

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
ROTO-MIX, LLC		10/09/2012	LIMITED LIABILITY COMPANY: KANSAS
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44115		
Entity Type:	National Bank Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1367339	ROTO-MIX	
Registration Number:	1789136	ROTO-HAY PROCESSOR	
Registration Number:	3224384	ROTO-SPREAD	
CORRESPONDENCE DATA			
Fax Number:	2165837087		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2165837000		
Email:	ecaja@ulmer.com		
Correspondent Name:	Edward F. Caja		
Address Line 1:	1660 West 2nd Street, Suite 1100		
Address Line 4:	Cleveland, OHIO 44113		
ATTORNEY DOCKET NUMBER:	19292-0307		
NAME OF SUBMITTER:	Edward F. Caja		

CH \$90.00 1367339

Signature:	/Edward F. Caja/
Date:	10/11/2012
Total Attachments: 18 source=Roto-Mix_IP Security Agreement_Executed#page1.tif source=Roto-Mix_IP Security Agreement_Executed#page2.tif source=Roto-Mix_IP Security Agreement_Executed#page3.tif source=Roto-Mix_IP Security Agreement_Executed#page4.tif source=Roto-Mix_IP Security Agreement_Executed#page5.tif source=Roto-Mix_IP Security Agreement_Executed#page6.tif source=Roto-Mix_IP Security Agreement_Executed#page7.tif source=Roto-Mix_IP Security Agreement_Executed#page8.tif source=Roto-Mix_IP Security Agreement_Executed#page9.tif source=Roto-Mix_IP Security Agreement_Executed#page10.tif source=Roto-Mix_IP Security Agreement_Executed#page11.tif source=Roto-Mix_IP Security Agreement_Executed#page12.tif source=Roto-Mix_IP Security Agreement_Executed#page13.tif source=Roto-Mix_IP Security Agreement_Executed#page14.tif source=Roto-Mix_IP Security Agreement_Executed#page15.tif source=Roto-Mix_IP Security Agreement_Executed#page16.tif source=Roto-Mix_IP Security Agreement_Executed#page17.tif source=Roto-Mix_IP Security Agreement_Executed#page18.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

ROTO-MIX, LLC, a Kansas limited liability company (together with its successors and assigns, "Pledgor"), is entering into that certain Credit and Security Agreement with DD&D Holding Company, LLC, a Delaware limited liability company ("Holding" and together with Pledgor, "Borrowers") and KEYBANK NATIONAL ASSOCIATION ("Bank") (as it may be amended, restated or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, Pledgor deems it to be in its direct pecuniary and business interests Borrowers obtain from Bank the Commitment, as defined in the Credit Agreement, and the Loans, as hereinafter defined, provided for in the Credit Agreement; and

WHEREAS, Pledgor understands that Bank is willing to enter into the Credit Agreement and to grant such financial accommodations to Borrowers only upon certain terms and conditions, one of which is that Pledgor grant to Bank a security interest in and a contingent assignment of the Collateral, as hereinafter defined, and this Intellectual Property Security Agreement (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is being executed and delivered in consideration of each financial accommodation, if any, granted to Borrowers by Bank, and for other valuable considerations.

NOW, THEREFORE, in consideration of the foregoing premises, to induce Bank to extend credit pursuant to the Credit Agreement, to induce Bank to extend to or for the account of Borrowers such other credit as Bank may from time to time deem advisable (all upon such terms and conditions as Bank may from time to time deem advisable), and in consideration of the foregoing and for other valuable considerations, Pledgor hereby agrees, grants, represents and warrants as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

"Assignment" shall mean an Assignment in the form of Exhibit A hereto.

"Collateral" shall mean, collectively, all of Pledgor's existing and future (a) patent registrations, patent applications, patent licenses, technology licenses, trade secrets, knowhow, trademark registrations, trademark applications, trademark licenses, tradenames, service mark registrations, service mark applications, service mark licenses, domain names, copyright registrations and copyright licenses including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark and service mark rights, copyrights, improvements and inventions, trade secrets and knowhow; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) all goodwill associated with any of the foregoing; (e) royalties derived from any of the foregoing; and (f) proceeds of any of the foregoing.

