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TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest and Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HCC, Inc.		12/12/2005	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	LaSalle Bank National Association
Street Address:	135 S. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association - Bank:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2942102	GATEWAY

CORRESPONDENCE DATA

Fax Number: (312)782-1745

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (312) 580-2347

Email: abryant@fagelhaber.com

Correspondent Name: FagelHaber LLC, Attn: Anita Bryant
Address Line 1: 55 E. Monroe Street, 40th Floor
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	597750.0012
NAME OF SUBMITTER:	Anita L. Bryant
Signature:	/Anita L. Bryant/
Date:	02/03/2006

TRADEMARK REEL: 003240 FRAME: 0338

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Total Attachments: 18

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COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

This Collateral Assignment of Intellectual Property (this "Assignment") is made and entered into as of December 12, 2005, by and between LaSalle Bank National Association, a national banking association ("Lender"), and HCC, Inc., an Illinois corporation ("HCC"), and Triple C Manufacturing, Inc., a Kansas corporation ("Triple C") (Triple C and HCC are each a "Borrower" and collectively referred to as "Borrowers").

WITNESSETH:

WHEREAS, contemporaneously herewith, Lender is providing certain extensions of credit, loans and other financial accommodations (the "Financial Accommodations") to Borrowers pursuant to that certain Amended and Restated Loan and Security Agreement of even date herewith by and between Lender and Borrowers (as amended or restated from time to time, the "Loan Agreement") and the "Other Agreements" (as defined in the Loan Agreement) (the Loan Agreement, together with the Other Agreements are collectively the "Loan Documents");

WHEREAS, pursuant to the Loan Documents, Borrowers granted to Lender a first position priority security interest and lien in and to all of Borrowers' assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests, of any kind, nature or description whatsoever; and

WHEREAS, Lender is willing to provide the Financial Accommodations to Borrowers, provided, among other things, Borrowers execute and deliver this Assignment to Lender.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of Borrowers and Lender set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrowers covenant unto and agree with Lender as follows:

- 1. <u>Incorporation of Loan Agreement</u>. The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms in this Agreement, including the Exhibits, which have an initial capital letter where not required by the rules of grammar, and which are not otherwise defined herein, are used herein as defined in the Loan Agreement.
- 2. <u>Collateral Assignment of Intellectual Property</u>. To secure the full and timely payment and performance of all of Borrowers' Liabilities, each Borrower hereby grants and conveys to Lender a first position priority security interest and lien in and to all of such Borrower's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (collectively the "Intellectual Property Collateral"):
- A. (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on Exhibit "A", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Trademarks");
- B. (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on Exhibit "B", (ii) renewals, reissues, divisions, continuations,

extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively the "Patents");

- C. (i) all copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on Exhibit "C", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Copyrights");
- D. all license agreements for Trademarks, Patents and Copyrights, whether such Borrower is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit "D", and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Loan Agreement now or hereafter owned by such Borrower and now or hereafter covered by such licenses (collectively the "Licenses"); and
- E. the goodwill of such Borrower's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

This Assignment is made for collateral purposes only. Borrowers acknowledge and agree that upon the occurrence and continuance of an Event of Default, and upon written notice to Borrowers, the Intellectual Property Collateral shall be immediately conveyed to Lender without any further action by any party, and Lender shall have the power to use and/or sell the Intellectual Property Collateral. Borrowers covenant and agree to execute and deliver to Lender all agreements, instruments, documents and other written matter that Lender may request, in form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interest and lien in and to the Intellectual Property Collateral and to consummate the transactions contemplated by this Paragraph 2.

3. Restrictions on Future Agreements.

- A. Borrowers agree that until the Liabilities shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, Borrowers will not, without Lender's prior written consent, enter into any document, instrument or agreement, which is inconsistent with Borrowers' obligations under this Assignment. Borrowers further agree that they will not take any action, or permit any action to be taken by others subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Assignment.
- B. Each Borrower hereby represents and warrants to Lender that such Borrower has not granted any license to any Person other than Lender in connection with any of the Intellectual Property Collateral. Each Borrower hereby covenants unto Lender that until the Liabilities shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, such Borrower shall not grant any license to any third party in connection with the Intellectual Property Collateral, without Lender's prior written consent.

