

Form PTO-159-4  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
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):  
J. R. Short Milling Company  
 Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation    Illinois  
 Other \_\_\_\_\_  
 Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
 Name: Harris Trust and Savings Bank  
 Internal Address: \_\_\_\_\_  
 Street Address: 111 West Monroe Street  
 City: Chicago                      State: IL                      ZIP: 60603  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State    Illinois  
 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 names(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_  
 Execution Date: May 6, 2005

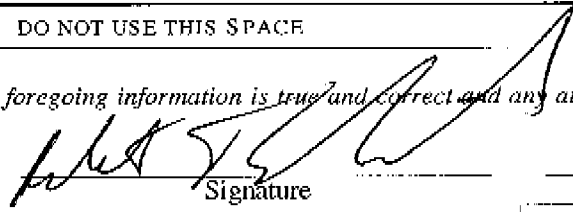
4. Application number(s) or trademark number(s):  
 A. Trademark Application No.(s)  
 B. Trademark Registration No.(s)  
 1,553,939                      1,910,301                      1,073,740  
 634,139                        705,031                        1,614,099  
 281,822                        591,377                        804,348  
 945,612                        1,176,429  
 Additional numbers attached?  Yes  No

1,553,939	1,910,301	1,073,740
634,139	705,031	1,614,099
281,822	591,377	804,348
945,612	1,176,429	

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Robert J. Schneider  
 Internal Address: Chapman and Cutler LLP  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 111 West Monroe Street  
 \_\_\_\_\_  
 City: Chicago                      State: IL                      ZIP: 60603

6. Total number of applications and trademarks involved: 11  
 7. Total fee (37 CFR 3.41)    \$ 290.00  
 Enclosed  
 Authorized to be charged to deposit account  
 8. Deposit account number:  
50-0305  
 (Attach duplicate copy of this page if paying by deposit account)  
 Attorney Docket No. 1605831

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.*  
Robert J. Schneider                                            May 10, 2005  
 Name of Person Signing                      Signature                      Date  
 Total number of pages including cover sheet, attachments, and document: 8

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:  
United States Patent and Trademark Office, Box Assignments  
Washington, DC 20231

CH \$290.00 500305 1653939

### TRADEMARK COLLATERAL AGREEMENT

This 6th day of May, 2005, J. R. Short Milling Company, an Illinois corporation ("*Debtor*") with its mailing address at 1580 Grinnell Road, Kankakee, Illinois 60901, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the

trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

J. R. SHORT MILLING COMPANY

By Dennis Bunck  
Its EXEC. V.P., C.O.O.

DENNIS J. BUNCK  
(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK

By \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
(Type or Print Name)

trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

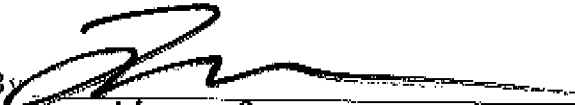
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

J. R. SHORT MILLING COMPANY

By \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK

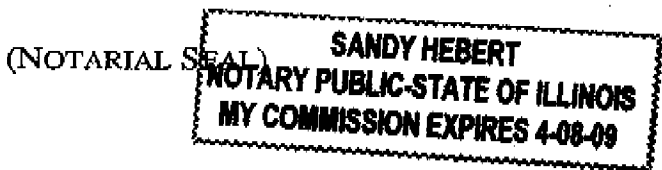
By  \_\_\_\_\_  
Its Vice President

Lawrence A. Mizera  
(Type or Print Name)

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF KANKAKEE )

I, SANDY HEBERT a Notary Public in and for said County, in the State aforesaid, do hereby certify that DENNIS J. BUNCK, of J. R. Short Milling Company, an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such EXEC. U.P. C.O.D. appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 6 day of May, 2005.



Sandy Hebert  
Notary Public

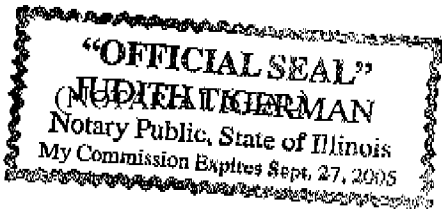
SANDY HEBERT  
(Type or Print Name)

My Commission Expires:  
4-08-09

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, JUDITH TIGERMAN, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lawrence A. Mizeró, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VICE PRESIDENT, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 9 day of May, 2005.



Judith Tigerman  
Notary Public

JUDITH TIGERMAN  
(Type or Print Name)

My Commission Expires:

9/27/05

**SCHEDULE A-1  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

TRADEMARK	REG. NO.	REG. DATE
Ceratex	1,553,939	8/29/1989
Ceratex (Stylized)	634,139	9/4/1956
Ceratex (Stylized)	281,822	3/31/1931
Short-Cut	945,612	10/24/1972
Short-Cut	1,910,301	8/8/1995
Short's Special 70 & Design	705,031	9/27/1960
Sunlite	591,377	6/15/1954
Sunlite	1,176,429	11/3/1981
Sunlite	1,073,740	9/20/1977
Sunlite	1,614,099	9/18/1990
Sunlite (Stylized)	804,348	2/22/1966

**SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

None