“Debt” shall mean, collectively, (a) all Indebtedness incurred by Borrowers to Bank pursuant to the Credit Agreement and includes the principal of and interest on all Notes (as defined in the Credit Agreement); (b) each extension, renewal or refinancing thereof in whole or in part; (c) the commitment and other fees, and any prepayment fees payable hereunder; (d) every other liability, now or hereafter owing to Bank or any affiliate of Bank by Borrowers, and includes, without limitation, every liability, whether owing by only a Borrower or by a Borrower with one or more others in a several, joint or joint and several capacity, whether owing absolutely or contingently, whether created by note, overdraft, guaranty of payment or other contract or by quasi-contract, tort, statute or other operation of law whether incurred directly to Bank (or any affiliate thereof) or acquired by Bank (or any affiliate thereof) by purchase, pledge or otherwise and whether participated to or from Bank (or any affiliate thereof) in whole or in part; (e) all obligations and liabilities of Borrowers now existing or hereafter incurred under, arising out of or in connection with any Hedge Agreement (as defined in the Credit Agreement) and (f) all Related Expenses.

“Event of Default” shall mean an event or condition that constitutes an event of default pursuant to Section 6 hereof.

“Loan” shall mean any Loan, as defined in the Credit Agreement, granted pursuant to the Credit Agreement.

“Person” shall mean any individual, sole proprietorship, partnership, joint venture, unincorporated organization, corporation, limited liability company, institution, trust, estate, government or other agency or political subdivision thereof or any other entity.

Capitalized terms used in this Agreement without definition have the meanings ascribed to such terms in the Credit Agreement.

2. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Debt, Pledgor hereby agrees that Bank shall at all times have, and hereby grants to Bank, a security interest in all of the Collateral, including (without limitation) all of Pledgor’s future Collateral, irrespective of any lack of knowledge by Bank of the creation or acquisition thereof.

3. Warranties and Representations. Pledgor represents and warrants to Bank that:

(a) Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable;

(b) to Pledgor’s knowledge the Collateral is valid and enforceable;

(c) Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person;

(d) except for liens permitted pursuant to Section 5.9 of the Credit Agreement, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and

encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons;

(e) Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms;

(f) Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral; and

(g) this Agreement does not violate and is not in contravention of any other material agreement to which Pledgor is a party or any judgment or decree to which Pledgor is a party or to which Pledgor is bound.

4. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement other than sales, assignments, licenses or sublicenses in the ordinary course of Pledgor's business.

5. Standard Patent and Trademark Use. Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and ™ where appropriate.

6. Event of Default.

(a) The occurrence of any of the following shall constitute an "Event of Default" under this Agreement: (i) if an Event of Default, as defined in the Credit Agreement, shall occur under the Credit Agreement; (ii) if Pledgor shall fail to perform any obligation of Pledgor to be performed under this Agreement and that failure shall not have been fully corrected within thirty (30) days after the giving of written notice thereof to Pledgor by Bank that the specified failure is to be remedied; (iii) the falsity, inaccuracy or breach by Pledgor of any written warranty, representation or statement made or furnished to Bank or by or on behalf of Pledgor in any material respect, or (iv) the failure to have perfected a first priority security interest in the Collateral.

(b) Pledgor expressly acknowledges that Bank shall record this Agreement with the United States Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, Pledgor shall also execute and deliver to Bank the Assignment, which Assignment shall have no force and effect and shall be held by Bank, in escrow, until the occurrence and during the continuance of an Event of Default; provided that, anything herein to the contrary notwithstanding, the security interest granted herein shall be effective as of the date of this Agreement. After the occurrence and during the continuance of an Event of Default (unless such Event of Default has been cured or waived prior to Bank providing the notice provided for this paragraph), the Assignment shall take effect immediately upon certification of such fact by an authorized officer of Bank in the form attached as Exhibit A hereto and upon written notice to

Pledgor and thereafter Bank may, in its sole discretion, record the Assignment with the United States Patent and Trademark Office.

