

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
TSI Incorporated		06/20/2012	CORPORATION: MINNESOTA
Environmental Systems Corporation		06/20/2012	CORPORATION: TENNESSEE
Dickey-John Corporation		06/20/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	249 Fifth Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 62

Property Type	Number	Word Mark
Registration Number:	1717733	AIRGARD
Registration Number:	1232587	VELOMETER
Registration Number:	2429508	P-TRAK
Registration Number:	1692726	LIQUITRAK
Registration Number:	1692727	CERTIFIER
Registration Number:	3651680	TSI
Registration Number:	3651684	TSI TRUST. SCIENCE. INNOVATION.
Registration Number:	3968345	TSI AIRFLOW
Registration Number:	3668528	AEROTRAK
Registration Number:	4099680	VELOCICHECK
Registration Number:	1363060	COMPUFLOW
Registration Number:	1035246	VELOMETER JR.

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Registration Number:	1796909	ACCUBALANCE
Registration Number:	1273405	BALOMETER
Registration Number:	2233548	AEROSOL INSTRUMENT MANAGER
Registration Number:	1698818	AERODYNAMIC PARTICLE SIZER
Registration Number:	1408297	TSI
Registration Number:	1530707	VELOCICALC
Registration Number:	1565713	PORTACOUNT
Registration Number:	1150254	MODEL 919
Registration Number:	1132135	MOTOMCO
Registration Number:	1024575	
Registration Number:	1201875	INSTALAB 800
Registration Number:	1284152	GAC III
Registration Number:	1029978	DICKEY-JOHN
Registration Number:	1022564	MULTI-GRAIN
Registration Number:	919771	FIRST IN AGRIONICS
Registration Number:	1284153	GAC II
Registration Number:	923503	DICKEY-JOHN
Registration Number:	1038741	DICKEY-JOHN
Registration Number:	2913919	CONTROLKING
Registration Number:	3674257	VIGILENSE
Registration Number:	2426153	SEED
Registration Number:	2921749	FIELDGUIDE
Registration Number:	2877556	GAC
Registration Number:	1385852	INSTALAB
Registration Number:	2231208	SEED SMART
Registration Number:	3476260	INTELLIAG
Registration Number:	2741906	LT CONTROL
Registration Number:	3058269	ISPEED
Registration Number:	2219689	SEED MANAGER
Registration Number:	3460561	FROST JET
Registration Number:	3010662	M-3G
Registration Number:	2231209	
Registration Number:	2183560	CONTROL POINT
Registration Number:	2118373	LAND MANAGER
Registration Number:	1625816	TRI-GRAIN

	1645072	HARVEST HAND
Registration Number:	1660318	HARVEST HAND
Registration Number:	1638218	
Registration Number:	3010663	M-20P
Registration Number:	3163436	STACKVISION
Registration Number:	3320903	CEMSCAPE
Registration Number:	3521884	EKNOW
Registration Number:	3533779	SAFE PASSAGE PROGRAM
Registration Number:	3524847	ESC FLEETVISION
Registration Number:	3929803	CIMVISION
Registration Number:	3929804	ESC REMOTE HOSTING
Registration Number:	3258279	ESC
Registration Number:	3258278	ESC
Registration Number:	3258280	ESC
Registration Number:	0832183	ALNOR

CORRESPONDENCE DATA

Fax Number: 4125621041
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 412-562-1637
Email: vicki.cremonese@bipc.com
Correspondent Name: Michael L. Dever
Address Line 1: 301 Grant Street
Address Line 2: 20th Floor
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0011046-302108
NAME OF SUBMITTER:	Michael L. Dever
Signature:	/Michael L. Dever/
Date:	10/22/2012

Total Attachments: 21
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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the "**Agreement**"), dated as of June 20, 2012 is entered into by and among **EACH OF THE PERSONS LISTED ON THE SIGNATURE PAGES HERETO AND EACH OF THE OTHER PERSONS WHICH BECOME PLEDGORS HEREUNDER FROM TIME TO TIME** (each a "**Pledgor**" and collectively, the "**Pledgors**") and **PNC BANK, NATIONAL ASSOCIATION**, as administrative agent for the Lenders referred to below (the "**Administrative Agent**").

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "**Credit Agreement**") of even date herewith by and among TSI Incorporated (the "**Borrower**"), the Guarantors a party thereto (the "**Guarantors**"), the Lenders a party thereto (the "**Lenders**") and the Administrative Agent, the Administrative Agent and the Lenders have agreed to provide certain loans to the Borrower, and the Pledgors have agreed, among other things, to grant a security interest to the Administrative Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in Minnesota as amended from time to time (the "**Code**").

