

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
Metalcraft of Mayville, Inc.		10/06/2010	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	16219
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1541244	SCAG
Registration Number:	3304545	FREEDOM Z
Registration Number:	3481680	PRO V
Registration Number:	3764343	TIGER CAT
Serial Number:	74648197	TURF RUNNER
Serial Number:	74647953	MAGNUM
Serial Number:	75249643	TURF TIGER
Serial Number:	77751163	CHEETAH

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 800-927-9801 x2348
 Email: jpaterso@cscinfo.com
 Correspondent Name: Corporation Service Company

900175386

**TRADEMARK
 REEL: 004308 FRAME: 0001**

CH \$215.00 1541244

Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	537184
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	11/01/2010

Total Attachments: 15
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TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this October 6, 2010 by METALCRAFT OF MAYVILLE, INC., a Wisconsin corporation ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent ("Agent") for the Lenders.

WITNESSETH

WHEREAS, Grantor (together with each Person joined as borrower to the Loan Agreement from time to time, collectively the "Borrowers") has entered into that certain Revolving Credit, Term Loan and Security Agreement with Agent and the financial institutions party thereto from time to time as lenders (the "Lenders") dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in certain of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Agent.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks, trademark applications, patents and patent applications owned or registered to Grantor as of the date of this Agreement.

5. Termination. This Agreement shall continue in effect until all of the Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

[signatures to appear on following page]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

METALCRAFT OF MAYVILLE, INC.

By: 
Name: Michael Bemis
Title: Vice President

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: Peter Zimmerer
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT
SECURITY AGREEMENT]

TRADEMARK
REEL: 004308 FRAME: 0005

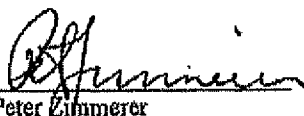
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

METALCRAFT OF MAYVILLE, INC.

By: _____
Name: Michael Bemis
Title: Vice President

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Peter Zimmerer
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT
SECURITY AGREEMENT]

SCHEDULE 1

TRADEMARK REGISTRATIONS

SCHEDULE -1

074658.01342/21907325v.2

Trademarks

Assignee	Our File No.	Mark	Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Status	Next Action
Metalcraft of Mayville	864.006	SCAG	US	73761,328	11/01/1988	1,541,244	05/30/1989	Registered	Pay Renewal Fee -- Due 5/30/2019
Metalcraft of Mayville	864.007	SCAG	Canada	1,011,677	04/13/1999	TMA 536,569	11/03/2000	Registered	Pay Renewal Fee -- Due 11/3/2015
Metalcraft of Mayville	864.008	SCAG	France	95559634	02/22/1995	95/559,634	02/22/1995	Registered	Pay Renewal Fee -- Due 2/22/2015
Scag Power Equip.*	864.009	SCAG	Germany	395076323	02/20/1995	39507632	01/08/1996	Registered	Pay Renewal Fee -- Due 2/28/2015
Scag Power Equip.*	864.010	SCAG	United Kingdom	2,011,316	02/16/1995	2,011,316	11/17/1995	Registered	Pay Renewal Fee -- Due 2/16/2015
	864.023	TURF RUNNER	US	74/648,197	03/17/1995			Abandoned	None
	864.030	MAGNUM	US	74/647,953	03/17/1995			Abandoned	None
	864.032	TURF TIGER	US	75/249,643	02/28/1997			Abandoned	None
	864.053	TURF TIGER	US					Halted	None
	864.056	PANTHER and LEOPARD	US					Halted	None
	864.057	WILDCAT	US					Halted	None
	864.061	HURRICANE	US					Halted	None
	864.062	ZCAT	US					Halted	None

Assignee	Our File No.	Mark	Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Status	Next Action
Scag Power Equip.*	864.086	FREEDOM Z	US	78/872,264	04/28/2006	3,304,545	10/02/2007	Registered	Section 8/15 -- Due 10/2/2013
Scag Power Equip.*	864.089	FREEDOM Z	Canada	1,318,299	09/28/2006	1,318,299	08/18/2008	Registered	Pay Renewal Fee -- Due 8/18/2013
Metalcraft of Mayville	864.090	FREEDOM Z	EPO	005354949	10/04/2006	005354949	10/04/2006	Registered	Pay Renewal Fee -- Due 10/4/2016
Metalcraft of Mayville	864.094	PRO V	US	77/172,326	05/03/2007	3,481,680	08/05/2008	Registered	Section 8/15 -- Due 8/5/2014
Metalcraft of Mayville	864.102	TIGER CAT	US	77/541,188	08/07/2008	3,764,343	03/23/2010	Registered	Section 8/15 -- Due 3/23/2016
	864.113	CHEETAH	US	77/751,163	06/03/2009			Abandoned	None

* A request for recordation of assignment from Scag to Metalcraft has been filed but not yet officially recorded in these cases.