(c) If an Event of Default shall occur and be continuing, Pledgor irrevocably authorizes and empowers Bank to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, Bank may immediately sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral together with the associated goodwill, or any interest that Pledgor may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all commercially reasonable expenses (including all reasonable expenses for attorneys' and brokers' fees and other legal services), Bank shall apply such proceeds against payment of the Debt. Any remainder of the proceeds, after payment in full of the Debt, shall be paid to Pledgor. At any such sale or other disposition, Bank may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

7. Termination At such time as the Debt has been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated and not replaced by any other promissory note(s) or credit facility with Bank, this Agreement shall terminate and, Bank shall promptly execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Bank's security interest in and assignment of the Collateral and to preserve Pledgor's full title to the Collateral, subject to any disposition thereof that may have been made by Bank pursuant hereto.

8. Attorneys' Fees, Costs and Expenses. Any and all commercially reasonable out-of-pocket costs and expenses, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Bank in connection with the enforcement of this Agreement, all required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, as required by this Agreement, within five (5) days of demand by Bank, and, until so paid, shall be added to the principal amount of the Debt.

9. Bank's Rights to Enforce. Pledgor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral. Bank shall have the right, but shall have no obligation, to join in any such action. Pledgor shall promptly, and in any event within ten (10) days of demand, reimburse and indemnify Bank for all actual damages, commercially reasonable costs and expenses, including attorneys' fees incurred by Bank in connection with the provisions of this Section 9, in the event Bank elects to join in any such action commenced by Pledgor.

10. Power of Attorney. Pledgor hereby authorizes and empowers Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its exclusive

discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuance of an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for Bank to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

11. Bank's Right to Perform Obligations. If Pledgor fails to comply with any of its obligations under this Agreement, Bank may, but is not obligated to, do so in Pledgor's name or in Bank's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Bank on demand in full for all commercially reasonable out-of-pocket expenses, including reasonable attorneys' fees, incurred by Bank in protecting, defending and maintaining the Collateral.

12. Additional Documents. Pledgor shall, upon written request of Bank, enter into such additional documents or instruments as may be reasonably required by Bank in order to effectuate, evidence or perfect Bank's interests in the Collateral as evidenced by this Agreement.

13. New Collateral. If, before the Debt shall have been satisfied in full, Pledgor shall obtain rights to any new Collateral, the provisions of Section 1 shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give bank prompt written notice thereof.

14. Modification for New Collateral. Pledgor hereby authorizes Bank to modify this Agreement by amending Schedule 1 to include any existing or future Collateral as contemplated by Sections 1 and 13 hereof and, at Bank's request, Pledgor shall execute any documents or instruments reasonably required by Bank in order to modify this Agreement as provided in this Section 14, provided that any such modification to Schedule 1 shall be effective without the signature of Pledgor.

15. No Waiver. No course of dealing between Pledgor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank or Pledgor, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. Remedies Cumulative. All of the rights and remedies of Bank with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

17. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and Bank, except that any modification to Schedule 1 hereto pursuant to Section 14 shall be effective without the signature of Pledgor. In the event that any provision herein is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control. In the event that any provision herein is deemed to be inconsistent with any provision of the Credit Agreement, the provisions of the Credit Agreement shall control.

19. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that Pledgor may not assign any of its rights or duties hereunder without the prior written consent of Bank. Any attempted assignment or transfer without the prior written consent of Bank shall be null and void.

20. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature pages of the Credit Agreement, and, if to Bank, mailed or delivered to it, addressed to the address of Bank specified on the signature pages of the Credit Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be overnight delivery or first-class mail with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that all notices hereunder shall not be effective until received.

21. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Ohio, without regard to principles of conflicts of law. Pledgor and Bank hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, and Pledgor and Bank hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Pledgor and Bank hereby irrevocably waives, to the fullest extent permitted by law, any objection either may now or hereafter have to the laying of venue in any action or proceeding in any such court as well as any right either may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

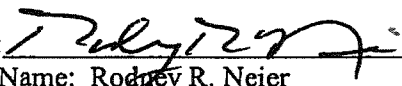
22. JURY TRIAL WAIVER. PLEDGOR AND BANK, TO THE EXTENT PERMITTED BY LAW, EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN BANK AND PLEDGOR, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF BANK TO PURSUE REMEDIES PURSUANT TO ANY PROVISION

CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT BETWEEN PLEDGOR AND BANK.

