# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE:      | NEW ASSIGNMENT           |
|-----------------------|--------------------------|
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY |

### **CONVEYING PARTY DATA**

| Name                                  | Formerly | Execution Date | Entity Type  |
|---------------------------------------|----------|----------------|--------------|
| Antares Capital Corporation, as Agent |          | 08/30/2006     | CORPORATION: |

### **RECEIVING PARTY DATA**

| Name:           | Attachment Technologies, Inc. |
|-----------------|-------------------------------|
| Street Address: | 5825 Council Street N.E.      |
| City:           | Cedar Rapids                  |
| State/Country:  | INDIANA                       |
| Postal Code:    | 52402                         |
| Entity Type:    | CORPORATION:                  |

### PROPERTY NUMBERS Total: 31

| Property Type        | Number   | Word Mark          |
|----------------------|----------|--------------------|
| Registration Number: | 2467669  | AGATTACH           |
| Registration Number: | 1004477  | BRADCO             |
| Registration Number: | 2532292  | C&P ATTACHMENTS    |
| Registration Number: | 2444522  | GETATTACHED        |
| Registration Number: | 2603240  | MCMILLEN           |
| Registration Number: | 2467670  | POWRDIG            |
| Registration Number: | 2696889  | POW R RAKE         |
| Registration Number: | 2625123  | POW R RIP          |
| Registration Number: | 2685000  | POW R SWEEP        |
| Registration Number: | 2530014  | THE MAJOR          |
| Registration Number: | 2635471  | VOLUMIZER          |
| Serial Number:       | 76147839 | BADGER ATTACHMENTS |
| Serial Number:       | 76147838 | BADGER BUCKETS     |
|                      |          |                    |

TRADEMARK "REEL: 003400 FRAME: 0839

900059067

| Serial Number: | 78067945 | POW R DOZER                            |
|----------------|----------|--|
| Serial Number: | 78283492 | SIGNATURE SERIES                       |
| Serial Number: | 78310240 | EXTREME DUTY                           |
| Serial Number: | 78318799 | AUTOLIMIT                              |
| Serial Number: | 78556714 | MCMILLEN                               |
| Serial Number: | 78574375 |  |
| Serial Number: | 78574312 | В                                      |
| Serial Number: | 78574334 | В                                      |
| Serial Number: | 78574526 | М                                      |
| Serial Number: | 78574555 | М                                      |
| Serial Number: | 78574344 | B BRADCO PALADIN LIGHT CONSTRUCTION    |
| Serial Number: | 78574305 | BADGER                                 |
| Serial Number: | 78574325 | BRADCO                                 |
| Serial Number: | 78574350 | СР                                     |
| Serial Number: | 78574389 | CP PALADIN HEAVY CONSTRUCTION          |
| Serial Number: | 78574522 | M MCMILLEN PALADIN LIGHT CONSTRUCTION  |
| Serial Number: | 78574560 | M THE MAJOR PALADIN LIGHT CONSTRUCTION |
| Serial Number: | 78574549 | THE MAJOR                              |

### **CORRESPONDENCE DATA**

Fax Number: (918)586-8635

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

Phone: 918-586-8544

Email: t.clark@cwlaw.com

Correspondent Name: Tamarie L. Clark

Address Line 1: 4000 One Williams Center

Address Line 4: TULSA, OKLAHOMA 74172-0148

| NAME OF SUBMITTER: | Tamarie L. Clark   |
|--------------------|--------------------|
| Signature:         | /Tamarie L. Clark/ |
| Date:              | 09/28/2006         |

### Total Attachments: 20

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#### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of August <u>50</u>, 2006, by ANTARES CAPITAL CORPORATION, as agent ("<u>Agent</u>").

#### WITNESSETH:

WHEREAS, Agent and Attachment Technologies, Inc., a Delaware corporation ("ATI"), are parties to that certain Borrower Security Agreement dated as of October 15, 2003 (the "Security Agreement") and that certain Trademark Security Agreement dated as of October 15, 2003 (the "Trademark Security Agreement"), pursuant to which ATI granted a security interest to Agent in the Trademark Collateral (as defined in the Trademark Security Agreement) as security for certain obligations owing by ATI to Agent, including, without limitation, the Trademarks (as defined in the Security Agreement) (and intellectual property relating to same) set forth on Exhibit A hereto; and

WHEREAS, the Trademark Security Agreement was recorded in the Assignment Division of the United States Patent and Trademark Office on October 23, 2003 at Reel 002849, Frame 0107; and

