

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
OXBO INTERNATIONAL CORPORATION		09/29/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company		
Street Address:	One Fountain Plaza		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	banking corporation: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3314624	OXBO	
Registration Number:	2959501	OXBO	
Registration Number:	2963952	VMECH	
CORRESPONDENCE DATA			
Fax Number:	(866)947-1121		
Phone:	585-263-1065		
Email:	kwalsh@nixonpeabody.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Kristen M. Walsh, Nixon Peabody LLP		
Address Line 1:	1300 Clinton Square		
Address Line 4:	Rochester, NEW YORK 14604		
ATTORNEY DOCKET NUMBER:	82205-69		
NAME OF SUBMITTER:	Kristen M. Walsh		

CH \$90.00 3314624

900206165

TRADEMARK
 REEL: 004653 FRAME: 0410

Signature:	/kristenmwash/
Date:	11/02/2011
<p>Total Attachments: 17 source=Patent and Trademark Security Agreement#page1.tif source=Patent and Trademark Security Agreement#page2.tif source=Patent and Trademark Security Agreement#page3.tif source=Patent and Trademark Security Agreement#page4.tif source=Patent and Trademark Security Agreement#page5.tif source=Patent and Trademark Security Agreement#page6.tif source=Patent and Trademark Security Agreement#page7.tif source=Patent and Trademark Security Agreement#page8.tif source=Patent and Trademark Security Agreement#page9.tif source=Patent and Trademark Security Agreement#page10.tif source=Patent and Trademark Security Agreement#page11.tif source=Patent and Trademark Security Agreement#page12.tif source=Patent and Trademark Security Agreement#page13.tif source=Patent and Trademark Security Agreement#page14.tif source=Patent and Trademark Security Agreement#page15.tif source=Patent and Trademark Security Agreement#page16.tif source=Patent and Trademark Security Agreement#page17.tif</p>	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS AGREEMENT, dated as of September 29, 2011, is made by and between OXBO INTERNATIONAL CORPORATION, a Delaware corporation having a business location at the address set forth below next to its signature (the "Debtor"), and Manufacturers and Traders Trust Company, a New York banking corporation, having a business location at the address set forth below next to its signature (the "Secured Party").

Recitals

WHEREAS, Oxbo US LP, the Debtor and the Secured Party are parties to a Credit Agreement dated of even date herewith (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement") setting forth the terms on which the Bank may now or hereafter extend credit to or for the account of the Borrower as defined therein; and

WHEREAS, as a condition to extending credit to or for the account of the Borrower, the Bank has required the execution and delivery of this Agreement by the Debtor.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Loan Documents, the parties hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, domestic and foreign, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, domestic and foreign, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest"), with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. In addition, the Debtor has

executed in blank and delivered to the Secured Party an Assignment of Patents and Trademarks in substantially the form of Exhibit C hereto (the "Assignment of Patents and Trademarks"). The Debtor hereby authorizes the Secured Party to complete as assignee and record with the United States Patent and Trademark Office the Assignment of Patents and Trademarks solely upon the occurrence and during the continuance of an Event of Default.

3. Representations, Warranties and Covenants. The Debtor represents, warrants and covenants as follows:

(a) Existence; Authority. The Debtor is a [corporation] duly organized, validly existing and in good standing under the laws of its state of organization, and this Agreement has been duly and validly authorized by all necessary action on the part of the Debtor.

(b) Patents. Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within 90 days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement. The Debtor authorizes the Secured Party to modify this Agreement and the Assignment of Patents and Trademarks and the annex thereto, without the necessity of the Debtor's further approval or signature, solely to amend Exhibit A hereto and to the Annex to include any future or other Patents and to file such amendments with the United States Patent and Trademark Office.

(c) Trademarks. Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of such Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement. The Debtor authorizes the Secured Party to modify this Agreement and the Assignment of Patents and Trademarks and the annex thereto, without the necessity of the Debtor's further approval or signature, solely to amend Exhibit B hereto and to the Annex to include any future or other Trademarks and to file such amendments with the United States Patent and Trademark Office.

(d) Subsidiaries. As of the date hereof, no Subsidiary of the Debtor owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents or Trademarks. If after the date hereof any Subsidiary owns,

controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Subsidiary to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Subsidiary to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) Title. The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens, other than Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens, other than Permitted Liens and (ii) will keep all Patents and Trademarks free and clear of all Liens, other than Permitted Liens.