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IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of
October 9, 2012.

ROTO-MIX, LLC

By: 
Name: Rodney R. Neier
Title: CEO

KEYBANK NATIONAL ASSOCIATION

By: _____
Name: Shane Leary
Title: Vice President

[Signature Page to Roto-Mix, LLC IP Security Agreement]

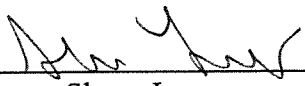
TRADEMARK
REEL: 004879 FRAME: 0880

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of October 9, 2012.

ROTO-MIX, LLC

By: _____
Name: Rodney R. Neier
Title: CEO

KEYBANK NATIONAL ASSOCIATION

By:  _____
Name: Shane Leary
Title: Vice President

[Signature Page to Roto-Mix, LLC IP Security Agreement]

INTELLECTUAL PROPERTY SECURITY AGREEMENT

SCHEDULE 1

Pledgor owns the Rotomix.com and Roto-Mix.com domain names which are registered through Tucows, Inc. by the Companies' registration service provider Hubris Communications, Inc.

A list of Pledgor's intellectual property continues on the following page.

Roto-Mix, LLC

Patent Report by Invention

Printed: 9/20/2012 Page 1

COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS
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AGRICULTURAL MIXER WITH DRIVE SYSTEM AND METHOD OF USING SAME

Inventors: NEIER, RODNEY R.; BUTCHER, ALLIN L.; Shafer, James E.; Groening, Ross M.

UNITED STATES	P09622US00	NEW	7/12/2010	12/834,500			PUBLISHED
WIPO	P09622WO00	CEQ	7/12/2011	PCT/US11/43708			PUBLISHED

ANIMAL FEED AND INDUSTRIAL MIXER HAVING STAGGERED ROTOR PADDLES AND METHOD FOR MAKING AND USING SAME

Inventors: NEIER, BENJAMIN R.; NEIER, RODNEY R.; Reimer, Gregory R.

UNITED STATES	P07476US00	NEW	6/26/2006	11/426,408	7/28/2009	7,566,166	ISSUED
AUSTRALIA	P07476AU00	DCA	6/21/2007	2007265624	6/16/2011	2007265624	ISSUED
CANADA	P07476CA00	DCA	6/21/2007	2,655,975	3/12/2012	2,655,975	ISSUED
JAPAN	P07476JP00	DCA	6/21/2007	2009-518169	3/30/2012	4961018	ISSUED
MEXICO	P07476MX00	DCA	6/21/2007	MX/a/2008/016401	12/15/2011	293867	ISSUED
WIPO	P07476WO00	CEQ	6/21/2007	PCT/US07/14512			NAT PHASE
UNITED STATES	P07476US01	CON	7/1/2009	12/495,999	5/15/2012	8,177,419	ISSUED

BALE SUPPORT AND CUTTER

Inventors: NEIER, BENJAMIN R.

UNITED STATES	P01469USONEIER	NEW	8/23/1991	748,836	9/7/1993	5,242,121	ABANDONED
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COMBINED HAY PROCESSOR AND FEED MIXER

Inventors: NEIER, BENJAMIN R.

UNITED STATES	P01685USONEIER	NEW	2/8/1991	07/652,564	9/1/1992	5,143,310	EXPIRED
NEW ZEALAND	P01685NZ0652564	CEQ	1/21/1992	241349	11/21/1994	241349	EXPIRED
AUSTRALIA	P01685AU0652564	CEQ	1/22/1992	10382/92	5/27/1994	646134	EXPIRED
GERMANY	P01685DE0652564	DCA	1/22/1992	92300533.4	9/11/1996	69213494.8	EXPIRED
DENMARK	P01685DK0652564	DCA	1/22/1992	92300533.4	9/11/1996	0498543	EXPIRED
EUROPEAN PATENT CON	P01685EPO	CEQ	1/22/1992	92300533.4	9/11/1996	0498543	NAT PHASE
UNITED KINGDOM	P01685GB0652564	DCA	1/22/1992	92300533.4	9/11/1996	0498543	EXPIRED
ISRAEL	P01685IL0652564	CEQ	1/22/1992	100736	9/19/1996	100736	EXPIRED
NETHERLANDS	P01685NL0652564	DCA	1/22/1992	92300533.4	9/11/1996	0498543	EXPIRED
CANADA	P01685CA0652564	CEQ	1/23/1992	2059911-1	8/15/2000	2,059,911	EXPIRED
MEXICO	P01685MX0652564	CEQ	1/24/1992	92-00312	7/26/1994	175424	EXPIRED
EGYPT	P01685EG0652564	CEQ	2/5/1992	75/92	10/31/1998	20329	EXPIRED
JAPAN	P01685JP0652564	CEQ	2/6/1992	56390/92	8/9/2002	3,336,506	EXPIRED
INDONESIA	P01685ID0	CEQ	2/7/1992	P-002251			ABANDONED

