

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Henderson Products, Inc.		12/03/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Eagle Fund II, L.P.		
Street Address:	101 South Hanley Road, Ste 1250		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	LIMITED PARTNERSHIP: MISSOURI		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2327172	MUNIBODY	
Registration Number:	2358139	SNOWFOE	
Serial Number:	77844306	BLACKBELT	
Serial Number:	77844383	FIRST RESPONSE	
CORRESPONDENCE DATA			
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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**TRADEMARK
 REEL: 004113 FRAME: 0366**

Signature:	/Daniel A. Crowe/
Date:	12/14/2009
Total Attachments: 9 source=HP TO EAGLE security agreement#page1.tif source=HP TO EAGLE security agreement#page2.tif source=HP TO EAGLE security agreement#page3.tif source=HP TO EAGLE security agreement#page4.tif source=HP TO EAGLE security agreement#page5.tif source=HP TO EAGLE security agreement#page6.tif source=HP TO EAGLE security agreement#page7.tif source=HP TO EAGLE security agreement#page8.tif source=HP TO EAGLE security agreement#page9.tif	

THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF DECEMBER 3, 2009 AMONG HENDERSON PRODUCTS, INC. (THE "COMPANY"), EAGLE FUND II, L.P. (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE "SUBORDINATED LENDER"), AND THE PRIVATEBANK AND TRUST COMPANY (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE "SENIOR AGENT"), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE COMPANY PURSUANT TO THAT CERTAIN LOAN AND SECURITY AGREEMENT DATED AS OF DECEMBER 3, 2009, BETWEEN THE COMPANY AND THE SENIOR AGENT AND THE LENDERS FROM TIME TO TIME PARTY THERETO, AND THE OTHER LOAN DOCUMENTS (AS DEFINED IN THE CREDIT AGREEMENT) AS SUCH CREDIT AGREEMENT AND OTHER LOAN DOCUMENTS MAY BE AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS THEREUNDER AS CONTEMPLATED BY THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

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 EAGLE FUND II, L.P., a Missouri limited partnership (the "**Purchaser**").

RECITALS

A. The Grantor has entered into a Note Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Note Purchase Agreement**") with the Purchaser, pursuant to which the Purchaser agreed to purchase the Senior Secured Subordinated Note of Grantor.

B Pursuant to the Note Purchase Agreement, the Grantor is required to execute and deliver to the Purchaser this Agreement.

C. Pursuant to the terms of the Note Purchase Agreement, Grantor has granted to the Purchaser, 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 Obligors under the Note Purchase Agreement.

In consideration of the mutual agreements set forth herein and in the Note Purchase Agreement, the Grantor does hereby grant to the Purchaser 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**”).

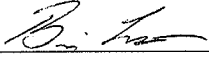
This security interest and Lien is granted in conjunction with the security interests and Liens granted to the Purchaser pursuant to the Note Purchase Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Purchaser with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Note Purchase 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 Note Purchase Agreement.

This Agreement, and the rights and remedies of Purchaser hereunder, are subject to and subordinated to the rights and remedies of The Private Bank (the “**Senior Lender**”), to the extent and in the manner described in the Subordination Agreement dated as of the date hereof by and among the Senior Lender and Purchaser (as may be amended, restated or modified from time to time, the “**Subordination 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:

EAGLE FUND II, L.P.
By Eagle Fund II Partners, L.L.C., its General Partner

By: _____
Name: Matthew J. Koster
Title: Principal

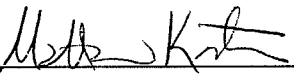
The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

HENDERSON PRODUCTS, INC.,
a Delaware corporation

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

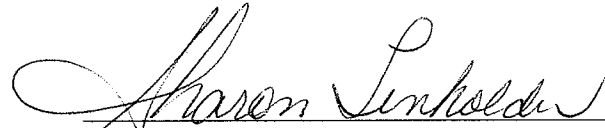
Acknowledged:

EAGLE FUND II, L.P.
By Eagle Fund II Partners, L.L.C., its General Partner

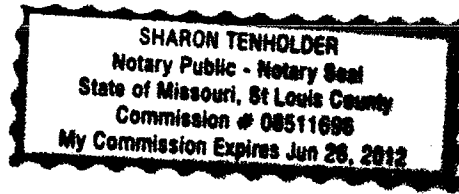
By:  _____
Name: Matthew J. Koster
Title: Principal

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.



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

US PATENT NO.	DESCRIPTION	RENEWAL DATE
#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.