

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Henderson Products, Inc.		12/03/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Privatebank and Trust Company		
<b>Street Address:</b>	1401 S. Brentwood Blvd. 2nd Floor		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63144		
<b>Entity Type:</b>	Banking Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2327172	MUNIBODY	
Registration Number:	2358139	SNOWFOE	
Serial Number:	77844306	BLACKBELT	
Serial Number:	77844383	FIRST RESPONSE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(314)259-2020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3142592000		
Email:	ncollora@bryancave.com		
Correspondent Name:	Daniel A. Crowe		
Address Line 1:	211 North Broadway, Ste 3600		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	0304165		
NAME OF SUBMITTER:	Daniel A. Crowe		

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**900149809**

**TRADEMARK  
 REEL: 004113 FRAME: 0345**

Signature:	/Daniel A. Crowe/
Date:	12/14/2009
Total Attachments: 8 source=HP TO PRIVATE BK security agreement#page1.tif source=HP TO PRIVATE BK security agreement#page2.tif source=HP TO PRIVATE BK security agreement#page3.tif source=HP TO PRIVATE BK security agreement#page4.tif source=HP TO PRIVATE BK security agreement#page5.tif source=HP TO PRIVATE BK security agreement#page6.tif source=HP TO PRIVATE BK security agreement#page7.tif source=HP TO PRIVATE BK security agreement#page8.tif	

## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of December 3, 2009, by HENDERSON PRODUCTS, INC., a Delaware corporation (the “**Grantor**”), in favor of THE PRIVATEBANK AND TRUST COMPANY, as Administrative Agent (herein, together with its successors and assigns in such capacity, the “**Administrative Agent**”) for the benefit of itself and the Lenders (as defined below).

### RECITALS

A. The Grantor has entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”) with the financial institutions that are or may from time to time become parties thereto (together with their respective successors and assigns, the “**Lenders**”) and the Administrative Agent, pursuant to which the Lenders have agreed to make loans to, and issue letters of credit for the account of, Grantor.

B Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Administrative Agent this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Administrative Agent for itself and the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrower under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Administrative Agent for itself and 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 trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions 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 the 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, any trademark issued pursuant to a trademark application referred to in Schedule 1 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 and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the 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 license 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 and Lien is granted in conjunction with the security interests and Liens granted to the Administrative Agent for itself and the Lenders pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the Lenders 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 Loan 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 Loan Agreement.

*[signature page follows]*

The 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.

HENDERSON PRODUCTS, INC.,  
a Delaware corporation

By:   
Name: Brian A. Lovett  
Title: Executive Vice President

Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY,  
as Administrative Agent

By: \_\_\_\_\_  
Name: Ed Dehner  
Title: Managing Director


The 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.

HENDERSON PRODUCTS, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: Brian A. Lovett  
Title: Executive Vice President

Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY,  
as Administrative Agent

By:  \_\_\_\_\_  
Name: Ed Dehner  
Title: Managing Director

State of Missouri )  
County of St. Louis ) ss

On this 2 day of December, 2009, 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 the Grantor, 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.

*Sharon Tenholder*  
\_\_\_\_\_  
Notary Public



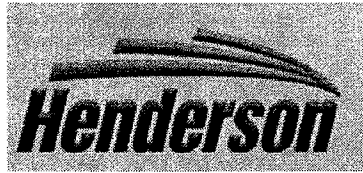
**SCHEDULE 1**

**Trademark Collateral**

US TRADEMARK REGISTRATION/SERIAL NO.	DESCRIPTION	RENEWAL/APPLICATION DATE
2327172	MUNIBODY	09/02/2009 (RENEWED)
2358139	SNOWFOE	09/29/2009 (RENEWED)
77/844,306	BLACKBELT	10/08/2009
77/844,383	FIRST RESPONSE	10/08/2009

Unregistered Trademarks: HENDERSON

THE DEPENDABLE ONES





**SCHEDULE 2**

**Patent Collateral**

<b>US PATENT NO.</b>	<b>DESCRIPTION</b>	<b>RENEWAL DATE</b>
#6,073,371	Snowplow assembly with adjustable-bias trip mechanism (Adjustable Comp. Spring for RSP)	12/13/2011
#6,123,276	Interlock system for spreader bodies (Safety Interlock for Auger V-box)	03/26/2012
#6,394,735	Combination dump and spreader apparatus (Muni - #1)	11/28/2013
#6,585,472	Combination dump and spreader apparatus (Muni - #2)	01/01/2011
#6,761,525	Combination dump and spreader apparatus (Muni - #3 – cover on tailgate portion of conveyor)	01/13/2012
#6,874,582	Plow hitch for vehicle (flat plate hitch)	10/05/2012
#6,895,698	Plow assembly with adjustable trip mechanism (Adjustable Trip Edge - #1)	11/24/2012
#6,945,482	Combination dump and spreader apparatus (Muni - #4 – front cross conveyor & chutes)	03/20/2013
#6,976,740	Ball screw hoist system for vehicle	06/20/2013
#7,263,789	Plow assembly with adjustable trip mechanism	03/04/2011
#7,370,818	Apparatus for treatment of snow and ice	11/13/2011
#7,530,777	Vehicle with safety interlock (TGS)	11/12/2012

**Unregistered Patents:** HMI has the following patent activities in process:

**U.S. Patent Application 12/390,967 (2009/0269183):** Conveyor System for Vehicle (BlackBelt)

HMI has submitted a patent application during the first quarter of 2009 for several unique design aspects of this product. HMI is waiting for an office action from the US Patent & Trademark Office on this application. (REF: U.S. Patent Application 12/390,967: Conveyor System for Vehicle)

**U.S. Patent Application 11/153,971 (2005/0231021):** Combination Dump and Spreader Apparatus (MUNIBODY)

This patent is part of an earlier patent application which was split into multiple design elements by the patent examiner. A Final Office Action has been issued, and a response is due from our patent attorney

U.S. Patent Application 12/061,387 (2008/0203187): Apparatus for Treatment of Snow and Ice (FRS / First Response System)

This patent is part of an earlier patent application which was split into multiple design elements by the patent examiner. A response to a Non-Final Office Action has been entered and forwarded to Examiner.

Precision Placement Material Spreader: HMI has had a new product development activity during 2009 and expects to file for a patent before year-end. This project has proceeded well and the general design has been finalized. Additional mounting application specific details are now underway and a few units will be put into service for the 2009/2010 winter season.