

01-15-2005

Form PTO-1594 (Rev. 10/02) OMB No. 0851-0027 (exp. 6/30/2005) Tab settings



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

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

1. Name of conveying party(ies) American Handling Systems, Inc.

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

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

- Assignment Merger Security Agreement Change of Name Other

Execution Date: January 9, 2004

2. Name and address of receiving party(ies) Name: Community State Bank Internal Address:

Street Address: 1812 Hwy Blvd. City: Spencer State: IA Zip: 51301

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached Schedule A

Additional number(s) attached: Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Clark J. Cunningham, President

Internal Address: Community State Bank

Street Address: 1812 Hwy Blvd

City: Spencer State: IA Zip: 51301

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$ 115.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Clark J. Cunningham, President Name of Person Signing

Signature

12-27-04 Date

Total number of pages including cover sheet, attachments, and document: 6

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

01/18/2005 GT0N11 00000003 1108404

01 FC:8521 40.00 OP 02 FC:8522 75.00 OP

### Schedule A

#### Registered Trademarks --

U.S. Trademark Registration No. 1,108,404 for "Taurus"

U.S. Trademark Registration No. 2,111,470 for "ReactionArm"

U.S. Trademark Registration No. 2,080,570 for "Conco"

U.S. Trademark Registration No. 1,212,172 for "Probot"

#### Unregistered Trademarks --

"SAM"

"Positech"

"Lode Arm"

DEBTOR NAME AND ADDRESS	SECURED PARTY NAME AND ADDRESS
American Handling Systems, Inc. 191 North Rush Lake Road Laurens, IA 50554	Community State Bank 1812 Hwy Blvd Spencer, IA 51301
Type: <input type="checkbox"/> individual <input type="checkbox"/> partnership <input checked="" type="checkbox"/> corporation <input type="checkbox"/> _____ State of organization/registration (if applicable) <u>Iowa</u> <input type="checkbox"/> If checked, refer to addendum for additional Debtors and signatures.	

**COMMERCIAL SECURITY AGREEMENT**

The date of this Commercial Security Agreement (Agreement) is January 9, 2004

**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):

See Attachments "A" and "B"

**USE OF PROPERTY.** The Property will be used for  personal  business  agricultural  \_\_\_\_\_ purposes.

DEBTOR	SECURED PARTY
American Handling Systems, Inc.	Community State Bank
By: <u>Peter L. Hong, President</u>	By: <u>Clark J. Cunningham, President</u>
By: <u>Kent V. Radford, Vice President</u>	

**ATTACHMENT "A"**

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this loan will be construed in accordance with federal law.
- b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

American Handling Systems, Inc.

By:

  
Peter L. Hong, President

By:


  
Kent V. Radford, Vice President

**AMERICAN HANDLING SYSTEMS, INC.**

**"ATTACHMENT B"**

<u>YEAR</u>	<u>MAKE</u>	<u>VIN NUMBER</u>
1961	Ford	F60DK181801
1979	Chevrolet	CCL449J115060
1990	Chevrolet	1GNEL19Z8LB199206
1996	Ford	2FMDA5142TBB79895
1994	Ford	1FALP524IRG172280

**AMERICAN HANDLING SYSTEMS, INC.**

By:   
 Peter L. Hong, President

By:   
 Kent V. Radford, Vice President