

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment to Patent, Copyright and Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ORTHMAN MANUFACTURING INC.		02/01/2005	CORPORATION: NEBRASKA
RECEIVING PARTY DATA			
Name:	TEXTRON FINANCIAL CORPORATION		
Street Address:	11575 Great Oaks Way		
Internal Address:	Suite 210		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30022		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1554410	QUINSTAR	
CORRESPONDENCE DATA			
Fax Number:	(202)728-0744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2027216405		
Email:	christine.wilson@t-t.com		
Correspondent Name:	Christine Wilson		
Address Line 1:	1750 K Street, NW		
Address Line 2:	Suite 200		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
NAME OF SUBMITTER:	CHRISTINE WILSON		
Signature:	/CHRISTINE WILSON/		
Date:	03/02/2005		

CH \$40.00 1554410

Total Attachments: 6

source=orthman - textron#page1.tif

source=orthman - textron#page2.tif

source=orthman - textron#page3.tif

source=orthman - textron#page4.tif

source=orthman - textron#page5.tif

source=orthman - textron#page6.tif

**AMENDMENT TO PATENT, COPYRIGHT
AND TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT TO PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT (the "Amendment") is made as of the ~~1st~~ day of ~~January~~^{February}, 2005 between **ORTHMAN MANUFACTURING INC.**, a Nebraska corporation ("Debtor") and **TEXTRON FINANCIAL CORPORATION**, a Delaware corporation ("Secured Party").

RECITALS

A. Debtor and Secured Party are parties to a certain Loan and Security Agreement dated as of November 30, 2004, pursuant to which Secured Party has agreed to extend credit to Debtor in the maximum amount of \$7,500,000 (as amended, restated, modified and supplemented from time to time, the "Loan Agreement"). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement (as this term is defined below).

B. In order to induce Secured Party to enter into the Loan Agreement and the transactions contemplated thereby, and as a condition thereto, Debtor has executed and delivered to Secured Party a Patent and Trademark Security Agreement dated as of November 30, 2004 (the "Security Agreement") pursuant to which Debtor has assigned and granted to Secured Party a security interest in and to all of Debtor's right, title, and interest in and to the Intellectual Property described on Schedule A thereto.

C. Since the date of the Security Agreement, Debtor has acquired additional Intellectual Property and wishes to amend the Security Agreement to confirm that such additional Intellectual Property is included within the definition of Intellectual Property Collateral under the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. As of the date hereof, Schedule A of the Security Agreement is amended to add the additional Intellectual Property set forth on Schedule A-1 attached hereto. All other items of Intellectual Property set forth on Schedule A continue to be owned by the Debtor and remain subject to Secured Party's security interest.

2. Debtor hereby confirms that, as collateral security for the prompt and punctual payment and performance of the Obligations by Debtor and for the prompt performance by Debtor of its obligations and undertakings under the Security Agreement as amended, Debtor hereby grants to Secured Party, its successors and assigns, a security interest in all of the Intellectual Property Collateral, whether now owned or hereafter acquired by Debtor, and hereby grants, pledges and hypothecates such Intellectual Property Collateral to Secured Party. Debtor acknowledges that the security interest granted to the Secured Party pursuant to Section 1 of the Security Agreement is and continues to be a first lien and security interest upon the

Collateral. This Amendment is not intended to create a new lending relationship between the Secured Party and Debtor but rather to confirm the terms, conditions, and provisions of an existing relationship. Debtor hereby confirms that the provisions of this Section 2 shall be deemed to ratify the existing security interest of the Secured Party in the Intellectual Property Collateral to the extent such security interest existed prior to the date hereof, and to create a security interest to the extent that no security interest therein existed in favor of the Secured Party.

3. Debtor hereby agrees with, reaffirms and acknowledges the representations and warranties contained in the Security Agreement and further acknowledges and agrees that such representations and warranties apply to the Intellectual Property Collateral added pursuant to Section A-1. Furthermore, Debtor represents that, as of the date hereof, all representations and warranties contained in the Security Agreement continue to be true and in full force and effect. This agreement, reaffirmation and acknowledgment is given to Secured Party by Debtor without defense, set-off, claim or counterclaim of any kind. To the extent that any defenses, set-offs, claims or counterclaims against Lender may exist, Debtor waives and releases Lender from same.

4. Debtor ratifies and reaffirms all terms, covenants, conditions and agreements contained in the Security Agreement.

5. All other terms and conditions of the Security Agreement shall remain unchanged and in full force and effect.


6. This Amendment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties hereby acknowledge and agree that facsimile signatures of this Agreement shall have the same force and effect as original signatures.