- 4. New Trademarks, Patents, Copyrights and Licenses. Each Borrower represents and warrants that the Trademarks, Patents, Copyrights and Licenses listed on Exhibits "A", "B", "C" and "D" respectively constitute all of the trademarks, trademark registrations, patents, patent registrations, copyrights, applications therefor and licenses now owned by such Borrower. If, prior to payment of the Liabilities in full, such Borrower shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, application for copyright registration or licenses, or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, copyright, application for copyright registration or license renewal, the provisions of Paragraph 2 above shall automatically apply thereto and such Borrower shall provide Lender with immediate notice thereof. Borrowers hereby authorize Lender to modify this Assignment by amending Exhibits "A", "B", "C" and "D" to include any future trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, applications for copyright registration and licenses.
- Property Collateral after an Event of Default as described above shall be without any liability for royalties or other related charges from Lender to Borrowers. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents, Copyrights and Licenses assigned hereunder, or (ii) the payment to Lender of the Liabilities in full and the termination of the Loan Documents.
- 6. <u>Lender's Right to Inspect</u>. Lender shall have the right to inspect Borrowers' premises and to examine Borrowers' books, records and operations, including, without limitation, Borrowers' quality control processes. Upon an Event of Default, Borrowers agree that Lender shall have the right to establish such additional product quality controls as Lender, in its sole discretion, may deem necessary to assure maintenance of the quality of products sold by Borrowers under the Trademarks, Patents, Copyrights or Licenses. Borrowers agree (i) not to sell or assign its interest in, or grant any licenses under, the Trademarks, Patents, Copyrights or Licenses; (ii) to maintain the quality of any and all products produced in connection with the Intellectual Property Collateral consistent with the quality of said products in any way without Lender's prior written consent.
- 7. Nature and Termination of Lender's Security Interest. This Assignment is made for collateral purposes only. Except as otherwise provided in Paragraphs 3, 6, 8 and 13 hereof, nothing contained herein shall be deemed to limit in any way Borrowers' right to use the Trademarks, Patents, Copyrights or Licenses or to grant to Lender any right to use the Trademarks, Patents, Copyrights or Licenses prior to an Event of Default.
- 8. <u>Duties of Borrowers</u>. Borrowers shall have the duty (i) to prosecute diligently any trademark, patent and copyright registration pending as of the date hereof or at any time hereafter, until the Liabilities shall have been paid in full, (ii) to make applications for trademarks, patents and copyrights, as appropriate, and (iii) to preserve and maintain all Intellectual Property Collateral. Any expenses incurred in connection with such applications shall be borne by Borrowers. Borrowers shall not abandon any Intellectual Property Collateral, without the consent of Lender.
- 9. <u>Lender's Right to Sue</u>. Upon an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or in the name of a Borrower to enforce the Trademarks, Patents, Copyrights and Licenses. If Lender shall commence any such suit, Borrowers shall, at the request of Lender, do any and all acts and execute any and all instruments, documents and

agreements required by Lender to enforce such Intellectual Property Collateral, and Borrowers shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights and remedies under this Paragraph 9.

- Borrowers of any provision of this Assignment shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an Event of Default shall not suspend, waive or affect any other Event of Default, whether same is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of Borrowers contained in this Assignment and no Event of Default by Borrowers shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing signed by an officer of Lender and directed to Borrowers specifying such suspension or waiver.
- 11. <u>Severability</u>. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.
- 12. <u>Modification</u>. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 4 hereof or by a writing signed by the parties hereto.
- Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. Lender's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Borrower hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as such Borrower's true and lawful attorney-in-fact, with power, upon an Event of Default and commencement by Lender of any of its rights and remedies whatsoever, whether pursuant to this Assignment, the Loan Documents, at law, in equity or otherwise, to (a) endorse such Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in connection with selling the Intellectual Property Collateral, (b) take any other actions with respect to the Intellectual Property Collateral as Lender decides in its sole and absolute discretion, (c) assign, pledge, sell, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person or entity as Lender may determine in its discretion, and (d) grant or issue any non-exclusive license under the Intellectual Property Collateral, to any person or entity. Each Borrower agrees to indemnify Lender for any infringement claims or other similar claims filed or asserted against Lender from the use of any of the Intellectual Property Collateral. Borrowers hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and all financing arrangements between Borrowers and Lender have been terminated. Borrowers acknowledge and agree that this Assignment is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Documents, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.
- 14. <u>Binding Effect; Benefits</u>. This Assignment shall be binding upon Borrowers and their successors and assigns, and shall inure to the benefit of Lender, its nominees, successors and assigns.

- 15. <u>Notice</u>. Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Loan Agreement and shall be effective as set forth in the Loan Agreement.
- 16. Governing Law. This Assignment shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois.