FEED MIXER HAVING THIRD AUGER

Inventors: NEIER, BENJAMIN R.

UNITED STATES	P03574US0-NEIER	NEW	9/21/1998	09/157,459	3/20/2001	6,203,185	ISSUED
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FEED MIXER WITH DOUBLE FLIGHT CHOPPER AUGER

Inventors: NEIER, BENJAMIN R.

UNITED STATES	P03560USONEIER	NEW	9/21/1998	09/157,462	12/28/1999	6,007,008	ISSUED
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FEED MIXER WITH TWO SETS OF MIXING MEMBERS

Inventors: Reimer, Gregory R.; NEIER, BENJAMIN R.

UNITED STATES	P05372US0	NEW					ABANDONED
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COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS
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FLUENT AND NONFLUENT MATERIAL MIXER

Inventors: NEIER, BENJAMIN R.

UNITED STATES	P01467US0	NEW	9/8/1986	904,658	7/12/1988	4,756,626	EXPIRED
UNITED STATES	P01467US1NEIER	DIV	6/5/1987	58,384	5/3/1988	4,741,625	EXPIRED
CANADA	P01467CA0	CEQ	3/28/1988	562717-6	6/25/1991	1285271	EXPIRED
AUSTRALIA	P01467AU0	CEQ	4/26/1988	15141/88	5/11/1992	617994	EXPIRED
AUSTRALIA	P01467AU1	DIV	8/30/1991	83520/91			ABANDONED

HAY CHOPPER AND MIXER

Inventors: NEIER, BENJAMIN R.

UNITED STATES	P04750US0	NEW					ABANDONED
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HAY CUTTER WITH FORK LIFT AND METHOD OF USING SAME

Inventors: NEIER, BENJAMIN R.

UNITED STATES	P00155US0NEIER	NEW	12/12/1994	08/353,704	8/13/1996	5,544,822	ABANDONED
CANADA	P00155CA0353704	CEQ	11/27/1995	2163817			ABANDONED

HORIZONTAL MIXER FOR PROCESSING HAY BALES

Inventors: NEIER, ROD

UNITED STATES	P05560US0	NEW	6/21/2002	60/390,736			EXPIRED
UNITED STATES	P05560US01NEIER	FCA	6/11/2003	10/459,357	8/2/2005	6,923,393	ISSUED

LIVESTOCK FEED MIXER

Inventors: NEIER, BENJAMIN R.

GERMANY	P00347DE0	CEQ					ABANDONED
DENMARK	P00347DK0	CEQ					ABANDONED
SPAIN	P00347ES0	CEQ					ABANDONED
NETHERLANDS	P00347NL0	CEQ					ABANDONED
UNITED STATES	P00347US0 NEIER	NEW	6/9/1994	08/257,642	10/31/1995	5,462,354	ISSUED
EUROPEAN PATENT CON	P00347EP0257642	CEQ	6/8/1995	95923002.0			ABANDONED
WIPO	P00347WO0	CEQ	6/8/1995	PCT/US95/07261			NAT PHASE

MATERIAL MIXER WITH MULTI-FLIGHTED AUGER

Inventors: NEIER, RODNEY R.; BUTCHER, ALLIN L.; Groening, Ross M.; COOKSEY, MARK T.; PRICE, CONWAY B.; Shafer, James E.