(b) "**Patents, Trademarks and Copyrights**" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by each Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "**Secured Obligations**" shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of each and every Pledgor to the Administrative Agent, the Lenders, any Rate Protection Provider or any provider of any Other Lender Provided Financial Service Product under the Credit Agreement or any of the other Loan

Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every of the Pledgors to the Administrative Agent, the Lenders, any Rate Protection or any provider of any Other Lender Provided Financial Service Product, now existing or hereafter incurred under the Credit Agreement or the Notes or the Guaranty Agreement or any of the other Loan Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Borrower or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of each and every Pledgor with respect to any one or more Letters of Credit issued by Administrative Agent or any Lender; (iii) all indebtedness, loans, obligations, expenses and liabilities of each and every of the Pledgors to the Administrative Agent or any of the Lenders, Rate Protection Obligations or of any obligations incurred in connection with any Other Lender Provided Financial Service Product provided by the Administrative Agent or such Lenders pursuant to the Credit Agreement; and (iv) any sums advanced by the Administrative Agent or the Lenders or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, or any other Loan Documents or pursuant to any other document or instrument at any time delivered to the Administrative Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Debt.

2. To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants and conveys a security interest to the Administrative Agent, for itself and the benefit of the Lenders and their respective affiliates, in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor jointly and severally represents and warrants, and covenants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the material Patents, Trademarks and Copyrights is valid and enforceable, except as would not have a material adverse effect on the Pledgor's business as currently operated;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, except for Permitted Liens and licenses or use rights granted to third persons, and subject to liens, charges and encumbrances which would not have a material adverse effect on the Pledgor's business as currently operated;

(d) such Pledgor has the corporate, limited liability company or partnership power and authority, as applicable, to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party, except for claims that if true would not have a material adverse effect on the Pledgor's business as currently operated;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;

(g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 11 hereof;

(h) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice the Administrative Agent;

(i) such Pledgor will not change its name without providing thirty (30) days prior written notice to the Administrative Agent; and

(j) such Pledgor shall preserve its existence as a corporation, partnership or a limited liability company, as applicable, and except as permitted by the Credit Agreement, shall not (1) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (2) sell all or substantially all of its assets.

4. Each of the obligations and additional liabilities of each and every Pledgor under this Agreement are joint and several with the obligations of the other Pledgors, and each Pledgor hereby waives to the fullest extent permitted by Law any defense it may otherwise have to the payment and performance of the Obligations that its liability hereunder is limited and not joint and several. Each Pledgor acknowledges and agrees that the foregoing waiver serves as a material inducement to the agreement of the Administrative Agent and the Lenders to make the Loans, and that the Administrative Agent and the Lenders are relying on such waiver in entering into this Agreement. The undertakings of each Pledgor hereunder secure the obligations of the Borrower, itself and the other Pledgors. The Administrative Agent and the Lenders, or any of them, may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Administrative

Agent and the Lenders, or any of them, shall not be a defense to any action the Administrative Agent and the Lenders, or any of them, may elect to take against any Pledgor. Each of the Lenders and the Administrative Agent hereby reserves all rights against each Pledgor.

5. Each Pledgor agrees that, until all of the Secured Obligations shall have been indefeasibly paid in full, all Commitments have been terminated and all Letters of Credit, Rate Protection Obligations and any Other Lender Provided Financial Service Products have expired or been terminated, it will not enter into any agreement (for example, a license agreement) which is in conflict with such Pledgor's obligations under this Agreement, without the Administrative Agent's prior written consent which shall not be unreasonably conditioned, delayed or withheld except such Pledgor may license technology in the ordinary course of business without the Administrative Agent's consent.

6. If, before the Secured Obligations shall have been Paid In Full and all Commitments have been terminated and all Letters of Credit, Rate Protection Obligations and any Other Lender Provided Financial Service Products have expired or been terminated, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto. Each Pledgor and the Administrative Agent agree to modify this Agreement by amending Schedule A hereto to include any future patents, patent applications, registered trademarks, or registered copyrights, and the provisions of this Agreement shall apply thereto. Such updates and the amendment of Schedule A hereto shall occur (i) on an annual basis at the time of delivery of the Borrower's audited financial statements and related Compliance Certificate pursuant to Sections 8.3.2 and 8.3.3 of the Credit Agreement, and (ii) at the time any Loan Party consummates a Permitted Acquisition.

7. Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Administrative Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Administrative Agent shall designate by notice to the Pledgors, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Administrative Agent, in its sole discretion, shall determine. Any remainder of the proceeds after Payment in Full of the Secured Obligations shall be paid over to Pledgors. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgors at least

ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Administrative Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

8. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

9. At such time as all of the Secured Obligations shall have been Paid In Full and all Commitments shall have been terminated and all Letters of Credit, Rate Protection Obligations and any Other Lender Provided Financial Service Products have expired or been terminated, this Agreement shall terminate and the Administrative Agent shall execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by Administrative Agent in connection with the preparation of this Agreement 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, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors within fifteen (15) days of demand by Administrative Agent, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

11. Each Pledgor shall have the duty to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Secured Obligations shall have been indefeasibly paid in full and the Commitments shall have terminated, and the Letters of Credit, Rate Protection Obligations and any Other Lender Provided Financial Service Products have expired or been

terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including the payment of all maintenance fees, unless in the reasonable judgment of Pledgor it is commercially reasonable to discontinue payment. Any expenses incurred in connection with such an application shall be borne by the Pledgors. No Pledgor shall abandon any material Patent, Trademark or Copyright without the consent of the Administrative Agent, which shall not be unreasonably withheld.