WHEREAS, ATI has requested that Agent release its security interest in the Trademark Collateral subject to the Security Agreement and the Trademark Security Agreement and reassign the same to ATI;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Agent hereby releases, discharges and terminates its security interest, powers of attorney, rights of sale and any other right Agent may have under the Security Agreement or the Trademark Security Agreement in all of ATI's right, title and interest in and to all of the Trademark Collateral, including, without limitation, the Trademark registrations and Trademark applications referred to in Exhibit A annexed hereto and goodwill of ATI's business connected with the use of and symbolized by the Trademark Collateral.
- 2. Agent hereby reassigns, grants and conveys to ATI, without any representation, warranty, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademark Collateral, including without limitation the Trademark registrations and Trademark applications referred to in Exhibit A annexed hereto and the goodwill of ATI's business connected with the use of and symbolized by the Trademark Collateral.
- 3. Agent shall deliver to ATI, at ATI's sole cost and expense, such other releases, termination statements or other agreements, in form and substance reasonably satisfactory to ATI, as ATI may reasonably request to reflect Agent's above-described

release and reassignment of any interest in said collateral, including, without limitation, a duly executed UCC termination statements.

4. Agent represents and warrants to ATI that Agent has not assigned any of its security interest in said collateral to any third party and that Agent has full power and authority to make the release and reassignment hereunder.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

ANTARES CAPITAL CORPORATION,

as Agent

By: Name:

Michael Hynes

Title: Duly Authorized Signatory

# **EXHIBIT A**

See Attached.

Trademark Release and Reassignment

## **SCHEDULE A**

# **U.S. TRADEMARK REGISTRATIONS**

| <u>Mark</u>       | Registration No. | Issue Date |
|-------------------|------------------|------------|
| Ag Attach         | 2,467,669        | 7/10/2001  |
| Bradco            | 1,004,477        | 2/11/1975  |
| C & P Attachments | 2,532,292        | 1/22/2002  |
| Getattached       | 2,444,522        | 4/17/2001  |
| McMillen          | 2,603,240        | 7/30/2002  |
| Pow R Dig         | 2,467,670        | 7/10/2001  |
| Pow R Rake        | 2,696,889        | 3/11/2003  |
| Pow R Rip         | 2,625,123        | 9/24/2002  |
| Pow R Sweep       | 2,685,000        | 2/4/2003   |
| The Major         | 2,530,014        | 1/15/2002  |
| Volumizer         | 2,635,471        | 10/15/2002 |

# U.S. TRADEMARK APPLICATIONS

| Mark               | Application No. | Application Date |
|--------------------|-----------------|------------------|
| Badger Attachments | 76147839        | 10/16/2000       |
| Badger Buckets     | 76147838        | 10/16/2000       |
| Pow R Dozer        | 78067945        | 6/7/2001         |
| Signature Series   | 78283492        | 8/5/2003         |
| Extreme Duty       | 78310240        | 10/7/2003        |

### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of August 30, 2006, by ANTARES CAPITAL CORPORATION, as agent ("Agent").

#### WITNESSETH:

WHEREAS, Agent and Attachment Technologies, Inc., a Delaware corporation ("ATI"), are parties to that certain Borrower Security Agreement dated as of October 15, 2003 (the "Security Agreement") and that certain Trademark Security Agreement dated as of June 29, 2004 (the "Trademark Security Agreement"), pursuant to which ATI granted a security interest to Agent in the Trademark Collateral (as defined in the Trademark Security Agreement) as security for certain obligations owing by ATI to Agent, including, without limitation, the Trademarks (as defined in the Security Agreement) (and intellectual property relating to same) set forth on Exhibit A hereto; and

WHEREAS, the Trademark Security Agreement was recorded in the Assignment Division of the United States Patent and Trademark Office on July 6, 2004 at Reel 003005, Frame 0205; and

WHEREAS, ATI has requested that Agent release its security interest in the Trademark Collateral subject to the Security Agreement and the Trademark Security Agreement and reassign the same to ATI;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Agent hereby releases, discharges and terminates its security interest, powers of attorney, rights of sale and any other right Agent may have under the Security Agreement or the Trademark Security Agreement in all of ATI's right, title and interest in and to all of the Trademark Collateral, including, without limitation, the Trademark registrations and Trademark applications referred to in Exhibit A annexed hereto and goodwill of ATI's business connected with the use of and symbolized by the Trademark Collateral.
- 2. Agent hereby reassigns, grants and conveys to ATI, without any representation, warranty, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademark Collateral, including without limitation the Trademark registrations and Trademark applications referred to in Exhibit A annexed hereto and the goodwill of ATI's business connected with the use of and symbolized by the Trademark Collateral.
- 3. Agent shall deliver to ATI, at ATI's sole cost and expense, such other releases, termination statements or other agreements, in form and substance reasonably satisfactory to ATI, as ATI may reasonably request to reflect Agent's above-described

release and reassignment of any interest in said collateral, including, without limitation, a duly executed UCC termination statements.