UNITED STATES	P09353US01	CON					PROPOSED
UNITED STATES	P09353US00	NEW	11/24/2009	12/624,748			PUBLISHED
AUSTRALIA	P09353AU00	DCA	11/23/2010	2010324874			PENDING
CANADA	P09353CA00	DCA	11/23/2010	2,781,412			PENDING
JAPAN	P09353JP00	DCA	11/23/2010	PCT/US10/57721			PENDING
MEXICO	P09353MX00	DCA	11/23/2010	MX/a/2012/005925			PENDING
WIPO	P09353WO00	CEQ	11/23/2010	PCT/US10/57721			NAT PHASE

MATERIAL SPREADER AND METHOD FOR USING SAME

Inventors: NEIER, BENJAMIN R.; NEIER, RODNEY R.; Reimer, Gregory R.; Brouwer, David J.; Prouty, Luke D.; Rheingans, Elizabeth B.; Schultz, Jeff A.; Schwiderski, Jason M.; Springman, Barbara M.; Waltz, Jeremy J.; Gelhar, David J.; Wald, Kevin R.; Osman, Todd E.; Shafer, James E.

UNITED STATES	P06057US00NEIER	NEW	9/29/2003	10/673,625	2/6/2007	7,172,137	ISSUED
CANADA	P06057CA0	CEQ	9/24/2004	2,482,354	6/17/2008	2,482,354	ISSUED
AUSTRALIA	P06057AU0	CEQ	9/28/2004	2004216577	4/5/2007	2004216577	ISSUED

COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS
<i>MATERIAL SPREADER AND METHOD FOR USING SAME continued . . .</i>							
JAPAN	P06057JP00	CEQ	9/28/2004	2004-281455	4/11/2008	4109235	ISSUED
MEXICO	P06057MX0	CEQ	9/28/2004	PA/a/2004/009438	1/8/2008	253139	ISSUED
UNITED STATES	P06057US01	CIP	9/12/2005	11/224,174	3/20/2007	7,191,965	ISSUED
JAPAN	P06057JP01	CEQ	9/11/2006	2006-246076			ABANDONED
MEXICO	P06057MX01	CEQ	9/11/2006	PA/a/2006/010423	10/6/2010	279764	ISSUED
AUSTRALIA	P06057AU01	CEQ	9/12/2006	2006213917	9/11/2008	2006213917	ISSUED
CANADA	P06057CA01	CEQ	9/12/2006	2,559,529	8/17/2010	2,559,529	ISSUED

MIXER FOR FLUENT AND NONFLUENT MATERIAL

Inventors: NEIER, BENJAMIN R.; STIRLING, DONALD L.

UNITED STATES	P01468US0	NEW	3/30/1984	595,264	3/26/1985	4,506,990	EXPIRED
UNITED STATES	P01468US1NEIER	CIP	1/17/1985	692,217	7/11/1986	4,597,672	EXPIRED
CANADA	P01468CA1	CEQ	3/21/1985	477194-0	1/24/1989	1249262	EXPIRED

SELF-LOADING AUGER

Inventors: NEIER, BENJAMIN R.

UNITED STATES	P01654US0NEIER	NEW	8/15/1996	08/698,025	3/31/1998	5,732,892	ISSUED
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SELF-PROPELLED MATERIAL MIXER

Inventors: NEIER, BENJAMIN R.; WALDRON, DENNIS W.

UNITED STATES	P02119US0NEIER	NEW	9/6/1996	08/706,655	7/21/1998	5,782,559	ISSUED
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TRUCK MOUNTED WORK IMPLEMENT

Inventors: MADGWICK, KENNETH B; FRIESEN, RANDALL M.

UNITED STATES	P05336US0MADGWIC	NEW	5/13/1995	388,155	9/24/1996	5,558,169	ISSUED
UNITED STATES	P05336US1MADGWIC	CON	7/5/1996	675,859	9/2/1997	5,662,176	ISSUED

VERTICAL MIXER WITH DEFLECTORS

Inventors: NEIER, RODNEY R.; BUTCHER, ALLIN L.; Groening, Ross M.; PRICE, CONWAY B.

