

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		IP Supplement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fisher Implement Co.		11/12/2010	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	Two North Lake Avenue, Suite 440		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3674027	FISHER FARM & LAWN	
CORRESPONDENCE DATA			
Fax Number:	(800)494-7512		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-370-4761		
Email:	ecallahan@nationalcorp.com		
Correspondent Name:	Elspeth Callahan		
Address Line 1:	1100 G St NW Suite 420		
Address Line 2:	National Corporate Research		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	L056778		
NAME OF SUBMITTER:	Catherine C. Fisk		
Signature:	/Catherine C. Fisk/		
Date:	12/09/2010		

OP \$40.00 3674027

Total Attachments: 11

source=IP Agreement#page1.tif
source=IP Agreement#page2.tif
source=IP Agreement#page3.tif
source=IP Agreement#page4.tif
source=IP Agreement#page5.tif
source=IP Agreement#page6.tif
source=IP Agreement#page7.tif
source=IP Agreement#page8.tif
source=IP Agreement#page9.tif
source=IP Agreement#page10.tif
source=IP Agreement#page11.tif

**INTELLECTUAL PROPERTY SUPPLEMENT TO REVOLVING
CREDIT AND SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SUPPLEMENT TO REVOLVING CREDIT AND SECURITY AGREEMENT ("Supplement"), dated as of November 12, 2010, is made by FISHER IMPLEMENT CO. (the "Grantor"), with an address at 31970 Old Highway 34, Tangent, Oregon 97389, in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC"), with an address at Two North Lake Avenue, Suite 440, Pasadena, California 91101, as agent ("Agent") for itself and the other Lenders (PNC, the other Lenders and Agent shall be referred to collectively and individually, as "Lender") under the Revolving Credit and Security Agreement (the "Loan Agreement") among Lender and Grantor.

RECITALS

A. Grantor, Agent and Lender are concurrently entering into the Loan Agreement and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, the "Loan Documents"). Pursuant to the Loan Documents, Grantor grants to Agent a security interest in, among other things, all of Grantor's present and future general intangibles, including, without limitation, trademarks, patents, copyrights and other "Collateral" (as defined in the Loan Agreement); and

B. Grantor and Agent desire to supplement the Loan Agreement to make specific reference to the trademarks, patents, copyrights and other intellectual property set forth below. The Loan Agreement shall continue in full force and effect with respect to the Collateral described therein. By entering into this Supplement, the parties do not intend to imply that the trademarks, patents, copyrights and other intellectual property set forth below are not covered and perfected by the existing Loan Documents, including, without limitation, the Loan Agreement.

NOW, THEREFORE, Grantor hereby grants, represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Grantor confirms its grant to Agent (for the benefit of Agent and Lender) of a security interest in all of Grantor's right, title and interest in the Collateral, including, without limitation, the following, whether now existing or hereafter arising, to secure the payment and performance of all "Obligations" (as defined in the Loan Agreement):

(a) All United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, maskworks, software, computer programs and other works of authorship subject to United States copyright protection listed in Exhibit A to this Agreement (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments, and other amounts payable to Grantor in connection with the Registered Copyrights, together with all

renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.

(b) All copyrights, maskworks, software, computer programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (the "Unregistered Copyrights"), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights."

(c) All right, title and interest in and to any and all license agreements with respect to the Copyrights.

(d) All accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with or relating to the Copyrights.

(e) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(f) All trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing, and all license royalties and proceeds of infringement suits, and all rights

corresponding to the foregoing throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part of the foregoing.

2. Loan Agreement. This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor has no Registered Copyrights except those listed in Exhibit A hereto.

(b) Grantor has no Patents except those listed in Exhibit B hereto.

(c) Grantor has no Trademarks which are registered with the United States Patent and Trademark Office, or for which application for such registration has been made and not been abandoned, except those listed on Exhibit C hereto.

(d) Grantor shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Grantor all rights of authorship to any copyrighted material in which Grantor has or may subsequently acquire any right or interest.

(e) Grantor shall promptly advise Agent of any Trademark, Patent or Copyright not specified in this Agreement, which is hereafter acquired by Grantor and advise Agent whether any other party has any interest in such Trademark, Patent or Copyright.

(f) Grantor shall not register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Agent with at least 30 days prior written notice thereof, (ii) providing Agent with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Agent may reasonably request from time to time to perfect or continue the perfection of Agent's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Agent identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Agent.

