

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Digi-Star Investments, Inc.		11/18/2011	CORPORATION: DELAWARE
Digi-Star Acquisition Holdings, Inc.		11/18/2011	CORPORATION: DELAWARE
Digi-Star, LLC		11/18/2011	LIMITED LIABILITY COMPANY: WISCONSIN
Digi-Star Holdings, Inc.		11/18/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	The PrivateBank and Trust Company, as Administrative Agent
<b>Street Address:</b>	120 South LaSalle Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	banking corporation: ILLINOIS

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2016057	DIGI-STAR
Registration Number:	3059097	TMR TRACKER

**CORRESPONDENCE DATA**

Fax Number: (312)609-5005  
 Phone: (312) 609-7838  
 Email: podonoghue@vedderprice.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.  
 Address Line 1: 222 North LaSalle Street  
 Address Line 2: Suite 2500  
 Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	40180.00.0048-D.MANGAN
NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	11/18/2011
Total Attachments: 7 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	

## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 18th day of November, 2011 by (i) DIGI-STAR INVESTMENTS, INC., a Delaware corporation ("Digi-Star Investments"), (ii) DIGI-STAR ACQUISITION HOLDINGS, INC., a Delaware corporation ("Digi-Star Acquisition"), which following the consummation of the Related Transactions, will be merged with and into Holdings (as defined below), with Holdings being the survivor of such merger, (iii) immediately following the consummation of the Related Transactions, DIGI-STAR LLC, a Wisconsin limited liability company ("Digi-Star"), (iv) immediately following the consummation of the Related Transactions, DIGI-STAR HOLDINGS, INC., a Delaware corporation ("Holdings", and together with Digi-Star Investments, Digi-Star Acquisition and Digi-Star, individually and collectively referred to herein as the "Grantors"), in favor of The PrivateBank and Trust Company, as the Administrative Agent for all the Lenders party to the Credit Agreement (as hereinafter defined) ("Administrative Agent"):

### W I T N E S S E T H:

WHEREAS, Grantors and/or their affiliates have entered into a certain Credit Agreement dated as of even date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, providing for the extensions of credit to be made to the Grantors by the Lenders; and

WHEREAS, each Grantor has entered into a certain Guaranty and Collateral Agreement dated as of even date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which each Grantor was required to execute and deliver to the Administrative Agent, for the ratable benefit of the Administrative Agent and the Lenders, this Agreement; and

WHEREAS, pursuant to the terms of the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for the benefit of Administrative Agent and the Lenders, a security interest in substantially all of the assets of such Grantor, including all right, title and interest of such 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 each Grantor under the Credit Agreement and the Guaranty and Collateral 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 Credit Agreement and Guaranty and Collateral Agreement. The Credit Agreement and the Guaranty and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms

capitalized but not otherwise defined herein shall have the same meanings herein as in the Guaranty and Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, a continuing security interest in each Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising (for the avoidance of doubt, excluding, in each case, such items as are not included as "Collateral" pursuant to the terms and conditions of the Guaranty and Collateral Agreement):

(i) each trademark and trademark application owned by such Grantor, 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;

(ii) each trademark license to which such Grantor is a party, together with all goodwill associated therewith;

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such 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;

(iv) each patent and patent application owned by such Grantor, 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;

(v) each patent license to which such Grantor is a party, together with all goodwill associated therewith; and

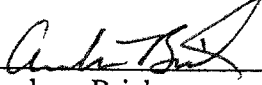
(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license.

**(Signature Page Follows)**

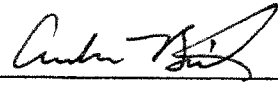
IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

**GRANTORS:**

**DIGI-STAR ACQUISITION HOLDINGS, INC.**, a Delaware corporation

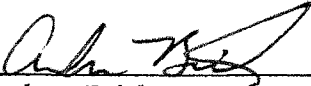
By:   
Andrew Brickman  
President

**DIGI-STAR HOLDINGS, INC.**, a Delaware corporation

By:   
Andrew Brickman  
Executive Vice President

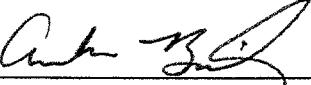
*intending and confirming by this signature to join this Agreement as "Grantor" immediately upon the consummation of the Related Transactions*

