

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LaSalle Bank National Association		08/12/2005	INC. ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	Bush Hog, L.L.C.		
Street Address:	222 N. LaSalle St.		
Internal Address:	Suite 1000		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2590390	V REEL	
Registration Number:	2486222	VICTORY	
CORRESPONDENCE DATA			
Fax Number:	(312)236-3241		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-899-1694		
Email:	dbrown@gouldratner.com		
Correspondent Name:	David R Brown		
Address Line 1:	222 N. LaSalle St.		
Address Line 2:	Suite 800		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	68070.603		
NAME OF SUBMITTER:	David R. Brown		

OP \$65.00 2590390

Signature:

/David R. Brown/

Date:

03/20/2006

Total Attachments: 11

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(11/11/00)

**AGREEMENT
(Trademark)**

This **AGREEMENT (TRADEMARK)**, dated as of March 7, 2000 (this "**Agreement**"), is between **BUSH HOG, L.L.C.**, a Delaware limited liability company ("**Borrower**"), and **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association. All capitalized terms used herein are defined in Section 1 below.

Recitals:

WHEREAS, pursuant to a Loan Agreement dated as of March 7, 2000 (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**") between Borrower and Lender, Lender has extended Revolving Loan Commitment to Borrower;

WHEREAS, as a condition precedent to the making of Advances under the Loan Agreement, Borrower is required to execute and deliver this Agreement and to grant to Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure Borrower's Obligations; and

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lender to make Advances and other extensions of credit pursuant to the Loan Agreement, Borrower agrees, for the benefit of Lender, as follows:

1. **Definitions.** All capitalized terms used but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement.

2. **Grant of Security Interest.** To secure Borrower's Obligations, Borrower does hereby mortgage, pledge and grant to Lender a continuing security interest in all of the following property of Borrower (the "**Trademark Collateral**"), whether now or hereafter owned, acquired, existing or arising:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a "**Trademark**"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in **Attachment 1** hereto;

(b) all Trademark licenses, including each Trademark license referred to in **Attachment 1** hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Borrower against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in **Attachment 1** hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

3. **Security Agreement.** This Agreement has been executed and delivered by Borrower for the purpose of registering the security interest of Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender under the Security Agreement. The Security Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

4. **Release of Security Interest.** Upon payment in full of Borrower's Obligations and the termination of all Commitments, Lender shall, at Borrower's expense, execute and deliver to Borrower all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

5. **Acknowledgment.** Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

6. **Loan Instrument.** This Agreement is a Loan Instrument executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

7. **Counterparts.** This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers hereunto duly authorized as of the day and year first above written.

Address:

222 North LaSalle Street, Suite 1000
Chicago, Illinois 60601

BUSH HOG, L.L.C., a Delaware limited liability company

By: CC Industries, Inc., a Delaware corporation, its Manager

By: John J. Sebota
Name: JOHN J. SEBOTA
Title: VICE PRESIDENT

Address:

135 South LaSalle Street
Chicago, Illinois 60603

LASALLE BANK NATIONAL ASSOCIATION, a national banking association

By: Mary Jo Bassett
Name: Mary Jo Bassett
Title: First Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

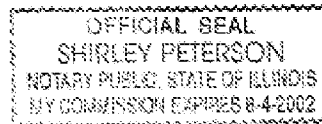
I, Shirley Peterson, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that John J. Sobota personally known to me to be the Vice President of CC Industries, Inc., a Delaware corporation and Manager of Bush Hog, L.L.C., a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as V.P. of CC Industries, Inc., Manager of said company, pursuant to authority, given by the Limited Liability Company Agreement of said company as such person's free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6th day of March, 2000.

Shirley Peterson
Notary Public

My Commission Expires:

August 4, 2002



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

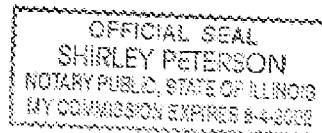
I, Shirley Peterson, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Mary L. Bartlett personally known to me to be a First Vice President of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such person's free and voluntary act, and as the free and voluntary act and deed of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6th day of March, 2000.