4. Authority to Amend Exhibits. Grantor authorizes Agent and appoints Agent as its attorney to amend or supplement the Exhibits hereto, from time to time at Agent's option, to add Patents, Trademarks, Copyrights, and other intellectual property of Borrower which are not reflected in said Exhibits. All said acts of said attorney are hereby ratified and approved, and said attorney shall not be liable for any acts of omission or commission nor for any error of judgment or mistake of fact or law, unless done maliciously or with gross (not mere) negligence (as determined by a court of competent jurisdiction in a final non-appealable judgment); this power being coupled with an interest is irrevocable while any of the Obligations remain unpaid.

5. General. All terms and conditions of the Loan Agreement shall continue in full force and effect, and Grantor represents and warrants to Agent that all representations and warranties set forth in the Loan Agreement, as supplemented hereby, are true and correct as of the date hereof. This Supplement is an integral part of the Loan Agreement and the provisions of the Loan Agreement are incorporated herein by reference.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Supplement has been executed as of the date first written above.

**PNC BANK, NATIONAL ASSOCIATION,
AS AGENT**

FISHER IMPLEMENT CO.

By *Gregory J Hall*
Name **GREGORY J. HALL**
Title **Vice President**

By _____
Name _____
Title _____

IN WITNESS WHEREOF, this Supplement has been executed as of the date first written above.

**PNC BANK, NATIONAL ASSOCIATION,
AS AGENT**

FISHER IMPLEMENT CO.

By _____
Name _____
Title _____


By 
Name Andrew Reams
Title Assessant

EXHIBIT A

REGISTERED COPYRIGHTS

(including copyrights that are the subject of an application for registration)

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None		

EXHIBIT B

PATENTS

None

EXHIBIT C
TRADEMARKS

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
See attached.		

The United States of America



CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are part of this certificate.

To avoid CANCELLATION of the registration, the owner of the registration must submit a declaration of continued use or excusable non-use between the fifth and sixth years after the registration date. (See next page for more information.) Assuming such a declaration is properly filed, the registration will remain in force for ten (10) years, unless terminated by an order of the Commissioner for Trademarks or a federal court. (See next page for information on maintenance requirements for successive ten-year periods.)



David J. Kayfos

Director of the United States Patent and Trademark Office

Int. Cls.: 35 and 37

Prior U.S. Cls.: 100, 101, 102, 103, and 106

Reg. No. 3,674,027

United States Patent and Trademark Office

Registered Aug. 25, 2009

SERVICE MARK
PRINCIPAL REGISTER



THE FISHER-ERNST GROUP (OREGON CORPORATION), DBA FISHER FARM & LAWN,
31970 OLD HWY 34
TANGENT, OR 97389

FOR: RETAIL STORE SERVICES FEATURING LAWN CARE EQUIPMENT TRACTORS, TRACTOR TILLAGE SPRAYERS, AND PLANTING AND HARVESTING EQUIPMENT; COMBINES; COMMERCIAL AND RESIDENTIAL LAWN MOWERS, TILLERS, EDGERS, TRIMMERS, CHAINSAWS, PUMPS, GENERATORS, AND ACCESSORIES THEREFOR; UTILITY VEHICLES AND ATTACHMENTS AND ACCESSORIES THEREFOR; LIGHT CONSTRUCTION COMPACT TRACK LOADERS, SKID STEERS, COMPACT TRACTOR LOADER BACKHOES; TOYS, SHIRTS, GLOVES, HATS; BARBECUES; SAFES; HAND TOOLS; LOG SPLITTERS, AND MULCHERS, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 6-1-2008; IN COMMERCE 6-1-2008.

FOR: MACHINERY MAINTENANCE AND REPAIR, IN CLASS 37 (U.S. CLS. 100, 103 AND 106).

FIRST USE 6-1-2008; IN COMMERCE 6-1-2008.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "FARM&LAWN", APART FROM THE MARK AS SHOWN.

THE COLOR(S) GREEN AND YELLOW IS/ARE CLAIMED AS A FEATURE OF THE MARK.

THE MARK CONSISTS OF THREE QUADRILATERALS IN THE COLORS YELLOW AND GREEN FORMING THE LETTER "F" AND A PLANT, THE WORD "FISHER" IN GREEN, AND THE WORDS "FARM & LAWN" IN THE COLOR YELLOW.

SN 77-460,790, FILED 4-29-2008.

DAVID C. REIHNER, EXAMINING ATTORNEY