4. Agent represents and warrants to ATI that Agent has not assigned any of its security interest in said collateral to any third party and that Agent has full power and authority to make the release and reassignment hereunder.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

ANTARES CAPITAL CORPORATION,

as Agent

By: Name: \_

Michael Hynes

Title:

Duly Authorized Signatory

# EXHIBIT A

See Attached.

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Trademark Release and Reassignment

#### Schedule A

<u>U.S. Trademark Registrations; Foreign Trademark Registrations; U.S. Trademark Applications; Foreign Trademark Applications</u>

### **U.S. Trademark Registrations**

None.

Foreign Trademark Registrations

None.

**U.S. Trademark Applications** 

HOLDER MARK REGISTRATION REGISTRATION

Attachment Autolimit 78318799 10/27/03

Technologies, Inc.

Foreign Trademark Applications

None.

## **Iowa Trademark Registrations**

| <u>HOLDER</u>                    | <u>MARK</u>           | REGISTRATION<br>NUMBER | REGISTRATION  DATE |
|----------------------------------|-----------------------|------------------------|--------------------|
| Attachment<br>Technologies, Inc. | GET ATTACHED!         | 232198                 | 5/10/1999          |
| Attachment<br>Technologies, Inc. | TILT ATTACH           | 245175                 | 8/28/2000          |
| Attachment<br>Technologies, Inc. | POWRBORE &<br>Design  | 236716                 | 7/12/1999          |
| Attachment<br>Technologies, Inc. | AGATTACH              | 236727                 | 10/7/1999          |
| Attachment<br>Technologies, Inc. | POW R DIG &<br>Design | 232712                 | 6/29/1999          |

#### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of August 30, 2006, by ANTARES CAPITAL CORPORATION, as agent ("Agent").

#### WITNESSETH:

WHEREAS, Agent and Attachment Technologies, Inc., a Delaware corporation ("ATI"), are parties to that certain Borrower Security Agreement dated as of October 15, 2003 (the "Security Agreement") and that certain Trademark Security Agreement dated as of February 25, 2005 (the "Trademark Security Agreement"), pursuant to which ATI granted a security interest to Agent in the Trademark Collateral (as defined in the Trademark Security Agreement) as security for certain obligations owing by ATI to Agent, including, without limitation, the Trademarks (as defined in the Security Agreement) (and intellectual property relating to same) set forth on Exhibit A hereto; and

WHEREAS, the Trademark Security Agreement was recorded in the Assignment Division of the United States Patent and Trademark Office on March 7, 2005 at Reel 003039, Frame 0642; and

WHEREAS, ATI has requested that Agent release its security interest in the Trademark Collateral subject to the Security Agreement and the Trademark Security Agreement and reassign the same to ATI;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Agent hereby releases, discharges and terminates its security interest, powers of attorney, rights of sale and any other right Agent may have under the Security Agreement or the Trademark Security Agreement in all of ATI's right, title and interest in and to all of the Trademark Collateral, including, without limitation, the Trademark registrations and Trademark applications referred to in Exhibit A annexed hereto and goodwill of ATI's business connected with the use of and symbolized by the Trademark Collateral.
- 2. Agent hereby reassigns, grants and conveys to ATI, without any representation, warranty, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademark Collateral, including without limitation the Trademark registrations and Trademark applications referred to in Exhibit A annexed hereto and the goodwill of ATI's business connected with the use of and symbolized by the Trademark Collateral.
- 3. Agent shall deliver to ATI, at ATI's sole cost and expense, such other releases, termination statements or other agreements, in form and substance reasonably satisfactory to ATI, as ATI may reasonably request to reflect Agent's above-described

release and reassignment of any interest in said collateral, including, without limitation, a duly executed UCC termination statements.

4. Agent represents and warrants to ATI that Agent has not assigned any of its security interest in said collateral to any third party and that Agent has full power and authority to make the release and reassignment hereunder.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

ANTARES CAPITAL CORPORATION,

as Agent

By: Name:

Michael Hynes
Duly Authorized Signatory Title:

# EXHIBIT A

See Attached.

Trademark Release and Reassignment

# Schedule A

# **U.S. Trademark Applications**

| HOLDER                           | <u>MARK</u> | <u>REGISTRATION</u><br><u>NUMBER</u> | <u>REGISTRATION</u><br><u>DATE</u> |
|----------------------------------|-------------|--------------------------------------|------------------------------------|
| Attachment<br>Technologies, Inc. | McMILLEN    | 78556714                             | 1/31/2005                          |

### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of August 30, 2006, by ANTARES CAPITAL CORPORATION, as agent ("Agent").

