# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bush Hog, LLC		I10/22/2009 I	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

Name:	Alamo Acquisition, Inc.
Street Address:	1627 E. Walnut Street
City:	Seguin
State/Country:	TEXAS
Postal Code:	78155
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	0595490	BUSH-HOG
Registration Number:	1040858	BUSH HOG
Registration Number:	1045291	
Registration Number:	2059763	PERMA-LEVEL
Registration Number:	2328019	визннос
Registration Number:	2422534	BUSH HOG
Registration Number:	2944280	BUSH HOG
Registration Number:	2944899	TRAIL HUNTER
Registration Number:	2934032	TRAIL HAND
Registration Number:	3164816	BUSH HOG
Registration Number:	3358949	
Registration Number:	3443849	SQUEALER
Registration Number:	3523462	

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\$340.00

900153160

## **CORRESPONDENCE DATA**

Fax Number: (312)236-8176

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

Phone: 3122368500

Email: docket@cookalex.com

Correspondent Name: Cook Alex Ltd.

Address Line 1: 200 West Adams Street, Suite 2850

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	0811-0217
NAME OF SUBMITTER:	Raymond M. Mehler
Signature:	/Raymond M. Mehler/
Date:	01/27/2010

#### **Total Attachments: 6**

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### INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment") is entered into as of October 22, 2009 (the "Effective Date"), by and between BUSH HOG, LLC, a Delaware limited liability company ("Assignor"), and ALAMO ACQUISITION, INC., a Delaware corporation ("Assignee").

Pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of September 4, 2009, by and among Assignor, Assignee, CCI and AGI, Assignor has sold to Assignee all right, title and interest in and to the Intellectual Property included in the Purchased Assets (collectively, the "Transferred Intellectual Property"), including but not limited to as referenced on Exhibit A. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth in the Agreement and hereinafter set forth, the parties hereby agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby:
  - (a) sell, transfer, assign, convey and deliver to Assignee, and its successors and assigns, all of its right, title and interest in and to the Transferred Intellectual Property, together with the associated goodwill therewith; and
  - (b) authorize Assignee to effectuate the Assignment of registered patents and trademarks constituting Transferred Intellectual Property with the United States Patent and Trademark Office or foreign equivalent.
- 2. <u>Further Assurances</u>. Assignor shall perform such acts as Assignee may reasonably request to vest title to the Transferred Intellectual Property in Assignee.

#### Miscellaneous.

- (a) Entire Agreement. This Assignment shall be subject to all of the terms and conditions of the Purchase Agreement. In the event of a conflict between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall control.
- (b) <u>Succession and Assignment</u>. This Assignment shall be binding upon and inure to the benefit of the parties named herein and their respective successors and assigns.
- (c) <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which shall constitute an original, but both of which, taken together, shall constitute one instrument.

1

(d) Governing Law. This Assignment and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Illinois, applicable to contracts made and performed therein

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment and caused the same to be duly delivered on their behalf as of the Effective Date.

ASSIGNEE:
ALAMO ACQUISITION, INC.
DARIL
Name: Ronald A. Robinson
Title: President
ASSIGNOR:
BUSH HOG, LLC
Name:
Title

[Intellectual Property Assignment Signature Page]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment and caused the same to be duly delivered on their behalf as of the Effective Date.

ASSIGNEE:
ALAMO ACQUISITION, INC.
Name:
Title:
ASSIGNOR:
BUSH HOG, LLC
Willed M. Jul
Name: David M. Rubin
Title Wise Propidant

## **EXHIBIT A**

# 1. Patents owned by the Company and registered with the United States Patent and Trademark Office ("USPTO") or pending:

	Registration/Serial No.	Registration Date
Tillage implement having independent depth control mechanism (inactive)	4,865,132	9/12/89
Drivetrain and load bearing swivel hitch assembly and combine incorporating same	5,355,971	10/18/94
Drivetrain and load bearing swivel hitch assembly and combine incorporating same	5,531,283	7/2/96
Implement and hitch	5,536,032	7/16/96
Mounting system for mid-mount front end loaders	6,386,821	5/14/02
Foot lift cutter deck mower units	6,588,188	7/8/03
Rotary Cutters (pending)	12/270119	11/13/08

# 2. Foreign registered patents owned by the Company:

	Foreign Jurisdiction	Registration/ Serial No.	Registration Date
Implement and hitch	Canada	2 169 395	2/13/96
Foot lift cutter deck mower units	Canada	2 366 804	Pending
Rotary cutters	Canada	2 643 868	Pending
Mounting system for mid-mount front end loaders	Mexico	227144	12/16/99

# 3. Trademarks owned by the Company and registered with the USPTO:

	Registration/Serial No.	Registration Date
BUSH-HOG	0595490	9/21/54
BUSH HOG	1040858	6/8/76
Wild boar logo	1045291	8/3/76
PERMA-LEVEL	2059763	5/6/97
BUSH HOG with wild boar logo	2328019	3/14/00
BUSH HOG with wild boar logo	2422534	1/23/01
BUSH HOG	2944280	4/26/05
TRAIL HUNTER	2944899	4/26/05
TRAIL HAND	2934032	3/15/05
BUSH HOG	3164816	10/31/06
Charging boar design	3358949	12/25/07
SQUEALER	3443849	6/10/08
Charging boar logo design	3523462	10/28/08

TRADEMARK REEL: 004138 FRAME: 0312

# (EXHIBIT A continued)

# 4. Foreign registered trademarks owned by the Company:

	Foreign Jurisdiction	Registration/ Serial No.	Registration Date
The GB Line & Design	Canada	TMA171392	9/18/70
Wild boar logo design	Canada	TMA660,064	3/3/06
Bush Hog	Canada	TMA 660,066	3/3/06
Wild boar logo	Mexico	534634	10/28/96
Bush Hog	Mexico	564552	11/26/97

TRADEMARK REEL: 004138 FRAME: 0313

**RECORDED: 01/27/2010**