

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1


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|---|---|-----------------------|-----------------------|
| 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: | Eagle Fund II, L.P. | | |
| Street Address: | 101 South Hanley Road | | |
| Internal Address: | Suite 1250 | | |
| City: | St. Louis | | |
| State/Country: | MISSOURI | | |
| Postal Code: | 63105 | | |
| Entity Type: | LIMITED PARTNERSHIP: MISSOURI | | |
| 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 | | |

OP \$65.00 3859653

| | |
|---|--------------|
| Signature: | /Meg Thomas/ |
| Date: | 10/12/2012 |
| Total Attachments: 12 source=After Acquired IP - Security Agreement (990385)#page1.tif source=After Acquired IP - Security Agreement (990385)#page2.tif source=After Acquired IP - Security Agreement (990385)#page3.tif source=After Acquired IP - Security Agreement (990385)#page4.tif source=After Acquired IP - Security Agreement (990385)#page5.tif source=After Acquired IP - Security Agreement (990385)#page6.tif source=After Acquired IP - Security Agreement (990385)#page7.tif source=After Acquired IP - Security Agreement (990385)#page8.tif source=After Acquired IP - Security Agreement (990385)#page9.tif source=After Acquired IP - Security Agreement (990385)#page10.tif source=After Acquired IP - Security Agreement (990385)#page11.tif source=After Acquired IP - Security Agreement (990385)#page12.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 | 10/08/2009 |
| 3844103 | FIRST RESPONSE | 10/08/2009 |
| 3859653 | HENDERSON | 01/29/2010 |
| 3841114 |  | 01/29/2010 |

Unregistered Trademarks:

THE DEPENDABLE ONES

SCHEDULE 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

THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF DECEMBER 3, 2009 AMONG HENDERSON PRODUCTS, INC. (THE "COMPANY"), EAGLE FUND II, L.P. (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE "SUBORDINATED LENDER"), AND THE PRIVATEBANK AND TRUST COMPANY (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE "SENIOR AGENT"), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE COMPANY PURSUANT TO THAT CERTAIN LOAN AND SECURITY AGREEMENT DATED AS OF DECEMBER 3, 2009, BETWEEN THE COMPANY AND THE SENIOR AGENT AND THE LENDERS FROM TIME TO TIME PARTY THERETO, AND THE OTHER LOAN DOCUMENTS (AS DEFINED IN THE CREDIT AGREEMENT) AS SUCH CREDIT AGREEMENT AND OTHER LOAN DOCUMENTS MAY BE AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS THEREUNDER AS CONTEMPLATED BY THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

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 EAGLE FUND II, L.P., a Missouri limited partnership (the "Purchaser").

RECITALS

A. The Grantor has entered into a Note Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement") with the Purchaser, pursuant to which the Purchaser agreed to purchase the Senior Secured Subordinated Note of Grantor.

B Pursuant to the Note Purchase Agreement, the Grantor is required to execute and deliver to the Purchaser this Agreement.

C Pursuant to the terms of the Note Purchase Agreement, Grantor has granted to the Purchaser, 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 Obligors under the Note Purchase Agreement.

In consideration of the mutual agreements set forth herein and in the Note Purchase Agreement, the Grantor does hereby grant to the Purchaser 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**").

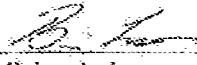
This security interest and Lien is granted in conjunction with the security interests and Liens granted to the Purchaser pursuant to the Note Purchase Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Purchaser with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Note Purchase 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 Note Purchase Agreement.

This Agreement, and the rights and remedies of Purchaser hereunder, are subject to and subordinated to the rights and remedies of The Private Bank (the "**Senior Lender**"), to the extent and in the manner described in the Subordination Agreement dated as of the date hereof by and among the Senior Lender and Purchaser (as may be amended, restated or modified from time to time, the "**Subordination 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:

EAGLE FUND II, L.P.
By Eagle Fund II Partners, L.L.C., its General Partner

By: _____
Name: Matthew J. Koster
Title: Principal

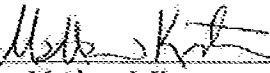
The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

HENDERSON PRODUCTS, INC.,
a Delaware corporation

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

Acknowledged:

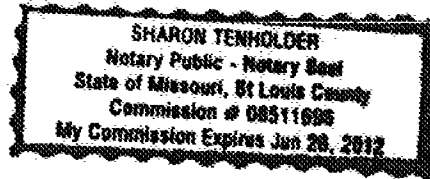
EAGLE FUND II, L.P.
By Eagle Fund II Partners, L.L.C., its General Partner

By:  _____
Name: Matthew J. Koster
Title: Principal

State of Missouri)
County of St. Louis) ss

On this 2 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

Trademark Collateral

| US TRADEMARK REGISTRATION/SERIAL NO. | DESCRIPTION | RENEWAL/APPLICATION DATE |
|--|----------------|-----------------------------|
| 2327172 | MUNIBODY | 09/02/2009 (RENEWED) |
| 2358139 | SNOWFOE | 09/29/2009 (RENEWED) |
| 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 |
|---------------|---|--------------|
| #6,073,373 | Snowplow assembly with adjustable-bias trip mechanism (Adjustable Comp. Spring for RSP) | 12/15/2011 |
| #6,123,276 | Interlock system for spreader bodies (Safety Interlock for Auger V-box) | 03/26/2012 |
| #6,394,735 | Combination dump and spreader apparatus (Muni - #1) | 11/28/2013 |
| #6,585,472 | Combination dump and spreader apparatus (Muni - #2) | 01/01/2011 |
| #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 (FGS) | 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 mounting application specific details are now underway and a few units will be put into service for the 2009/2010 winter season.