#### WITNESSETH:

WHEREAS, Agent and Attachment Technologies, Inc., a Delaware corporation ("ATI"), are parties to that certain Borrower Security Agreement dated as of October 15, 2003 (the "Security Agreement") and that certain Trademark Security Agreement dated as of October 11, 2005 (the "Trademark Security Agreement"), pursuant to which ATI granted a security interest to Agent in the Trademark Collateral (as defined in the Trademark Security Agreement) as security for certain obligations owing by ATI to Agent, including, without limitation, the Trademarks (as defined in the Security Agreement) (and intellectual property relating to same) set forth on Exhibit A hereto; and

WHEREAS, the Trademark Security Agreement was recorded in the Assignment Division of the United States Patent and Trademark Office on October 21, 2005 at Reel 003180, Frame 0268; and

WHEREAS, ATI has requested that Agent release its security interest in the Trademark Collateral subject to the Security Agreement and the Trademark Security Agreement and reassign the same to ATI;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Agent hereby releases, discharges and terminates its security interest, powers of attorney, rights of sale and any other right Agent may have under the Security Agreement or the Trademark Security Agreement in all of ATI's right, title and interest in and to all of the Trademark Collateral, including, without limitation, the Trademark registrations and Trademark applications referred to in <a href="Exhibit A">Exhibit A</a> annexed hereto and goodwill of ATI's business connected with the use of and symbolized by the Trademark Collateral.
- 2. Agent hereby reassigns, grants and conveys to ATI, without any representation, warranty, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademark Collateral, including without limitation the Trademark registrations and Trademark applications referred to in <u>Exhibit A</u> annexed hereto and the goodwill of ATI's business connected with the use of and symbolized by the Trademark Collateral.
- 3. Agent shall deliver to ATI, at ATI's sole cost and expense, such other releases, termination statements or other agreements, in form and substance reasonably satisfactory to ATI, as ATI may reasonably request to reflect Agent's above-described

release and reassignment of any interest in said collateral, including, without limitation, a duly executed UCC termination statements.

4. Agent represents and warrants to ATI that Agent has not assigned any of its security interest in said collateral to any third party and that Agent has full power and authority to make the release and reassignment hereunder.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

ANTARES CAPITAL CORPORATION,

as Agent

By:

Name: Michael Hyne

Title: Duly Authorized Signatory

# EXHIBIT A

See Attached.

Trademark Release and Reassignment

## **SCHEDULE A**

### U.S. TRADEMARK APPLICATIONS

| HOLDER                           | MARK  | APPLICATION | APPLICATION |
|----------------------------------|---|-------------|-------------|
|                                  |   | NUMBER      | DATE        |
| Attachment Technologies, Inc.    | "((" Design                                       | 78/574,375  | 2/24/2005   |
| Attachment<br>Technologies, Inc. | "B" Design  | 78/574,312  | 2/24/2005   |
| Attachment<br>Technologies, Inc. | "B" Design  | 78/574,334  | 2/24/2005   |
| Attachment<br>Technologies, Inc. | "M" Design  | 78/574,526  | 2/24/2005   |
| Attachment<br>Technologies, Inc. | "M" Design  | 78/574,555  | 2/24/2005   |
| Attachment<br>Technologies, Inc. | B BRADCO PALADIN LIGHT<br>CONSTRUCTION Logo       | 78/574,344  | 2/24/2005   |
| Attachment<br>Technologies, Inc. | BADGER  | 78/574,305  | 2/24/2005   |
| Attachment<br>Technologies, Inc. | BRADCO  | 78/574,325  | 2/24/2005   |
| Attachment<br>Technologies, Inc. | СР  | 78/574,350  | 2/24/2005   |
| Attachment<br>Technologies, Inc. | CP PALADIN HEAVY<br>CONSTRUCTION Logo             | 78/574,389  | 2/24/2005   |
| Attachment<br>Technologies, Inc. | M McMILLEN PALADIN<br>LIGHT CONSTRUCTION<br>Logo  | 78/574,522  | 2/24/2005   |
| Attachment<br>Technologies, Inc. | M THE MAJOR PALADIN<br>LIGHT CONSTRUCTION<br>Logo | 78/574,560  | 2/24/2005   |
| Attachment<br>Technologies, Inc. | THE MAJOR   | 78/574,549  | 2/24/2005   |

TRADEMARK REEL: 003400 FRAME: 0861

**RECORDED: 09/28/2006**