

TRADEMARK ASSIGNMENT


Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Update previously filed Security Agreement to include after acquired trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Henderson Products, Inc.		10/12/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Privatebank and Trust Company		
Street Address:	1401 S. Brentwood Blvd.		
Internal Address:	2nd Floor		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63144		
Entity Type:	Banking Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3859653	HENDERSON	
Registration Number:	3841114	HENDERSON	
CORRESPONDENCE DATA			
Fax Number:	3148548660		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314-854-8748		
Email:	met@carmodymacdonald.com		
Correspondent Name:	Meg Thomas		
Address Line 1:	120 South Central Avenue		
Address Line 2:	Suite 1800		
Address Line 4:	Clayton, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	11691.2		
NAME OF SUBMITTER:	Meg Thomas		

Signature:	/Meg Thomas/
Date:	10/12/2012
Total Attachments: 11 source=After Acquired IP - Security Agreement (990387)#page1.tif source=After Acquired IP - Security Agreement (990387)#page2.tif source=After Acquired IP - Security Agreement (990387)#page3.tif source=After Acquired IP - Security Agreement (990387)#page4.tif source=After Acquired IP - Security Agreement (990387)#page5.tif source=After Acquired IP - Security Agreement (990387)#page6.tif source=After Acquired IP - Security Agreement (990387)#page7.tif source=After Acquired IP - Security Agreement (990387)#page8.tif source=After Acquired IP - Security Agreement (990387)#page9.tif source=After Acquired IP - Security Agreement (990387)#page10.tif source=After Acquired IP - Security Agreement (990387)#page11.tif	

SCHEDULE 1

Trademark Collateral

US TRADEMARK REGISTRATION/SERIAL NO.	DESCRIPTION	RENEWAL/APPLICATION DATE
2327172	MUNIBODY	09/02/2009 (RENEWED)
2358139	SNOWFOE	09/29/2009 (RENEWED)
3802495	BLACKBELT	10/008/2009
3844103	FIRST RESPONSE	10/08/2009
3859653	HENDERSON	01/29/2010
3841114		01/29/2010

Unregistered Trademarks:

THE DEPENDABLE ONES

SCCHEDULE 2

Patent Collateral

US PATENT NO.	DESCRIPTION	RENEWAL DATE
#6,073,371	Snowplow assembly with adjustable-bias trip mechanism (Adjustable Comp. Spring for RSP)	12/13/2011 Renewed, no future renewals
#6,123,276	Interlock system for spreader bodies (Safety Interlock for Auger V-box)	03/26/2012 Renewed, no future renewals
#6,394,735	Combination dump and spreader apparatus (Muni - #1)	11/28/2013
#6,585,472	Combination dump and spreader apparatus (Muni - #2)	01/01/2015
#6,761,525	Combination dump and spreader apparatus (Muni - #3 cover on tailgate portion of conveyor)	01/13/2016
#6,895,698	Plow assembly with adjustable trip mechanism (Adjustable Trip Edge - #1)	11/24/2012
#6,945,482	Combination dump and spreader apparatus (Muni - #4 - front cross conveyor & chutes)	03/20/2013
#6,976,740	Ball screw hoist system for vehicle	06/20/2013
#7,263,789	Plow assembly with adjustable trip mechanism	03/04/2015
#7,370,818	Apparatus for treatment of snow and ice	11/13/2015
#7,530,777	Vehicle with safety interlock (TGS)	11/12/2012
#7,934,594	Conveyor System for Vehicle	
#7,913,931	Combination Dump and Spreader Apparatus	

Unregistered Patents:

U.S. Patent Application 12/061,387 (2008/0203187): Apparatus for Treatment of Snow and Ice (FRS / First Response System)

This patent is part of an earlier patent application which was split into multiple design elements by the patent examiner. A response to a Non-Final Office Action has been entered and forwarded to Examiner.

U.S. Patent Application 61/549,504: "High Throughput Brine Generating System"

Direct Cast 13/018,027: The Precision Placement Material Spreader was converted to Direct Cast and the Direct Cast Patent Application was filed August 4, 2011.

Smart Link 13/562,053

Flat Floor Muni 13/018,250

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 3, 2009, by HENDERSON PRODUCTS, INC., a Delaware corporation (the "Grantor"), in favor of THE PRIVATEBANK AND TRUST COMPANY, as Administrative Agent (herein, together with its successors and assigns in such capacity, the "Administrative Agent") for the benefit of itself and the Lenders (as defined below).