UNITED STATES	P08156US00	NEW	1/29/2008	12/021,603			PUBLISHED
MEXICO	P08156MX00	CEQ	1/27/2009	MX/a/2009/001068			PENDING
CANADA	P08156CA00	CEQ	1/28/2009	2,651,386	10/11/2011	2,651,386	ISSUED

END OF REPORT

TOTAL ITEMS SELECTED = 71

Roto-Mix, LLC

Trademark Report by Mark

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
ROTO-DIG							
UNITED STATES	T53419US0	8/15/2001	78/079,344	12/24/2002	2,667,338	ABANDONED	
ROTO-HAY PROCESSOR							
UNITED STATES	T02274US0	1/4/1993	74/345,181	8/24/1993	1,789,136	REGISTERED	07
ROTO-MIX							
AUSTRALIA	T02276AU0	2/3/1993	595099	7/19/1995	B595099	REGISTERED	7
BRAZIL	T02276BR0	2/6/1995	818315822	3/11/1997	818315822	REGISTERED	7
CANADA	T02276CA0	1/29/1993	721665	7/1/1994	429974	REGISTERED	7
CHINA	T02276CN0	4/24/1993	93029458	9/6/1994	704518	REGISTERED	7
JAPAN	T02276JP0	2/2/1993	8635/93	3/29/1996	3129354	REGISTERED	7
MEXICO	T02276MX0	3/15/1993	162955			ABANDONED	7
NEW ZEALAND	T02276NZ0	2/10/1993	224764	8/7/1996	224764	REGISTERED	7
UNITED STATES	T02276US0	5/16/1985	537,990	10/29/1985	1,367,339	REGISTERED	07
ROTO-MIXER							
UNITED STATES	T02273US0	12/21/1992	74/342,502	1/25/1994	1,818,362	ABANDONED	07
ROTO-MIXER & DESIGN (O'S)							
UNITED STATES	T02303US0	12/21/1992	74/342,501	8/9/1994	1,848,994	ABANDONED	07
ROTO-MIXER & DESIGN (TRIANGLE W/COLOR)							
UNITED STATES	T02303US1	12/21/1992	74/342,503	9/13/1994	1,854,031	ABANDONED	07
ROTO-SPREAD							
UNITED STATES	T54741US00	10/31/2005	78/743,401	4/3/2007	3,224,384	REGISTERED	007
END OF REPORT						TOTAL ITEMS SELECTED =	
						14	

EXHIBIT A
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY BANK IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT, DATED AS OF OCTOBER 9, 2012 (AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED, THE "AGREEMENT"), EXECUTED BY ROTO-MIX, LLC, A KANSAS LIMITED LIABILITY COMPANY ("PLEDGOR") IN FAVOR OF KEYBANK NATIONAL ASSOCIATION ("BANK"), BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF BANK CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND IS CONTINUING AND THAT BANK HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL (AS DEFINED BELOW) AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT

KEYBANK NATIONAL ASSOCIATION

By: _____
Name:
Date:

ASSIGNMENT

WHEREAS, ROTO-MIX, LLC, a Kansas limited liability company ("Pledgor") is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated as of October 9, 2012 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement") in favor of KEYBANK NATIONAL ASSOCIATION ("Bank"), pursuant to which Pledgor has granted to Bank a security interest in and contingent assignment of the Collateral as security for the Debt, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement; and

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and

assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Bank, its successors, transferees and assigns, all of its existing and future (a) patents, patent registrations, patent applications, patent licenses, technology licenses, trade secrets, knowhow, trademarks, trade registrations, trademark applications, trademark licenses, trade names, service marks, domain names, copyright registrations and copyright licenses, whether federal or state; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) goodwill associated with any of the foregoing; (e) royalties arising from the foregoing; and (f) proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is registered in the United States Patent and Trademark Office in Washington, D.C. or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon the certification of an authorized officer of Bank, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred and is continuing, and (b) Bank has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer as of October __, 2012.

ROTO-MIX, LLC

By: _____

Name:

Title:

[Signature Page to Roto-Mix, LLC IP Assignment]

TRADEMARK
REEL: 004879 FRAME: 0888

SCHEDULE 1 TO EXHIBIT A

Patents

Trademarks

Copyrights