(f) No Sale. Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) Defense. The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens, provided, however, that nothing in this subsection (g) shall prevent the Debtor from forbearing from any such prosecution or defense if such action is, in the Debtor's judgment, desirable in the conduct of the Debtor's business and not disadvantageous in any material respect to the Secured Party.

(h) Maintenance. The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable, provided, however, that nothing in this subsection (h) shall prevent the Debtor from discontinuing the maintenance of any of its Patents or Trademarks if such discontinuance is, in the Debtor's judgment, desirable in the conduct of the Debtor's business and not disadvantageous in any material respect to the Secured Party.

(i) Secured Party's Right to Take Action. If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of fifteen (15) Business Days after the Secured Party gives the Debtor written notice thereof, or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place

and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment. Notwithstanding the foregoing, if the Debtor has determined in its judgment to discontinue or not prosecute any Patent or Trademark and has so notified the Secured Party in writing, then the Debtor will not be obligated to reimburse the Secured Party for any costs incurred under this Section (i) in relation to such Patent or Trademark.

(j) Costs and Expenses. Subject to the last sentence of Section 3(i) above, and except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the highest default rate applicable to Debtor's other obligations to Secured Party.

(k) Power of Attorney. To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after and during the continuance of an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement and the indefeasible payment and performance of all Obligations.

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it, after the expiration of any applicable cure periods; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence and during the continuance of an Event of Default, the Secured Party may, at its' option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A copy of this Agreement shall have the same force and effect as the original and may be admitted into evidence as an original. This Agreement shall be governed by the laws of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

EXHIBIT A

UNITED STATES PATENTS

1. Issued U.S. Patents

Patent Title	Country	App. No. Patent No.	App. Date Issue Date	Status
Windrow merging apparatus	U.S.	11/388,692 7,827,774	03/24/2006 11/09/2010	Recently issued, no maintenance fees due
Control apparatus and method	U.S.	10/862,020 7,640,091	06/04/2004 12/29/2009	Recently issued, no maintenance fees due
Harvester bucket	U.S.	29/322,350 D601,174	08/01/2008 09/29/2009	Recently issued, no maintenance fees due
Article pickup apparatus	U.S.	11/594,052 7,536,848	11/06/2006 05/26/2009	Recently issued, no maintenance fees due
Vehicle stabilizer system	U.S.	11/339,903 7,407,166	01/25/2006 08/05/2008	Recently issued, no maintenance fees due
Tree follower	U.S.	10/897,379 7,350,346	07/13/2004 04/01/2008	04/02/2012: Four year Maintenance Fee due
Windrow merging apparatus	U.S.	10/405,030 7,310,929	03/31/2003 12/25/2007	05/23/2011: Maintenance Fees paid
Deleafer apparatus and method	U.S.	11/043,435 7,305,812	01/25/2005 12/11/2007	07/18/2011: Maintenance Fee reminder mailed.
Vehicle stabilizer system	U.S.	10/692,307 7,082,744	10/22/2003 08/01/2006	01/22/2010: Maintenance Fees paid
Conveyor cleaning apparatus	U.S.	10/658,829 7,083,039	09/08/2003 08/01/2006	01/22/2010: Maintenance Fees paid
Blade pulley	U.S.	10/405,073 7,070,042	03/31/2003 07/04/2006	12/22/2009: Maintenance Fees paid
Blade pulley	U.S.	10/767,918 6,935,488	01/29/2004 08/30/2005	12/29/2008: Maintenance Fee paid

