

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PNC Bank, National Association, as agent		10/06/2009	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	205 Datura Street		
<b>City:</b>	West Palm Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33401		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1131636	ROME	
Registration Number:	1126151	ROME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)527-4198		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	Frank S. Benjamin		
<b>Email:</b>	fbenjamin@mckennalong.com		
<b>Correspondent Name:</b>	McKenna Long & Aldridge, LLP		
<b>Address Line 1:</b>	303 Peachtree Street, Suite 5300		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308		
<b>NAME OF SUBMITTER:</b>	Frank S. Benjamin		
<b>Signature:</b>	/fsb/		
<b>Date:</b>	11/11/2009		

CH \$65.00 1131636

Total Attachments: 4

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**SECURED PARTY BILL OF SALE**

(Foreclosure Sale)

**THIS SECURED PARTY BILL OF SALE**, made this 6th day of October, 2009, from PNC Bank, National Association, as agent ("Secured Party"), having a mailing address of 205 Datura Street, West Palm Beach, FL 33401, to PNC Bank, National Association ("Buyer"), having a mailing address of 205 Datura Street, West Palm Beach, FL 33401.

**KNOW ALL MEN BY THESE PRESENTS**, that Secured Party, for good and valuable consideration paid by Buyer, the receipt and sufficiency of which are hereby acknowledged, does hereby bargain, sell, grant and convey such right, title and interest as Rome Plow Equipment Company, LLC, a Georgia limited liability company ("Debtor"), has in the property described in Exhibit "A" attached hereto and made a part hereof (the "Pledged Collateral") to Buyer and its heirs, legal representatives, successors and assigns. The Pledged Collateral is being sold by Secured Party as secured party of Debtor with a security interest in the Pledged Collateral.

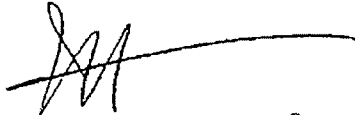
THE SALE OF THE PLEDGED COLLATERAL AS HEREIN DESCRIBED TRANSFERS THE RIGHTS OF DEBTOR IN SUCH PLEDGED COLLATERAL. THE PLEDGED COLLATERAL IS SOLD ON AN "AS IS, WHERE IS" BASIS, WITHOUT RECOURSE AND WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS. THERE IS NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE IN THIS DISPOSITION.

**IN WITNESS WHEREOF**, Secured Party has hereunto duly executed and delivered this Secured Party Bill of Sale by its authorized representative, as of the day and year first above written.

*[Signature on Following Page]*

ATLANTA:5177756.1

PNC BANK, NATIONAL ASSOCIATION, as  
agent



By: \_\_\_\_\_

Name: GERALD SLUTSKEY

Title: VICE-PRESIDENT

ATLANTA:517756.1

## EXHIBIT A

"Pledged Collateral" means:

- (i) All of the "Collateral" as such term is defined in (a) that certain Loan and Security Agreement, dated as of May 31, 2006 (the "Original Loan and Security Agreement"), and (b) that certain Export-Import Loan and Security Agreement, dated as of December 12, 2007 (together with the Original Loan and Security Agreement, the "Loan and Security Agreements"), each between Rome Plow Equipment Company, LLC ("Debtor") and certain other entities and Secured Party, which is owned and held by Debtor, including without limitation the following (all capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Original Loan and Security Agreement):
1. all General Intangibles; and
  2. all Inventory; and
  3. all Investment Property; and
  4. all of Debtor's right, title, and interest in and to, wherever located, (A) its goods and other property including, but not limited to, all merchandise returned or rejected by Customers, relating to or securing any of the Receivables; (B) all of Debtor's rights as a consignor, a consignee, an unpaid vendor, mechanic, artisan, or other lienor, including stoppage in transit, setoff, detinue, replevin, reclamation, and repurchase; (C) all additional amounts due to Debtor from any Customer relating to the Receivables; (D) other property, including warranty claims, relating to any goods securing the Obligations; (E) all of Debtor's contract rights, rights of payment which have been earned under a contract right, instruments (including promissory notes), documents, chattel paper (including electronic chattel paper), warehouse receipts, deposit accounts, letters of credit, and money; (F) each commercial tort claim in existence as of May 31, 2006, and in which a security interest was granted to Secured Party by Debtor pursuant to the Original Loan and Security Agreement, or otherwise; (G) all personal property of third parties in which Debtor has been granted a lien or security interest as security for the payment or enforcement of Receivables; (H) all letter of credit rights (whether or not the respective letter of credit is evidenced by a writing); (I) all supporting obligations; and (J) any other goods, personal property or real property in which Debtor has expressly granted a security interest to Secured Party; and

5. all of Debtor's ledger sheets, ledger cards, files, correspondence, records, books of account, business papers, computers, computer software (owned by Debtor or in which it has an interest), computer programs, tapes, disks, and documents relating to the foregoing; and
  6. all of Debtor's cash and cash equivalents; and
  7. all proceeds and products of the foregoing in whatever form, including, but not limited to: cash, deposit accounts (whether or not comprised solely of proceeds), certificates of deposit, insurance proceeds (including hazard, flood and credit insurance), negotiable instruments, and other instruments for the payment of money, chattel paper, security agreements, documents, eminent domain proceeds, condemnation proceeds, and tort claim proceeds.
- (ii) Without limiting the generality of the foregoing, the Pledged Collateral shall include the following United States trademark registrations and all common law rights in same, together with the good will in the business symbolized by such marks: (a) Registration No. 1131636, Word Mark: "ROME"; and (b) Registration No. 1126151, Word Mark: "ROME."

Notwithstanding the above, the following shall be specifically excluded from the Pledged Collateral subject to the UCC Sale: all real property (the "Premises") and personal property encumbered by that certain Deed to Secure Debt, Security Agreement and Assignment of Leases and Rents (the "Security Deed"), dated as of May 31, 2006, made by Debtor to and for the benefit of Secured Party, recorded in Deed Book 1160, Page 394 with the Clerk of Superior Court, Polk County, Georgia (the "Records"). Any and all such real and personal property encumbered by the Security Deed is hereinafter referred to collectively as the "Security Deed Collateral." Please be advised that on August 4, 2009, Secured Party completed a foreclosure sale of the Security Deed Collateral before the courthouse door at Polk County, Georgia within the legal hours of sale. At such sale, the Security Deed Collateral was sold to the highest bidder, Land Holding, LLC ("Land Holding"), and conveyed to Land Holding pursuant to (i) that certain Deed Under Power of Sale, dated as of August 4, 2009, made by Debtor, acting by and through its duly appointed agent and attorney-in-fact, Secured Party, to Land Holding, and recorded in the Records in Deed Book 1336, Page 0135 (the "Deed Under Power") and (ii) that certain Bill of Sale Under Power, dated as of August 4, 2009, made by Debtor, acting by and through its duly appointed agent and attorney-in-fact, Secured Party, to Land Holding (the "Bill of Sale Under Power").