Shirley Peterson
Notary Public

My Commission Expires:

August 4, 2002



ATTACHMENT 1
to
Agreement
(Trademark)

ITEM A. TRADEMARKS

Registered Trademarks

<u>* Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
	BUSH HOG	Reg. No. 595,490	Registered September 21, 1954
	BUSH HOG	Reg. No. 1,040,858	Registered June 8, 1976
	Wild Boar Logo	Reg. No. 1,045,291	Registered August 3, 1976
	RO-TILL	Reg. No. 1,466,978	Registered December 1, 1987
	TURF HOG	Reg. No. 1,524,174	Registered February 14, 1989
	ROW TOPPER	Reg. No. 1,774,935	Registered June 8, 1993
	THE GB LINE	Reg. No. 1,810,470	Registered December 14, 1993
	PERMA-LEVEL	Reg. No. 2,059,763	Registered May 6, 1997
	ZERO TURN	Reg. No. 2,182,592	Registered August 18, 1998
	WE MAKE YOU LOOK YOUR BEST	Reg. No. 2,151,327	Registered August 14, 1998
	RIP 'N' HILL	Reg. No. 1,130,234	Registered February 5, 1980
	LILLISTON	Reg. No. 1,310,794	Registered May 25, 1984
	Wild Boar Logo	Mexico Reg. No. 534,634	Registered October 28, 1996
	BUSH HOG	Mexico Reg. No. 564,552	Registered November 26, 1997
	THE GB LINE & Design	Canadian Reg. No.	Renewed September 18, 1995

UNITED STATES TRADEMARK APPLICATIONS

MULCH PRO	Serial No. 75/364,340	Filed September 29, 1997
BUSH HOG and Wild Boar Logo	Serial No. 75/370,288	Filed October 8, 1997
BUSH HOG with Wild Boar Logo	Serial No. 75/498,599	Filed June 9, 1998
BUSH HOG and Wild Boar Logo	Serial No. 75/498,624	Filed June 9, 1998
VICTORY	Serial No. 75/902,910	Filed January 25, 2000
V REEL	Serial No. 75/902,909	Filed January 25, 2000

P A I D

REVOLVING LOAN NOTE

\$30,000,000.00
Chicago, Illinois

March 7, 2000

FOR VALUE RECEIVED, the undersigned, **BUSH HOG, L.L.C.**, a Delaware limited liability company ("**Maker**"), hereby promises to pay to the order of **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association ("**Lender**"), the principal sum of **THIRTY MILLION AND NO/100ths (\$30,000,000.00)**, or, if less, the aggregate unpaid amount of the Revolving Loan made by Lender pursuant to and in accordance with the applicable provisions of that certain Loan Agreement of even date herewith (as the same may be amended, modified, supplemented or restated from time to time, the "**Loan Agreement**") between Maker and Lender at the office of Lender at 135 South LaSalle Street, Chicago, Illinois 60603, or at such other place as the holder hereof may appoint, plus interest thereon as set forth below.

This Revolving Loan Note is delivered by Maker to Lender pursuant to and in accordance with the applicable provisions of the Loan Agreement. All capitalized terms used but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement.

The Principal Balance of this Revolving Loan Note shall bear interest at the per annum rate of interest set forth in **subsection 2.3.1** of the Loan Agreement.

Accrued and unpaid interest on, and the Principal Balance of, this Revolving Loan Note shall be paid in the manner set forth in **Section 2.5** of the Loan Agreement.

Interest shall be: (i) computed on the basis of a year consisting of 360 days and (ii) charged for the actual number of days during the period for which interest is being charged.

During a Default Rate Period, the Principal Balance of this Revolving Loan Note shall bear interest at the Default Rate, which interest at such Default Rate shall be paid by Maker to Lender immediately upon demand.

Subject to the provisions of **Section 8.2** of the Loan Agreement, at the election of the holder hereof, upon the occurrence of an Event of Default, without further notice or demand, the Principal Balance of this Revolving Loan Note, and all accrued and unpaid interest thereon, shall be and become immediately due and payable in full. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent Event of Default, and such failure shall not be deemed to establish a custom or course of dealing or performance between Maker and Lender.

This Revolving Loan Note shall or may be prepaid, in whole or in part, at the times and in accordance with **Section 2.7** of the Loan Agreement.

All funds received by Lender during the existence of an Event of Default shall be applied in the manner set forth in **Section 8.4** of the Loan Agreement.

(879257.1)

TRADEMARK
REEL: 003272 FRAME: 0491

All payments to be made by Maker pursuant to this Note shall be made in accordance with the instructions therefor set forth in the Loan Agreement. Payment shall not be deemed to have been received by Lender until Lender is in receipt of Good Funds.

