

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ariens Company		02/19/2008	CORPORATION: WISCONSIN
Stens Corporation		02/19/2008	CORPORATION: WISCONSIN
Locke Turf LLC		02/19/2008	LIMITED LIABILITY COMPANY: WISCONSIN
National Mower Co., LLC		02/19/2008	LIMITED LIABILITY COMPANY: WISCONSIN
Auburn Operations, LLC		02/19/2008	LIMITED LIABILITY COMPANY: WISCONSIN

**RECEIVING PARTY DATA**

<b>Name:</b>	The PrivateBank and Trust Company
<b>Street Address:</b>	70 West Madison Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60602
<b>Entity Type:</b>	Bank:

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	1205136	ARIENS
Registration Number:	2008288	ARIENS
Registration Number:	2422155	ARIENS
Serial Number:	77184757	ARIENS GENUINE OEM PARTS
Registration Number:	0758801	GRAVELY
Registration Number:	2376777	GRAVELY
Registration Number:	3126556	GRAVELY
Registration Number:	1897314	STENS
Registration Number:	3125893	GREAT DANE

CH \$265.00 1205136

Registration Number:

3064113

EVERRIDE

**CORRESPONDENCE DATA**

Fax Number: (312)827-8185

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

Email: vswanson@bellboyd.com

Correspondent Name: Bell, Boyd & Lloyd LLP

Address Line 1: P.O. Box 1135

Address Line 4: Chicago, ILLINOIS 60690-1135

ATTORNEY DOCKET NUMBER:

119212-001

NAME OF SUBMITTER:

Michael Owen

Signature:

/Michael Owen/

Date:

11/04/2008

**Total Attachments: 7**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 19, 2008, is made by ARIENS COMPANY, a Wisconsin corporation (the "Company"), STENS CORPORATION, a Wisconsin corporation ("Stens"), LOCKE TURF LLC, a Wisconsin limited liability company ("Locke Turf"), NATIONAL MOWER CO., LLC, a Wisconsin limited liability company ("National Mower"), AUBURN OPERATIONS, LLC, a Wisconsin limited liability company ("Auburn") (the Company, Stens, Locke Turf, National Mower and Auburn sometimes hereinafter are referred to individually as each "Grantor" and collectively as the "Grantors"), in favor of THE PRIVATEBANK AND TRUST COMPANY, in its capacity as administrative agent for the Lenders party to the Credit Agreement defined below (in such capacity, the "Administrative Agent").

### RECITALS

A. The Company, the financial institutions from time to time parties thereto, as Lenders thereunder, and Administrative Agent entered into that certain Credit Agreement dated as of December 28, 2007 (the "Original Credit Agreement"), as amended by that certain First Amendment to Credit Agreement of even date herewith (the "First Amendment") between the Grantors, the Lenders and the Administrative Agent (the Original Credit Agreement, as amended by the First Amendment, and as the same may be further amended, modified, supplemented or restated from time to time, hereinafter is referred to as the "Credit Agreement"). Capitalized terms used but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement. Pursuant and subject to the terms and conditions of the Credit Agreement, the Lenders agreed to make loans and other financial accommodations to the Company.

B. Stens, Locke Turf, National Mower and Auburn, each a Wholly-Owned Subsidiary of the Company, have guaranteed the obligations of the Company under the Credit Agreement and the other Loan Documents pursuant to that certain Guaranty and Collateral Agreement of even date herewith (such Guaranty and Collateral Agreement, as the same may be amended, modified, supplemented or restated from time to time, hereinafter is referred to as the "Guaranty and Collateral Agreement") between the Grantors and the Administrative Agent.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantors each have granted to Administrative Agent, for the benefit of Lenders, a security interest in substantially all of their personal property to secure their respective obligations under the Credit Agreement, the Guaranty and Collateral Agreement and the other Loan Documents, including, without limitation, all right, title and interest of the each Grantor in, to and under all of its now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof.

D. Pursuant to the Guaranty and Collateral Agreement, the Grantors are required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, each Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and all registrations and applications for registration thereof, including, without limitation, each trademark and trademark registration and application for registration referred to in Schedule 1 annexed hereto, together with any renewals thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement or, if not defined therein, in the Credit Agreement.