Patent Title	Country	App. No. Patent No.	App. Date Issue Date	Status
Tree harvester trunk seal	U.S.	09/665,233 6,463,725	09/18/2000 10/15/2002	03/23/2010: Maintenance Fee paid
Windrow merging machine and method of merging windrows	U.S.	09/255,209 6,205,757	02/22/1999 03/27/2001	08/19/2008: Maintenance Fee paid
Method for harvesting corn using variable knife roll speed and gathering belt speed	U.S.	09/265,140 6,116,005	03/08/1999 09/12/2000	03/07/2008: Maintenance Fee paid.
Weighing material on a conveyor	U.S.	09/348,426 6,066,809	07/07/1999 05/23/2000	09/27/2007: Maintenance Fee paid.
System for weighing material on a conveyor	U.S.	09/060,528 5,959,257	04/15/1998 09/28/1999	02/18/2011: Maintenance Fee paid
Corn head with variable angle harvesting	U.S.	08/874,638 5,927,054	06/13/1997 07/27/1999	12/28/2010: Maintenance Fee paid
Process for preparing trioxane	U.S.	08/930,180 5,929,257	10/20/1997 07/27/1999	01/03/2011: Maintenance Fee paid
Corn head with variable knife and gathering belt speed	U.S.	08/874,637 5,921,070	06/13/1997 07/13/1999	12/28/2010: Maintenance Fee paid
Adjustable four-weight shaker head	U.S.	08/870,155 5,908,352	06/05/1997 06/01/1999	11/11/2010: Maintenance Fee paid
System for threshing podded produce	U.S.	08/869,017 5,851,146	06/04/1997 12/22/1998	05/21/2010: Maintenance Fee paid
Sweet corn processing system	U.S.	08/740,039 5,839,954	10/23/1996 11/24/1998	04/22/2010: Maintenance Fee paid
Adjustable four-weight shaker head	U.S.	08/870,146 5,813,910	06/05/1997 09/29/1998	03/23/2010: Maintenance Fee paid
Adjustable four-weight shaker head	U.S.	08/539,918 5,685,773	10/06/1995 11/11/1997	06/22/2009: Maintenance Fee paid
Corn harvester head having adjustable stripper plates	U.S.	08/607,748 5,680,750	02/27/1996 10/28/1997	06/22/2009: Maintenance Fee paid
Foldable corn head with unobstructed auger	U.S.	08/582,687 5,673,543	01/04/1996 10/07/1997	06/22/2009: Maintenance Fee paid

Patent Title	Country	App. No. Patent No.	App. Date Issue Date	Status
Fresh market sweet corn harvester	U.S.	08/540,851 5,661,964	10/11/1995 09/02/1997	02/24/2009: Maintenance Fee paid
Legume pod thresher including an auger	U.S.	08/063,993 5,372,547	05/18/1993 12/13/1994	05/24/2006: Maintenance Fee paid
Legume pod thresher	U.S.	08/233,551 5,370,579	04/26/1994 12/06/1994	05/24/2006: Maintenance Fee paid

2. Published U.S. Patent Applications



Patent Title	Country	App. No. Pub. No.	App. Date Pub. Date	Status
Windrow merging apparatus	U.S.	11/594,052 20110203244	10/19/2010 08/25/2011	In process
Windrow merger	U.S.	12/930,002 20110094200	12/22/2010 04/28/2011	In process
Windrow merger	U.S.	12/928,978 20110094202	12/22/2010 04/28/2011	In process
Harvester Bucket	U.S.	12/533,571 20100139233	07/31/2009 06/10/2010	In process
Windrow merger	U.S.	12/321,374 20100037584	01/19/2009 02/18/2010	Notice of allowance mailed

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS AND SERVICE MARKS

REGISTRATIONS

1. U.S. Trademark Registrations

Mark	Country	App. No. / Filing Date	Reg. No. / Reg. Date	International Classes; Goods/Services	Status
OXBO (and Design): 	U.S.	78/893,167 5/25/2006	3,314,624 10/16/2007	Cl. 07: Agricultural machinery, namely, harvesters, sprayers, detassellers, swathers, pesticide spreaders, fertilizer spreaders and hydraulic dump boxes for harvesting	Registered; Sections 8 & 15 Declaration due 10/16/2013
OXBO (and Design): 	U.S.	78/324,803 11/07/2003	2,959,501 06/07/2005	Cl. 07: Agricultural machinery, namely, harvesters, sprayers, detassellers, swathers, pesticide spreaders, and fertilizer spreaders	Registered; Section 8 Declaration was due on 06/07/2011 If the Section 8 Declaration is not filed by 12/07/2011 (during the 6-month grace period), the registration will lapse.
VMECH	U.S.	78/324,824 11/07/2003	2,963,952 06/28/2005	Cl. 07: Agricultural machinery, namely, harvesters, sprayers, detassellers, swathers, pesticide spreaders, and fertilizer spreaders	Registered; Section 8 Declaration was due on 06/28/2011 If the Section 8 Declaration is not filed by 12/28/2011 (during the 6-month grace period), the registration will lapse.