**DIGI-STAR LLC**, a Wisconsin limited liability company

By:   
Andrew Brickman  
Executive Vice President

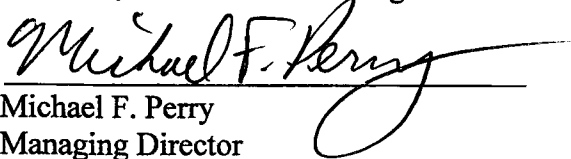
*intending and confirming by this signature to join this Agreement as "Grantor" immediately upon the consummation of the Related Transactions*

**DIGI-STAR INVESTMENTS, INC.**, a Delaware corporation

By:   
Andrew Brickman  
President

Agreed and Accepted As of the Date First  
Written Above:

**THE PRIVATEBANK AND TRUST  
COMPANY**, as Administrative Agent

By:   
Michael F. Perry  
Managing Director

**SCHEDULE 1**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>Owner</b>	<b>Trademark</b>	<b>Trademark Application Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
Digi-Star LLC	DIGI-STAR	74/513,696	2016057	April 18, 1994	November 12, 1996
Digi-Star LLC	TMR TRACKER	78/580,711	3059097	March 4, 2005	February 14, 2006

**SCHEDULE 2**

**PATENTS AND PATENT APPLICATIONS**

<b>Owner</b>	<b>Title</b>	<b>Patent Number</b>	<b>Patent Application Number</b>	<b>Date Patent Issued</b>	<b>Date of Patent Application</b>
Digi-Star, LLC	COMBINATION MIXER COUNTER AND WEIGHT CALCULATOR UNIT FOR AGRICULTURAL MIXER AND METHOD THEREFOR	6,572,257	09/773,069	June 3, 2003	January 31, 2001
Digi-Star, LLC	PEAK WEIGHT DETECTOR AND METHOD	7,454,304	11/536,822	November 18, 2008	September 29, 2006
Digi-Star, LLC	GRAIN DRILL WITH WEIGHT SENSING DEVICE FOR SENSING THE WEIGHT OF SEED GRAIN IN A HOPPER	6,732,667	08/818,717	May 11, 2004	March 14, 1997
Digi-Star, LLC	GRAIN DRILL WITH ACCURATE METERING OF THE RATE OF PLANTING OF SEED	7,059,258	10/821,858	June 13, 2006	April 12, 2004
Digi-Star, LLC	GRAIN DRILL WITH ACCURATE METERING OF THE RATE OF PLANTING OF SEED	7,273,017	11/448,758	September 25, 2007	June 8, 2006
Digi-Star, LLC	GRAIN DRILL WITH ACCURATE METERING OF THE RATE OF PLANTING OF SEED	7,357,087	11/838,445	April 15, 2008	August 14, 2007
Digi-Star, LLC	GRAIN DRILL WITH ACCURATE METERING OF THE RATE OF PLANTING SEED	7,448,335	12/103,063	November 11, 2008	April 15, 2008
Digi-Star, LLC	GRAIN DRILL WITH ACCURATE METERING OF THE RATE OF PLANTING SEED	7,523,710	12/266,594	April 28, 2009	November 7, 2008
Digi-Star, LLC	GRAIN DRILL WITH ACCURATE METERING OF THE RATE OF PLANTING SEED	7,765,944	12/427,915	August 3, 2010	April 22, 2009
Digi-Star, LLC	AUTOMATIC START/STOP CONTROL FOR AGRICULTURAL LOAD AND TRANSFER EQUIPMENT	n/a	61/405,279	n/a	October 21, 2010



Owner	Title	Patent Number	Patent Application Number	Date Patent Issued	Date of Patent Application
Digi-Star, LLC	AUTOMATIC DISCHARGE FOR CONTROL FEATURE	n/a	61/417,279	n/a	November 29, 2010
Digi-Star, LLC	CONTROLLING A SCALE IN CONNECTION WITH A CONTAINER OF POURABLE BULK MATERIALS	n/a	12/366,204	n/a	February 5, 2009
Digi-Star, LLC	AUTOMATIC START/STOP CONTROL FOR AGRICULTURAL LOAD AND TRANSFER EQUIPMENT	n/a	13/272,378	n/a	October 13, 2011