Notwithstanding any provision to the contrary contained herein or in any other Loan Instrument, Lender shall not collect a rate of interest, including the Unused Line Fee, on any obligation or liability due and owing by Maker to Lender in excess of the maximum contract rate of interest permitted by applicable law ("Excess Interest"). If any Excess Interest is provided for or determined by a court of competent jurisdiction to have been provided for in this Revolving Loan Note or any other Loan Instrument, then in such event (i) Maker shall not be obligated to pay such Excess Interest, (ii) any Excess Interest collected by Lender shall be, (A) if any Event of Default exists and is continuing, applied to the Principal Balance or to accrued and unpaid interest not in excess of the maximum rate permitted by applicable law or (B) if no Event of Default exists and is continuing, refunded to the payor thereof, (iii) the interest rates provided for herein (collectively, including, without limitation, the Unused Line Fee, the "Stated Rate") shall be automatically reduced to the maximum rate allowed from time to time under applicable law (the "Maximum Rate") and this Revolving Loan Note and the other Loan Instruments, as applicable, shall be deemed to have been, and shall be, modified to reflect such reduction, and (iv) Maker shall not have any action against Lender for any damages arising out of the payment or collection of such Excess Interest; provided, however, that if at any time thereafter the Stated Rate is less than the Maximum Rate, Maker shall, to the extent permitted by law, continue to pay interest at the Maximum Rate until such time as the total interest received by Lender is equal to the total interest which Lender would have received had the Stated Rate been (but for the operation of this provision) the interest rate payable. Thereafter, the interest rate payable shall be the Stated Rate unless and until the Stated Rate again exceeds the Maximum Rate, in which event the provisions contained in this paragraph again shall apply.

If any suit or action is instituted or attorneys are employed to collect this Revolving Loan Note or any part thereof, Maker promises and agrees to pay all costs of collection, including all court costs and reasonable attorneys' fees.

Maker hereby waives presentment for payment, protest and demand and notice of protest, demand, dishonor and nonpayment of this Revolving Loan Note, and expressly agrees that this Revolving Loan Note, or any payment hereunder, may be extended from time to time before, at or after maturity, without in any way affecting the liability of Maker hereunder or any guarantor hereof.

This Revolving Loan Note shall be construed in accordance with and governed by the laws and decisions of the State of Illinois, without regard to conflict of laws principles. All funds disbursed to or for the benefit of Maker will be deemed to have been disbursed in Chicago, Illinois.

Maker hereby agrees that all actions or proceedings initiated by Maker and arising directly or indirectly out of this Revolving Loan Note shall be litigated in either the Circuit Court of Cook County, Illinois or in the United States District Court for the Northern District of Illinois, or, if Lender initiates such action, in addition to the foregoing courts, any court in which Lender shall initiate or to which Lender shall remove such action, to the extent such court has jurisdiction. Maker hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by Lender in or removed by Lender to any of such courts, and hereby agrees that personal service of the summons and complaint, or other process or papers issued therein may be made by registered or certified mail addressed to Maker at the address to which notices are to be sent pursuant to Section

11.1 of the Loan Agreement. Maker waives any claim that either the Circuit Court of Cook County, Illinois or the United States District Court for the Northern District of Illinois is an inconvenient forum or an improper forum based on lack of venue. To the extent provided by law, should Maker, after being so served, fail to appear or answer to any summons, complaint, process or papers so served within the number of days prescribed by law after the mailing thereof, Maker shall be deemed in default and an order and/or judgment may be entered by the court against Maker as demanded or prayed for in such summons, complaint, process or papers. The exclusive choice of forum for Maker set forth in this paragraph shall not be deemed to preclude the enforcement by Lender of any judgment obtained in any other forum or the taking by Lender of any action to enforce the same in any other appropriate jurisdiction, and Maker hereby waives the right to collaterally attack any such judgment or action.

Maker acknowledges and agrees that any controversy which may arise under this Revolving Loan Note would be based upon difficult and complex issues and, therefore, Maker agrees that any lawsuit arising out of any such controversy will be tried in a court of competent jurisdiction by a judge sitting without a jury.

This Revolving Loan Note may not be changed or amended orally, but only by an instrument in writing signed by the party against whom enforcement of the change or amendment is sought.

This Revolving Loan Note shall be binding upon Maker and upon Maker's successors and assigns, and shall inure to the benefit of the successors and permitted assigns of Lender.

In the event that any provision hereof shall be deemed to be invalid by reason of the operation of any law, or by reason of the interpretation placed thereon by any court or any Governmental Body, this Revolving Loan Note shall be construed as not containing such provision and the invalidity of such provision shall not affect the validity of any other provisions hereof, and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

Time for the performance of Maker's obligations under this Revolving Loan Note is of the essence.

This Revolving Loan Note is entitled to the benefit of certain collateral security, all as more fully set forth in the Loan Agreement.



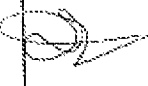
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IN WITNESS WHEREOF, this Revolving Loan Note has been executed and delivered by Maker by its duly authorized officer on the date first set forth above.

BUSH HOG, L.L.C., a Delaware limited liability company

By: CC Industries, Inc., a Delaware corporation, its Manager

By: John J. Sobota
Name: JOHN J. SOBOTA
Title: VICE PRESIDENT

FOR INTERNAL BANK USE ONLY		
		
OFFICER	OFFICER	CONTROL

Revolving Loan Note