PATENT REGISTRATIONS

SCHEDULE -1

074658.01342/21907325v.2

TRADEMARK
REEL: 004308 FRAME: 0011

**Metacraft of Mayville
Patent Listing**

Patents

Patent Title	U.S.	Issue Date	Active to	Comments
1 Rider Wheel System (Lawn Mower)	4437006	12/21/1984	Expired	
2 Operator Protection Walker (Safety Interlock for Lawn Mowers)	4985905	12/13/1989	Expired	
3 Self Propelled Walk Behind Hydraulic Motor Operated Mower	4920735	5/7/1990	Expired	
4 Cam Speed System SW (Lawn Mower)	4967593	11/6/1988	Expired	(Maintenance free no oil)
5 Speed Control System SW (Lawn Mower)	4993385	7/12/1991	Expired	(Maintenance free no oil)
6 Shock Absorber STEM (Lawn Mower)	4998595	7/12/1991	Expired	(Maintenance free no oil)
7 Friction Drive Mower (Power Transmission and Steering)	5042349	8/27/1991	Expired	(Maintenance free no oil)
8 Sprinkle Assembly	511761	6/22/1992	Expired	
9 Dual Blade Discharge (Lawn Mower Having a Dual Discharge)	5826416	10/27/1998	Expired	
10 Hopper Full Alarm (Lawn Mower)	5832708	11/10/1998	10/24/2015	Title in the name of Metacraft of Mayville, Inc.
11 Blade Buddy (Cutting Blade Removal Tool)	5868013	2/27/1999	Expired	
12 SCR Convertible Deck (Lawn Mower)	6192666	2/27/2001	3/10/2019	Title in the name of Metacraft of Mayville, Inc.
13 Quick Blade (Blade Mulching Mower)	6193176	7/28/1992	Expired	
14 Grass Catcher Hopper Sweeper (Yard Waste Hopper and Method of)	6766633	7/27/2004	11/12/2022	Title in the name of Metacraft of Mayville, Inc.
15 Adjustable Deck Baffle (Adjustable Baffle for Mowing Deck)	6892519	5/17/2005	1/14/2023	Title in the name of Metacraft of Mayville, Inc.
16 Adjustable Deck Baffle (Adjustable Baffle for Mowing Deck)	6996962	2/14/2006	1/14/2023	Title in the name of Metacraft of Mayville, Inc. (Continuation of application 10/242123; title by virtue of assignment of application 10/242123 by inventors David J. Sugden, Kevin A. Boeck)
17 Hurricane Mulch System (Lawn Mower Having Mulching Cutting)	7063946	6/27/2006	11/12/2024	Title in the name of inventors Kevin A. Boeck, David J. Sugden, Todd R. Wamie

Metalcraft of Mayville

Patent Listing

18	Side to Side Deck Leveler (Lawn Mower Cutter Deck with Side-to- Lawn Striper)	7197863	4/3/2007	7/13/2025	Title in the name of Metalcraft of Mayville, Inc.
19	Lawn Striper (Roller Assembly for Striping a Lawn)	7237374	7/3/2007	9/26/2003	Title in the name of Metalcraft of Mayville, Inc.
20	Lawn Striper	7373768	5/20/2008	9/26/2023	Title in the name of Metalcraft of Mayville, Inc. (Division of application 10/672713; title by virtue of assignment of application 10/672713 by inventors David J. Sugden, Kevin A. Boeck, Christopher L. Fraune)
21	Low Polluting Lawn Mower	5581986	12/10/1996		Title in the name of Onyx Environmental Solutions, Inc. Copy of license agreement from Onyx to company needed
22	Lawn Mower Control System Pro-V (Vehicle Steering and Speed Control)	7478689	1/20/2009	3/21/2027	Title in the name of Metalcraft of Mayville, Inc.
23	OCDC	6874309	4/5/2005		License from Bellis
24	Lawn Mower with Cutter Deck locator assembly	7587886	9/15/2009	12/28/2027	Title in the name of Metalcraft of Mayville, Inc.
25	Single level steering lawn mower	5913802	6/22/1999	6/6/2017	Licensed from Excel Industries

POWER OF ATTORNEY

METALCRAFT OF MAYVILLE, INC., a Wisconsin corporation ("Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Revolving Credit, Term Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders") and Grantor, dated as of October 6, 2010 (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantor and Agent dated as of October 6, 2010 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, the power to record its interest in any Trademarks and Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents of Grantor in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor, a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else including, without limitation, the power to execute on behalf of Grantor, a Trademark or Patent, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.


This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall terminate upon the termination of the Loan Agreement as provided therein and the payment in full of the Obligations.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

METALCRAFT OF MAYVILLE, INC.

By: 
Name: Michael Bemis
Title: Vice President

[SIGNATURE PAGE TO POWER OF ATTORNEY]

