


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇨ ⇨ ⇨	REGISTRATION 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): Equipment Dealers Credit Company, LLC <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Delaware LLC</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Textron Financial Corporation</u> Internal Address: _____ Address: _____ Street Address: <u>7711 Bonhomme Ave., Suite 600</u> City: <u>St. Louis</u> State: <u>MO</u> Zip: <u>63105</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>06/27/02</u>	4. Application number(s) or registration number(s): A. Trademark Application No. (s) _____ _____ _____ B. Trademark Registration No. (s) <u>2189301</u> _____ _____ Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>E. Scott Johnson</u> Internal Address: <u>Ober, Kaler, Grimes & Shriver</u> _____ _____ Street Address: <u>120 East Baltimore Street</u> _____ City: <u>Baltimore</u> State: <u>MD</u> Zip: <u>21202-1643</u>	6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41): \$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>See method of payment on attached form PTO-2038</u>	
DO NOT USE THIS SPACE		
9. Signature. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>E. Scott Johnson</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <u>8/23/04</u> Date </div> </div> <div style="text-align: right; margin-top: 5px;"> Total number of pages including cover sheet, attachments, and document: 5 </div>		

CP \$40.00 2189301

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

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of June 27, 2002, among Textron Financial Corporation, a Delaware corporation ("Buyer"), Equipment Dealers Credit Company, LLC, a Delaware limited liability company ("Seller"), CIT Financial USA, Inc., a Delaware corporation ("CIT"), The CIT Group/Consumer Finance, Inc., a Delaware corporation ("CIT Consumer") and CIT Financial Ltd., an Ontario corporation ("CIT Canada").

WHEREAS, Seller is engaged, among other things, in the business of providing wholesale inventory financing programs to agricultural equipment dealers (the "Inventory Finance Business"); and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the assets defined herein as the Purchased Assets, all on the terms and subject to the conditions set forth herein;

WHEREAS, the CIT Guarantors have agreed to guarantee the obligations and undertakings of Seller in this Agreement as provided for in Article XIII hereof and CIT has agreed to enter into a Transition Services Agreement, as such term is defined herein, and to enter into certain agreements regarding the Identified Employees, as such term is defined herein, all on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. In this Agreement, the following terms have the meanings specified or referred to in this Section 1.1 and shall be equally applicable to both the singular and plural forms. Any agreement referred to below shall mean such agreement as amended, supplemented and modified from time to time to the extent permitted by the applicable provisions thereof and by this Agreement.

"Accounts Payable" means all pending orders relating to the Purchased Accounts as of the Valuation Date representing amounts to be paid after the Valuation Date in the ordinary course of business for which (a) invoices have been received by Seller but not approved by Seller (and no advances in respect thereof have been made or booked by Seller), (b) invoices have been received and approved by Seller (and no advances in respect thereof have been made or booked by Seller) and (c) Seller has issued or confirmed a commitment to a manufacturer in respect of which no invoice has been received by Seller (and no advance has been made or booked by Seller). For the avoidance of doubt, no invoice from a manufacturer that has been approved and booked (but not funded) by Seller prior to Closing shall constitute an "Account Payable," and Buyer shall not assume the same, and Seller shall remain solely liable to fund such invoice after the Closing. All approvals of invoices and fundings of approved invoices in respect of Purchased Accounts shall be subject to the terms and conditions set forth in the Purchased Account Documents and manufacturers' programs and agreements in respect thereof. A listing of all Accounts Payable of Seller as of the Valuation Date setting forth the type and amount of each such obligation, the manufacturer/payee of each such obligation and the Scheduled Dealer to which each such obligation relates is set forth as Schedule 1.1A.