[signature page follows]

HCC,	Inc., nois corporation	TRIPLE C MANUFACTURING, INC., a Kansas corporation
By:	Carl E. McNair, Chief Executive Officer	By: OUBickel Name: Don Bickel Title: President

IN WITNESS WHEREOF, Borrowers' duly authorized officers have executed this Assignment as of the date first set forth above.

ACCEPTANCE

The undersigned, LaSalle Bank National Association, accepts the foregoing Collateral Assignment of Intellectual Property.

LASALLE BANK NATIONAL ASSOCIATION, a national banking association

By:

Name: _

Title:

SCHEDULE A

TO COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

Trademarks and Trademark Registration

Registrations	:		
	<u>Trademark</u>	Registration No.	Filing Date
HCC			
Triple C			
Applications:			
	Trademark	Serial No.	Filing Date
НСС			
Triple C			

<u>- C</u>		Case No./	Case Type/	Appl. No./ Filing Date	Reg. No./ Reg. Date	Actions Due	Due Date	Indicator	Classes	Spoots	
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<u>1 - ></u>	POWER KING Wisconsin	046634-9009			1/9/1991						
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<u> REEL:</u>		046634-9022	ORD Registered	78/402186 4/15/2004	2942402 4/19/2005	Aff/Use-5 Yr. (due in 12 mos.) Aff of Use (due in 6 mos.) Aff of Use (due in 2 mos.) Aff of Use (due in 1 mo.) Aff of Use - 6 Yr. Due Date First Renewal	4/19/2010 10/19/2010 2/19/2011 3/19/2011 4/19/2011	Reminder Reminder Reminder Reminder Due Date Ren/Due	07 Int.	sleves for harvesting machines	
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SCHEDULE B

TO COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

Patents and Patent Registrations

<u>Patent</u>

Patent No.

Filing Date

HCC

Triple C

Status as of 91,	19/05	Olient Status	Status				
Titled Country	Case No./ Subcase	Case Type/ Status	Appl. No./ Filing Date	Patent No./ Issue Date	Actions Due	Due Date(s)	Indicator
	046634-9001	Utility Patent Filing					
United States of America SIEVE APPARATUS FOR COMBINE Belgium	046634-9002	Unfiled European Patent Convention Abandoned	95101089.1 1/26/1995	0678238 8/11/1999			
SIEVE APPARATUS FOR COMBINE Canada	046634-9002	Utility Patent Filing Abandoned	2131490 9/6/1994	2131490 12/15/1998			
SIEVE APPARATUS FOR COMBINE Germany	046634-9002	European Patent Convention Abandoned	95101089.1 1/26/1995	511310.0-08 8/11/1999			
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SIEVE APPARATUS FOR COMBINE United Kingdom	046634-9002	European Patent Convention Abandoned	95101089.1 1/26/1995	0678238 8/11/1999			
SIEVE APPARATUS FOR COMBINE Italy	046634-9002	European Patent Convention Abandoned	95101089.1 1/26/1995	0678238 8/11/1999			
SIEVE APPARATUS FOR COMBINE United States of America	046634-9002	Utility Patent Filing Abandoned	08/231256 4/22/1994	5462174 10/31/1995			
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¥ S	HARVESTER PICKUP REEL United States of America	046634-9016	Cullity Patent Filmig Published	3/20/2002		\neg		
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SLAT FOR A SIEVE ASSEMBLY United States of America	046634-9018 01	Provisional Formalized	60/412912 9/23/2002				
SLAT AND SIEVE ASSEMBLY United States of America	046634-9018 02	Utility Patent Filing Granted	10/336418 1/3/2003	6890253 5/10/2005			
HARVESTER TINE AND BAT ASSEMBLY Brazil	046634-9019	Published	P10302678-7 1/7/2003		Exam-6 Mo. Reminder Exam-5 Mo. Reminder Exam-4 Mo. Reminder Exam-3 Mo. Reminder Exam-2 Mo. Reminder Exam-1 Mo. Reminder Exam Deadline	7772005 8772005 9772005 10772005 11772005 17772005	Reminder Reminder Reminder Reminder Reminder Final
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- 1	United States of America	01		1/3/2003	6/28/2005			
- w	CUTTING APPARATUS AND GUARD ASSEMBLY FOR A CHAIN CUTTER Brazil	046634-9020	Utility Patent Filing Abandoned	PI0203350-0 7/16/2002				
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