

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Woods Equipment Company

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

Citizenship (see guidelines) _____

Execution Date(s) June 17, 2004

Additional names of conveying parties attached? ☒ Yes ☐ No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: LaSalle Business Credit, LLC

Internal

Address: _____

Street Address: 135 South LaSalle Street

City: Chicago

State: Illinois

Country: USA Zip: 60603

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other limited liability company Citizenship Delaware

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

76/594143

B. Trademark Registration No.(s)

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Mariann R. Murphy

Internal Address: Jenner & Block LLP

Street Address: One IBM Plaza

City: Chicago

State: Illinois Zip: 60611

Phone Number: (312) 840-7860

Fax Number: (312) 840-7884

Email Address: mmurphy@jenner.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 10-0460

Authorized User Name Mariann R. Murphy

9. Signature:

Mariann R. Murphy
Signature

July 14, 2004
Date

Mariann R. Murphy

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 100460 75594143

700098967

TRADEMARK
REEL: 002893 FRAME: 0336

Item 1 (continued)

WEC Company - a Delaware corporation

GenWoods HoldCo, LLC - a Delaware limited liability company

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 17th, 2004, by WOODS EQUIPMENT COMPANY, a Delaware corporation ("Woods"), WEC COMPANY, a Delaware corporation ("WEC" and, together with Woods, collectively, the "Companies"), and GenWoods HoldCo, LLC, a Delaware limited liability company ("Parent" and, together with the Companies, collectively, the "Grantors" and each, individually a "Grantor"), in favor of LASALLE BUSINESS CREDIT, LLC, in its capacity as administrative agent (in such capacity, the "Administrative Agent").

RECITALS

A. The Grantors have entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, the Companies.

B. Each Grantor has entered into that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Administrative Agent, the Issuing Bank and Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to the Administrative Agent, for itself and for the ratable benefit of the Lenders and the Issuing Bank, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, each Grantor has granted to the Administrative Agent, for itself and for the ratable benefit of the Lenders and the Issuing Bank, a security interest in substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, service marks, trademark applications, service mark applications and trademark and service mark licenses, and all products and proceeds thereof and goodwill associated therewith, to secure the payment of all amounts owing by such Grantor under the Credit Agreement and the other Loan Documents.

In consideration of the mutual agreements set forth herein, in the Credit Agreement and in the other Loan Documents, each Grantor does hereby grant to the Administrative Agent, for the benefit of itself, the Lenders and the Issuing Bank, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and service mark registration and trademark and service mark application for registration, including, without limitation, each trademark and service mark registration and trademark and service mark application for

registration referred to in Schedule 1 annexed hereto, together with any renewals or extensions thereof, and all goodwill associated therewith;


- (2) each trademark and service mark license granting to Grantors any rights in trademark or service marks to which a Grantor is a party, including, without limitation, each trademark and service mark license listed on Schedule 1 annexed hereto;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any trademark, service mark or license thereof (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof;
- (5) each patent license granting to Grantors any rights in patents to which a Grantor is a party, including, without limitation, each patent license listed on Schedule 2 annexed hereto;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any patent or license thereof (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. Each Grantor and the Administrative Agent hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement and/or the Credit Agreement, as applicable.

[signature page follows]

Each Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

WOODS EQUIPMENT COMPANY

By: 
Ferdinand F. Korndorf
Chairman, Chief Executive Officer and
President

WEC COMPANY

By: 
Ferdinand F. Korndorf
Chairman, Chief Executive Officer and
President

GENWOODS HOLDCO, LLC

By: 
Ferdinand F. Korndorf
Chairman and Chief Executive Officer

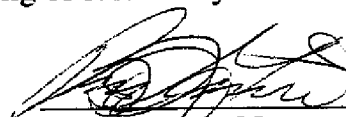
Acknowledged and Agreed to:

LASALLE BUSINESS CREDIT, LLC,
as Administrative Agent

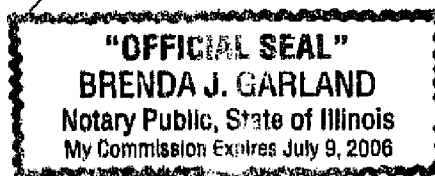
By: _____
C. John Mostofi
Senior Vice President

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 17th day of June, 2004, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Woods Equipment Company, WEC Company and GenWoods HoldCo, LLC, respectively, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



Notary Public



Signature Page to
Patent and Trademark Security Agreement

TRADEMARK
REEL: 002893 FRAME: 0341

Each Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

WOODS EQUIPMENT COMPANY

By: _____
Ferdinand F. Korndorf
Chairman, Chief Executive Officer and
President

WEC COMPANY


By: _____
Ferdinand F. Korndorf
Chairman, Chief Executive Officer and
President

GENWOODS HOLDCO, LLC

By: _____
Ferdinand F. Korndorf
Chairman and Chief Executive Officer

Acknowledged and Agreed to:

LASALLE BUSINESS CREDIT, LLC,
as Administrative Agent

By: 
C. John Mostofi
Senior Vice President

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

a. GenWoods HoldCo, LLC

NONE

b. Woods Equipment Company

NONE

c. WEC Company

Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
BATWING	72/142,476	747,222	4/17/1962	3/26/63
Batwing Design	74/417,332	1,890,417	7/26/1993	4/18/95
BMP	73/784,387	1,566,378	3/3/1989	11/14/89
CALCO	75/235,198	2,236,404	2/3/1997	4/6/99
CF & Design	73/570,498	1,396,482	11/26/1985	6/10/86
CF & Design Canada	753465	442890	4/29/1994	5/12/95
DUAL & Design Canada	417051	249519	10/28/1977	8/15/80
GANNON	73/253,990	1,182,720	3/14/1980	12/22/81
GILL	72/349,344	909,062	1/22/1970	3/2/71
GROUNDBREAKER			5/24/04	
INTRA-DRIVE	74/410,021	1,890,416	7/2/1993	4/18/95
JAW	72/444,148	1,005,542	12/19/1972	2/25/75
RIPPER BUCKET	74/484,750	1,892,945	1/31/1994	5/9/95

RIPPER BUCKET Canada	1030163	551697	9/27/1999	9/27/01
SAF-T-LOK	73/460,007	1,328,031	1/9/1984	4/2/85
SKIDTOOLS	75/669,770	2,495,364	3/29/1999	10/9/01
TISCO	75/034,551	2,094,219	12/19/1995	9/9/97
TISCO & DESIGN	75/034,513	2,150,038	12/19/1995	4/14/98
TRU-PART	75/244,633	2,322,710	2/20/1997	2/29/00
TRU-POWER	75/118,110	2,207,899	6/13/1996	12/8/98
WAIN ROY	72/066,830	684,757	1/30/1959	9/8/59
WOODS	73/202,597	1,187,361	2/5/1979	1/26/82
WOODS-DUAL	76/028,328	2,447,858	4/18/2000	5/1/01
VINTAGE IRON	78/219,273	Pending	2/26/2003	Pending
VINTAGE IRON Canada	1188230	Pending	2/26/2003	Pending

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

a. GenWoods HoldCo, LLC

NONE

b. Woods Equipment Company

Patent	Patent Application Number	Patent Registration Number	Date of Patent Application	Date Patent Issued
Adjustably Sealed Multi-Line Fluid Coupler	09/891,036	6,631,733	6/25/2001	10/14/2003
Hydra-Lift Stand for Loaders	07/559,725	5,129,780	7/30/1990	7/14/1992
Loader Mount	06/649,686	4,637,772	9/12/1984	1/20/1987
Multi-Line Fluid Connector	09/706,950	6,619,319	11/6/2000	9/16/2003
Rotary Machine System Having Hollow Tube Shaft And Plural Output Shafts	08/179,164	5,501,636	1/10/1994	3/26/1996

c. WEC Company

Patent	Patent Application Number	Patent Registration Number	Date of Patent Application	Date Patent Issued
Direct Pin Quick Coupler	09/587,731	6,431,785	6/5/2000	8/13/2002
Full Side Shift System for Detachable Rotary Apparatus	07/815,804	5,203,615	12/30/1991	4/20/1993
Hydraulic Grapple Assembly with Side Rotation Mechanism for Coupling To a Link Pivot and a Dipper Pivot of an Arm of Equipment	08/779,910	5,865,492	1/7/1997	2/2/1999
Hydraulic Tool Latch Bracket	09/431,739	6,230,740	11/1/1999	5/15/2001
Hydraulic Latch Pin Assembly for Coupling a Tool to a Construction Equipment	09/526,973	US RE 37,320	3/16/2000	8/14/2001
	Re-Issued from 08/634,561	Re-Issued from 5,727,342	4/18/1996	3/17/1998
Hydraulic Latch Pin Assembly for Coupling a Tool to a Construction Equipment	09/526,972	US RE 37,339	3/16/2000	8/28/2001
	Re-Issued from 08/947,441	Re-Issued from 5,966,850	9/24/1997	10/19/1999
Locking Mechanism for a Rotatable Shaft	09/139,627	6,055,798 2,280,059 Canada	8/24/1998	5/2/2000
Loader Coupler	07/092,173	4,824,319	9/2/1987	4/25/1989

Patent	Patent Application Number	Patent Registration Number	Date of Patent Application	Date Patent Issued
Milling Drum with Internal Drive Motor	08/098,509	5,382,084	7/28/1993	1/17/1995
Mower with Automatic Power Cut-Off	08/589,553	5,706,638	1/22/1996	1/13/1998
Multi-Line Fluid Connector	09/430,951	6,460,569	11/1/1999	10/8/2002
Multi-Line Fluid Connector	09/124,637	6,196,265	7/29/1998	3/6/2001
Multi-Line Rotatable Fluid Connector	09/431,333	6,321,787	11/1/1999	11/27/2001
Quick Coupler System	10/802,158	Pending	3/17/2004	
Removable Hydraulic Apparatus with Electric Control for Multiple Positioning Hydraulic Cylinders	08/075,340	5,299,857	6/10/1993	4/5/1994
Tool Coupler for Securing A Tool To A Tractor Linkage	08/537,978	5,634,735	10/2/1995	6/3/1997
Tool Coupler Latch Member	09/430,947	6,220,291	11/1/1999	4/24/2001