Grand Island, Nebraska 68802-2078

CHIEF ETHANOL FUELS, INC.

By _____
Its President and Chief Executive Officer

Eagle Crest Homes, Inc.
3942 Old West Highway 30
P.O. Box 2078
Grand Island, Nebraska 68802-2078

EAGLE CREST HOMES, INC.

By _____
Its President and Chief Executive Officer

G.I.C.C. Brokerage, Inc.
3942 Old West Highway 30
P.O. Box 2078
Grand Island, Nebraska 68802-2078

G.I.C.C. BROKERAGE, INC.

By _____
Its President and Chief Executive Officer

Grand Island Contract Carriers, Inc.
3942 Old West Highway 30
P.O. Box 2078
Grand Island, Nebraska 68802-2078

GRAND ISLAND CONTRACT CARRIERS, INC.

By _____
Its President and Chief Executive Officer

TRADEMARK
REEL: 002774 FRAME: 0852

Wells Fargo Business Credit, Inc.
Wells Fargo Center
MAC N9312-040
Sixth and Marquette
Minneapolis, Minnesota 55479

WELLS FARGO BUSINESS CREDIT, INC.

By _____
Brian J. Waldinger
Its Vice President

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS REGISTRATIONS

Mark	Registration Number	Registration Date
"Chief" with Indianhead Logo	862,570	December 31, 1968
Indianhead Logo (Without the "Chief")	2,037,108	February 11, 1997
"Bellavista"	2,406,118	November 21, 2000
"Bellavista" Stylized	2,410,558	December 5, 2000
"Bonnavilla"	2,397,942	October 24, 2000
"Bonnavilla" Stylized	2,429,642	February 20, 2001
"Caldwell" Plus Words, Letters and/or numbers in Stylized Form	1,168,025	September 8, 1981
"York" Design plus Words, Letters and/or Numbers	1,996,865	August 27, 1996
"King of the Road" with Crown Logo	1,282,371	June 19, 1984
"King of the Road"	1,956,644	February 13, 1996

APPLICATIONS

Mark	Serial Number	Registration Date
"Superview Led"	76/310,660	July 2, 2002
"Genesis" with Stylized "G" Surrounding the Word	78/245,675	May 5, 2003

OPPENHEIMER: 1513976 v02 12/18/2003

TRADEMARK
RECORDED: 01/08/2004
REEL: 002774 FRAME: 0854