2. State Trademark Registrations

Mark	State	Reg. No.	Reg. Date	International Classes; Goods/Services	Status
HACK ENTERPRISES	Illinois	72349	04/30/1993	Cls. 37, 42: Sale and service of floatation applicators used to spread fertilizer	Renewed; Renewal due 04/30/2013

ASSIGNMENT OF PATENTS AND TRADEMARKS


WHEREAS, OXBO INTERNATIONAL CORPORATION, a corporation organized and existing under the laws of the State of Delaware, having a place of business at 7275 Batavia-Byron Road, Byron, New York 14422 (the "Debtor"), owns the patents, trademarks and service marks (the "Patents and Marks") identified on the Annex hereto, and is the owner of the patents, patent applications, registrations of and pending registration applications for such patents and trademarks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, MANUFACTURERS AND TRADERS TRUST COMPANY, having a place of business at One M&T Plaza, Buffalo, New York 14203 (together with its successors and assigns in such capacity, the "Assignee"), is desirous of acquiring the Patents and Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Debtor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Patents and Marks, together with (i) the patents, patent applications, registrations of and registration applications for the Patents and Marks, (ii) the goodwill of the business symbolized by and associated with the Patents and Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Patents and Marks or the registrations thereof or such associated goodwill.

IN WITNESS WHEREOF, the Debtor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this 29 day of September, 2011.

OXBO INTERNATIONAL CORPORATION

By: 
Name: GARY C STICH
Title: PRESIDENT

The foregoing assignment of the Patents and Marks and the patents, patent applications, registrations thereof and registration applications therefor by the Debtor to the Assignee is hereby accepted as of the ___ day of _____, 20__.

MANUFACTURERS AND TRADERS TRUST COMPANY

By: _____
Name: _____
Title: _____

ANNEX

PATENTS1. Issued U.S. Patents

Patent Title	Country	App. No. Patent No.	App. Date Issue Date	Status
Windrow merging apparatus	U.S.	11/388,692 7,827,774	03/24/2006 11/09/2010	Recently issued, no maintenance fees due
Control apparatus and method	U.S.	10/862,020 7,640,091	06/04/2004 12/29/2009	Recently issued, no maintenance fees due
Harvester bucket	U.S.	29/322,350 D601,174	08/01/2008 09/29/2009	Recently issued, no maintenance fees due
Article pickup apparatus	U.S.	11/594,052 7,536,848	11/06/2006 05/26/2009	Recently issued, no maintenance fees due
Vehicle stabilizer system	U.S.	11/339,903 7,407,166	01/25/2006 08/05/2008	Recently issued, no maintenance fees due
Tree follower	U.S.	10/897,379 7,350,346	07/13/2004 04/01/2008	04/02/2012: Four year Maintenance Fee due
Windrow merging apparatus	U.S.	10/405,030 7,310,929	03/31/2003 12/25/2007	05/23/2011: Maintenance Fees paid
Deleaser apparatus and method	U.S.	11/043,435 7,305,812	01/25/2005 12/11/2007	07/18/2011: Maintenance Fee reminder mailed.
Vehicle stabilizer system	U.S.	10/692,307 7,082,744	10/22/2003 08/01/2006	01/22/2010: Maintenance Fees paid
Conveyor cleaning apparatus	U.S.	10/658,829 7,083,039	09/08/2003 08/01/2006	01/22/2010: Maintenance Fees paid
Blade pulley	U.S.	10/405,073 7,070,042	03/31/2003 07/04/2006	12/22/2009: Maintenance Fees paid
Blade pulley	U.S.	10/767,918 6,935,488	01/29/2004 08/30/2005	12/29/2008: Maintenance Fee paid
Tree harvester trunk seal	U.S.	09/665,233 6,463,725	09/18/2000 10/15/2002	03/23/2010: Maintenance Fee paid