RECITALS

A. The Grantor has entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the financial institutions that are or may from time to time become parties thereto (together with their respective successors and assigns, the "Lenders") and the Administrative Agent, pursuant to which the Lenders have agreed to make loans to, and issue letters of credit for the account of, Grantor.

B Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Administrative Agent this Agreement.

C Pursuant to the terms of the Loan Agreement, Grantor has granted to the Administrative Agent for itself and the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the 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 the Borrower under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Administrative Agent for itself and the Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, 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;
- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any 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 listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

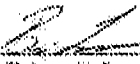
- (4) each patent and patent application, including without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any 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 license under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest and Lien is granted in conjunction with the security interests and Liens granted to the Administrative Agent for itself and the Lenders pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

HENDERSON PRODUCTS, INC.,
a Delaware corporation

By: 
Name: Brian A. Lovett
Title: Executive Vice President

Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY,
as Administrative Agent

By: _____
Name: Ed Dehner
Title: Managing Director

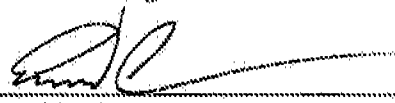
The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

HENDERSON PRODUCTS, INC.,
a Delaware corporation

By: _____
Name: Brian A. Lovett
Title: Executive Vice President

Acknowledged:

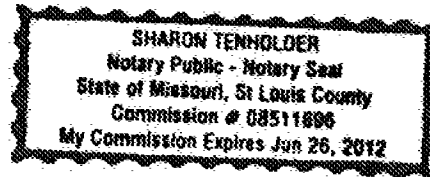
THE PRIVATEBANK AND TRUST COMPANY,
as Administrative Agent

By:  _____
Name: Ed Dehner
Title: Managing Director

State of Missouri)
County of St. Louis) ss

On this 1 day of December, 2009, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument, and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Sharon Tenholder
Notary Public



SCHEDULE 1

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2327172	MUNIBODY	09/02/2009 (RENEWED)
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77/844,306	BLACKBELT	10/08/2009
77/844,383	FIRST RESPONSE	10/08/2009

Unregistered Trademarks: HENDERSON

THE DEPENDABLE ONES



SCHEDULE 2

Patent Collateral

US PATENT NO.	DESCRIPTION	RENEWAL DATE
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#6,585,472	Combination dump and spreader apparatus (Muni - #2)	01/01/2011
#6,761,525	Combination dump and spreader apparatus (Muni - #3 -- cover on tailgate portion of conveyor)	01/13/2012
#6,874,582	Plow hitch for vehicle (flat plate hitch)	10/05/2012
#6,895,698	Plow assembly with adjustable trip mechanism (Adjustable Trip Edge - #1)	11/24/2012
#6,945,482	Combination dump and spreader apparatus (Muni - #4 -- front cross conveyor & chutes)	03/20/2013
#6,976,740	Ball screw hoist system for vehicle	06/20/2013
#7,263,789	Plow assembly with adjustable trip mechanism	03/04/2011
#7,370,818	Apparatus for treatment of snow and ice	11/13/2011
#7,530,777	Vehicle with safety interlock (TGS)	11/12/2012

Unregistered Patents: HMI has the following patent activities in process:

U.S. Patent Application 12/390,967 (2009/0269183): Conveyor System for Vehicle (BlackBelt)

HMI has submitted a patent application during the first quarter of 2009 for several unique design aspects of this product. HMI is waiting for an office action from the US Patent & Trademark Office on this application. (REF: U.S. Patent Application 12/390,967: Conveyor System for Vehicle)

U.S. Patent Application 11/153,971 (2005/0231021): Combination Dump and Spreader Apparatus (MUNIBODY)

This patent is part of an earlier patent application which was split into multiple design elements by the patent examiner. A Final Office Action has been issued, and a response is due from our patent attorney

U.S. Patent Application 12/061,387 (2008/0203187): Apparatus for Treatment of Snow and Ice (FRS / First Response System)

This patent is part of an earlier patent application which was split into multiple design elements by the patent examiner. A response to a Non-Final Office Action has been entered and forwarded to Examiner.

Precision Placement Material Spreader: HMI has had a new product development activity during 2009 and expects to file for a patent before year-end. This project has proceeded well and the general design has been finalized. Additional mousing application specific details are now underway and a few units will be put into service for the 2009/2010 winter season.