[signature page follows]

In witness whereof, each Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

ARIENS COMPANY

By: Stewart M. Witkov  
Stewart M. Witkov  
Treasurer

STENS CORPORATION

By: Stewart M. Witkov  
Stewart M. Witkov  
Treasurer

LOCKE TURF LLC

By: Stewart M. Witkov  
Stewart M. Witkov  
Treasurer

NATIONAL MOWER CO., LLC

By: Stewart M. Witkov  
Stewart M. Witkov  
Treasurer

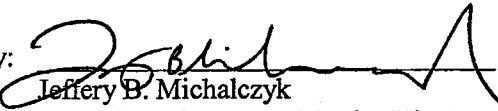
AUBURN OPERATIONS, LLC

By: Stewart M. Witkov  
Stewart M. Witkov  
Treasurer

*Signature Page to Patent and Trademark Security Agreement*

Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY  
as Administrative Agent

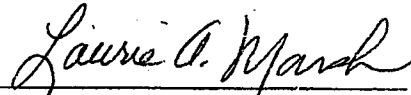
By:   
Jeffery B. Michalczyk  
Managing Director and Senior Vice President

*Signature Page to Patent and Trademark Security Agreement*

TRADEMARK  
REEL: 003882 FRAME: 0562

STATE OF WISCONSIN )  
 ) ss  
COUNTY OF CALUMET )

On this 13th day of February, 2008, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of each of the Grantors, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.


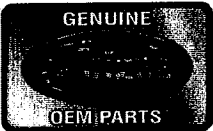



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Notary Public

My commission expires: 10/16/2011

**SCHEDULE I**  
to  
**ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN**  
**TRADEMARK REGISTRATIONS**

**A. REGISTERED TRADEMARKS**

<b>FEDERAL REGISTRATION</b>					
<b>MARK</b>	<b>OWNER/ REGISTRANT</b>	<b>COUNTRY/ STATE</b>	<b>SERIAL NUMBER &amp; DATE</b>	<b>REGISTRATION NUMBER &amp; DATE</b>	<b>STATUS</b>
<b>ARIENS</b>	Ariens Company	United States	73/216,288 05/18/1979	1,205,136 08/17/1982	LaSalle Bank holding security interest
<b>ARIENS</b>	Ariens Company	United States	75/008,131 10/20/1995	2,008,288 10/15/1996	LaSalle Bank holding security interest
	Ariens Company	United States	75/683,920 04/16/1999	2,422,155 01/16/2001	LaSalle Bank holding security interest
	Ariens Company	United States	77/184,757 05/18/2007	1,205,136 2,008,288 2,422,155	Live/Active
<b>GRAVELY</b>	Ariens Company	United States	72/153,429 09/18/1962	0,758,801 10/22/1963	LaSalle Bank holding security interest
<b>GRAVELY</b>	Ariens Company	United States	75/599,373 12/03/1998	2,376,777 08/15/2000	LaSalle Bank holding security interest
	Ariens Company	United States	78/697,249 08/22/2005	3,126,556 08/08/2006	Live/Active
<b>STENS</b>	Stens LLC	United States	74/456,468 11/04/1993	1,897,314 06/06/1995	Live/Active
<b>GREAT DANE</b>	Auburn Operations, LLC	United States	78/546,093 01/12/2005	3,125,893 08/08/2006	Live/Active
<b>EVERRIDE</b>	Auburn Operations, LLC	United States	76/541,411 08/25/2003	3,064,113 02/28/2006	Live/Active

**B. TRADEMARK APPLICATIONS**

<b>FEDERAL REGISTRATION</b>				
<b>MARK</b>	<b>OWNER/ REGISTRANT</b>	<b>COUNTRY/ STATE</b>	<b>REGISTRATION NUMBER</b>	<b>STATUS</b>
<b>ARIENS GENUINE OEM PARTS AND DESIGN</b>	Ariens Company	United States	77/184,757 05/18/2007	PENDING



**SCHEDULE II**  
to  
**ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN**  
**PATENT REGISTRATIONS**

A. REGISTERED PATENTS

<b>FEDERAL REGISTRATION</b>				
<b>TITLE</b>	<b>OWNER</b>	<b>COUNTRY/ STATE</b>	<b>PATENT NUMBER &amp; FILING DATE</b>	<b>APPLICATION NUMBER &amp; FILING DATE</b>
<b>LAWNMOWER TILT SENSOR APPARATUS AND METHOD</b>	Ariens Company	United States	6,983,583 B2 01/10/2006	10/781,454 02/18/2004
<b>INTERLOCK FOR LAWNMOWER</b>	Ariens Company	United States	6,301,864 B1 10/16/2001	09/619,995 07/20/2000

B. PATENTS APPLICATIONS