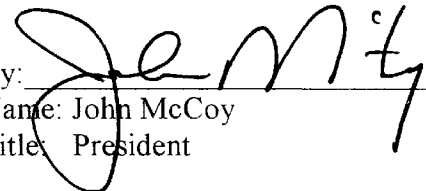
IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date set forth above.

ATTEST

DEBTOR:

ORTHMAN MANUFACTURING INC.


[CORPORATE SEAL]

By: 
Name: John McCoy
Title: President

Address: 75765 Road 435
P. O. Box B
Lexington, NE 68850
Attention: John McCoy, President
Facsimile: 308-324-5001

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date set forth above.

ATTEST

DEBTOR:

ORTHMAN MANUFACTURING INC.

[CORPORATE SEAL]

By: _____
Name: John McCoy
Title: President

Address: 75765 Road 435
P. O. Box B
Lexington, NE 68850
Attention: John McCoy, President
Facsimile: 308-324-5001

SECURED PARTY:

TEXTRON FINANCIAL CORPORATION

By: Kurt Kalliomaa
Name: Kurt Kalliomaa
Title: Senior Account Executive

Address: 11575 Great Oaks Way, Suite 210
Alpharetta, GA 30022
Attention: SVP-ABLG Portfolio Mgmt
Facsimile: (770) 360-1672
Gloria A. Fazzolari, Esq.
Textron Financial Corporation
Suite 210
11575 Great Oaks Way
Alpharetta, GA 30022
Facsimile: (678) 297-4471

with a copy to:

Amendment to Security Agreement

SECURED PARTY:

TEXTRON FINANCIAL CORPORATION

By: _____
Name: _____
Title: _____

Address: 11575 Great Oaks Way, Suite 210
Alpharetta, GA 30022
Attention: SVP-ABLG Portfolio Mgmt
Facsimile: (770) 360-1672
Gloria A. Fazzolari, Esq.
Textron Financial Corporation
Suite 210
11575 Great Oaks Way
Alpharetta, GA 30022
Facsimile: (678) 297-4471

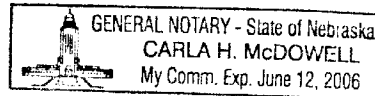
with a copy to:

STATE OF NEBRASKA)
) ss:
COUNTY OF Douglas

BEFORE ME, the undersigned, a Notary Public in and for the county aforesaid, on this 24th day of January, 2005, personally appeared John McCoy to me known personally, and who, being by me duly sworn, deposes and says that he is the President of Orthman Manufacturing Inc., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said person acknowledged said instrument to be the free act and deed of said corporation.

Carla H. McDowell
Notary Public

My Commission Expires:



STATE OF NEBRASKA)
) ss:
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public in and for the county aforesaid, on this ___ day of January, 2005, personally appeared John McCoy to me known personally, and who, being by me duly sworn, deposes and says that he is the President of Orthman Manufacturing Inc., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said person acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

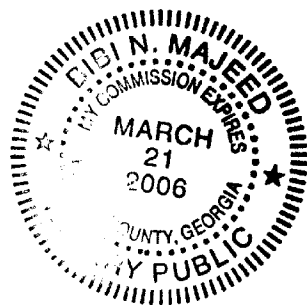
My Commission Expires:

STATE OF Georgia
) ss:
COUNTY OF Fulton)

BEFORE ME, the undersigned, a Notary Public in and for the county aforesaid, on this 26th day of January, 2005, personally appeared Kurt Lallio to me known personally, and who, being by me duly sworn, deposes and says that he/she is the Sr. Account Exec. of **Textron Financial Corporation**, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said person acknowledged said instrument to be the free act and deed of said corporation.

Bibi N. Majeed
Notary Public

My Commission Expires:



Amendment to Security Agreement

SCHEDULE A-1
Intellectual Property Collateral

TRADEMARKS

SCHEDULE A-1
Additional Intellectual Property Collateral

TRADEMARKS

<u>Trademark/Service Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration/Filing Date</u>
Quinstar	USA	1,554,410	Recorded: 09-05-89

PATENTS

<u>Patent</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration/Filing Date</u>
Blade Plow with Vertically Reciprocating Blades	USA	5669452	Filing Date: 9-23-97

TRADENAMES

Quinstar

SCHEDULE A-1
(to Amendment to Patent, Copyright and Trademark Security Agreement)