Patent Title	Country	App. No. Patent No.	App. Date Issue Date	Status
Windrow merging machine and method of merging windrows	U.S.	09/255,209 6,205,757	02/22/1999 03/27/2001	08/19/2008: Maintenance Fee paid
Method for harvesting corn using variable knife roll speed and gathering belt speed	U.S.	09/265,140 6,116,005	03/08/1999 09/12/2000	03/07/2008: Maintenance Fee paid.
Weighing material on a conveyor	U.S.	09/348,426 6,066,809	07/07/1999 05/23/2000	09/27/2007: Maintenance Fee paid.
System for weighing material on a conveyor	U.S.	09/060,528 5,959,257	04/15/1998 09/28/1999	02/18/2011: Maintenance Fee paid
Corn head with variable angle harvesting	U.S.	08/874,638 5,927,054	06/13/1997 07/27/1999	12/28/2010: Maintenance Fee paid
Process for preparing trioxane	U.S.	08/930,180 5,929,257	10/20/1997 07/27/1999	01/03/2011: Maintenance Fee paid
Corn head with variable knife and gathering belt speed	U.S.	08/874,637 5,921,070	06/13/1997 07/13/1999	12/28/2010: Maintenance Fee paid
Adjustable four-weight shaker head	U.S.	08/870,155 5,908,352	06/05/1997 06/01/1999	11/11/2010: Maintenance Fee paid
System for threshing podded produce	U.S.	08/869,017 5,851,146	06/04/1997 12/22/1998	05/21/2010: Maintenance Fee paid
Sweet corn processing system	U.S.	08/740,039 5,839,954	10/23/1996 11/24/1998	04/22/2010: Maintenance Fee paid
Adjustable four-weight shaker head	U.S.	08/870,146 5,813,910	06/05/1997 09/29/1998	03/23/2010: Maintenance Fee paid
Adjustable four-weight shaker head	U.S.	08/539,918 5,685,773	10/06/1995 11/11/1997	06/22/2009: Maintenance Fee paid
Corn harvester head having adjustable stripper plates	U.S.	08/607,748 5,680,750	02/27/1996 10/28/1997	06/22/2009: Maintenance Fee paid
Foldable corn head with unobstructed auger	U.S.	08/582,687 5,673,543	01/04/1996 10/07/1997	06/22/2009: Maintenance Fee paid
Fresh market sweet corn harvester	U.S.	08/540,851 5,661,964	10/11/1995 09/02/1997	02/24/2009: Maintenance Fee paid



Patent Title	Country	App. No. Patent No.	App. Date Issue Date	Status
Legume pod thresher including an auger	U.S.	08/063,993 5,372,547	05/18/1993 12/13/1994	05/24/2006: Maintenance Fee paid
Legume pod thresher	U.S.	08/233,551 5,370,579	04/26/1994 12/06/1994	05/24/2006: Maintenance Fee paid

2. Published U.S. Patent Applications

Patent Title	Country	App. No. Pub. No.	App. Date Pub. Date	Status
Windrow merging apparatus	U.S.	11/594,052 20110203244	10/19/2010 08/25/2011	In process
Windrow merger	U.S.	12/930,002 20110094200	12/22/2010 04/28/2011	In process
Windrow merger	U.S.	12/928,978 20110094202	12/22/2010 04/28/2011	In process
Harvester Bucket	U.S.	12/533,571 20100139233	07/31/2009 06/10/2010	In process
Windrow merger	U.S.	12/321,374 20100037584	01/19/2009 02/18/2010	Notice of allowance mailed

TRADEMARKS

1. U.S. Trademark Registrations

Mark	Country	App. No. / Filing Date	Reg. No. / Reg. Date	International Classes; Goods/Services	Status
OXBO (and Design): 	U.S.	78/893,167 5/25/2006	3,314,624 10/16/2007	Cl. 07: Agricultural machinery, namely, harvesters, sprayers, detassellers, swathers, pesticide spreaders, fertilizer spreaders and hydraulic dump boxes for harvesting	Registered; Sections 8 & 15 Declaration due 10/16/2013
OXBO (and Design): 	U.S.	78/324,803 11/07/2003	2,959,501 06/07/2005	Cl. 07: Agricultural machinery, namely, harvesters, sprayers, detassellers, swathers, pesticide spreaders, and fertilizer spreaders	Registered; Section 8 Declaration was due on 06/07/2011 If the Section 8 Declaration is not filed by 12/07/2011 (during the 6-month grace period), the registration will lapse.
VMECH	U.S.	78/324,824 11/07/2003	2,963,952 06/28/2005	Cl. 07: Agricultural machinery, namely, harvesters, sprayers, detassellers, swathers, pesticide spreaders, and fertilizer spreaders	Registered; Section 8 Declaration was due on 06/28/2011 If the Section 8 Declaration is not filed by 12/28/2011 (during the 6-month grace period), the registration will lapse.

2. State Trademark Registrations

Mark	State	Reg. No.	Reg. Date	International Classes; Goods/Services	Status
HACK ENTERPRISES	Illinois	72349	04/30/1993	Cls. 37, 42: Sale and service of floatation applicators used to spread fertilizer	Renewed; Renewal due 04/30/2013