8.6 Redocumentation. Buyer hereby acknowledges and confirms that after the Closing Date, Buyer intends to undertake efforts to redocument on Buyer's forms and pursuant to Buyer's procedures its on-going transactions with the Scheduled Dealers, provided that such redocumentation and such Credit Line limitation shall not be required if such re-documentation shall, in Buyer's reasonable determination, jeopardize any Purchased Account or the perfection or priority of any security interest in the Purchased Account Collateral or the other collateral therefor. Seller agrees to assist with and facilitate such process but Seller shall not be responsible for each Scheduled Dealer's complete cooperation regarding such process. Seller hereby assigns to Buyer, any trade names, trademarks, (including, without limitation, "Equipment Dealers Credit Company" or "EDCO") service marks, logos, symbols, graphics, copyrights, stylized lettering, color combinations or any combination or combinations of any one or more of the foregoing (collectively, the "Marks") plus the goodwill relating to the Marks (which Marks and goodwill have a nominal value). Buyer shall grant to Seller a royalty-free licence to use the Marks in the same manner as they were used prior to Closing for the purpose of collecting and realizing upon its existing portfolio of accounts which are not Purchased Accounts until the expiry of the eighteen (18) month period following Closing (which period may be extended for a further twelve (12) months if reasonably required). Seller may also continue using its name until the date on which Seller is wound up.

8.7 Non-Solicitation. None of Seller, CIT nor CIT Canada will directly or indirectly (a) solicit (i) any Scheduled Dealer, Debtor or Guarantor, (ii) any manufacturer in respect of any Purchased Account or (iii) any other Person located in the United States of America, in each case, for the provision of floor plan financing of agricultural equipment and (b) will not otherwise directly or indirectly compete with Buyer or its Affiliates in the agriculture wholesale inventory finance industry in the United States of America in respect of relationships or agreements with Seller, NAEDA Services, Inc., the members or former members of Seller, and all manufacturers and distributors of product that is collateral for the Purchased Accounts, for a period of two years after the Closing Date; provided, however, that in the event that CIT Group Inc. is acquired by or merges with another entity, or otherwise undergoes a material change in control, then the immediately foregoing provision shall be of no force or effect with respect to such acquiring, surviving or controlling entity.

8.8 Manufacturer Agreements. Buyer will use its best efforts to expeditiously enter into new remarketing and repurchasing agreements with manufacturers and CIT and Seller will use commercially reasonable efforts to assist Buyer in entering into such new agreements.

8.9 Manufacturer Reserves. The parties acknowledge that the Purchase Price as calculated in Schedule 3.1 reflects reserves that were taken by the Seller in connection with various manufacturers and transferred to the Buyer. Included in those reserves was an aggregate amount of \$17,885.87 which relates to dealer accounts which are not being sold to the Buyer hereunder ("Retained Accounts") related to Agracat. Buyer agrees that if Seller/CIT should suffer any losses in connection with the Retained Accounts as a result of Agracat's default in one of its obligations which losses would have been satisfied, in whole or in part, out of the said reserve of \$17,885.87, then on notice to Buyer accompanied by reasonable evidence of such loss, Buyer will remit to Seller/CIT the amount of any such loss to a maximum of \$17,885.87.

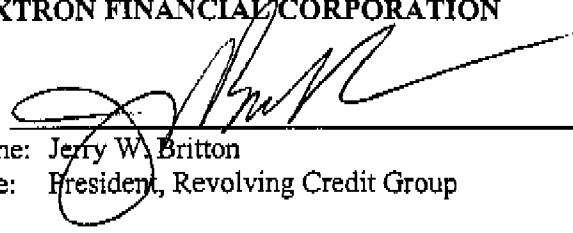
ARTICLE IX

CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER

The obligations of Buyer under this Agreement shall, at the option of the Buyer, be subject to the satisfaction or waiver, on or prior to the Closing Date, of the following conditions:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

TEXTRON FINANCIAL CORPORATION

By: 
Name: Jerry W. Britton
Title: President, Revolving Credit Group

EQUIPMENT DEALERS CREDIT COMPANY, LLC

By: _____
Name: William L. Schumm
Title: Vice-President

CIT FINANCIAL USA, INC.

By: _____
Name: William L. Schumm
Title: Executive Vice President

THE CIT GROUP/CONSUMER FINANCE, INC.

By: _____
Name: William L. Schumm
Title: Executive Vice President

CIT FINANCIAL LTD.

By: _____
Name: William L. Schumm
Title: Executive Vice President

[Signing Page: U.S. APA]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

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EQUIPMENT DEALERS CREDIT COMPANY, LLC

By: William L. Schumm
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