12. Each Pledgor shall have the right to bring suit, action or other proceeding in its own name, and, with the consent of the Administrative Agent, to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Administrative Agent as a result of such suit or joinder by such Pledgor.

13. No course of dealing between any Pledgor and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, remedy, power or privilege of the Administrative Agent hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default.

14. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and not exclusive of any rights or remedies which it may otherwise have under the other Loan Documents, under the Rate Protection Agreement or any Other Lender Provided Financial Service Products or by Law, and the Administrative Agent may enforce any one or more remedies hereunder successively or concurrently at its option.

15. (a) It is the intention of the parties that this Agreement be enforceable to the fullest extent permissible under applicable Law, but that the unenforceability (or modification to conform to such Law) of any provision or provisions hereof shall not render unenforceable, or impair, the remainder hereof. If any provision in this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, be deemed amended to modify or delete, as necessary, the offending provision or provisions and to alter the bounds thereof in order to render it or them valid and enforceable to the maximum extent permitted by applicable Law, without in any manner affecting the validity or enforceability of such provision or provisions in any other jurisdiction or the remaining provisions hereof in any jurisdiction without invalidating the remaining provisions hereof.

(b) Without limitation of the preceding Subsection (a), to the extent that applicable Law (including applicable Laws pertaining to fraudulent conveyance or fraudulent or preferential transfer) otherwise would render the full amount of any Pledgor's obligations hereunder invalid, voidable, or unenforceable on account of the amount of a Pledgor's aggregate liability under this Agreement, then, notwithstanding any other provision of this Agreement to the contrary, the aggregate amount of such liability shall, without any further action by the Administrative Agent or any of the Lenders or such Pledgor or any other Person, be automatically limited and reduced to the highest amount which is valid and enforceable as determined in such action or proceeding, which (without limiting the generality of the foregoing) may be an amount which is equal to the greater of:

(i) the fair consideration actually received by such Pledgor under the terms and as a result of the Loan Documents and the Rate Protection Agreement or any Other Lender Provided Financial Service Products and the value of the benefits described in Paragraph 24 hereof, including (and to the extent not inconsistent with applicable federal and state laws affecting the enforceability of guaranties) distributions, commitments, and advances made to or for the benefit of such Pledgor with the proceeds of any credit extended under the Loan Documents or the Rate Protection Agreement any Other Lender Provided Financial Service Products, or

(ii) the excess of (1) the amount of the fair value of the assets of such Pledgor as of the date of this Agreement as determined in accordance with applicable federal and state laws governing determinations of the insolvency of debtors as in effect on the date hereof, over (2) the amount of all liabilities of such Pledgor as of the date of this Agreement, also as determined on the basis of applicable federal and state laws governing the insolvency of debtors as in effect on the date hereof.

(c) Notwithstanding anything to the contrary in this Section or elsewhere in this Agreement, this Agreement shall be presumptively valid and enforceable to its full extent in accordance with its terms, as if this Section (and references elsewhere in this Agreement to enforceability to the fullest extent permitted by Law) were not a part of this Agreement, and in any related litigation, the burden of proof shall be on the party asserting the invalidity or unenforceability of any provision hereof or asserting any limitation on any Pledgor's obligations hereunder as to each element of such assertion.

16. This Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to a grant of a security interest in the Patents, Trademarks and Copyrights by any Pledgor. This Agreement is subject to waiver, modification, supplement or amendment only by a writing signed by the parties, except as provided in Paragraph 6 and Paragraph 26 hereof with respect to additions and supplements to Schedule A hereto.

17. Each Pledgor hereby agrees to be bound by the provisions of Section 5.9 of the Credit Agreement and shall make all payments free and clear of Taxes as provided therein.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein, and any such purported assignment or transfer shall be null and void.

19. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of New York, without regard to its conflict of laws principles, except to the extent the validity or perfection of the security interests or the remedies hereunder in respect of any Patents, Trademarks or Copyrights are governed by the law of a jurisdiction other than the State of New York.

20. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any New York state or federal court sitting in New York County, in any action or proceeding arising out of or relating to this Agreement, and each Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding. Each Pledgor hereby appoints the process agent identified below (the "**Process Agent**") as its agent to receive on behalf of such party and its respective property service of copies of the summons and complaint and any other process which may be served in any action or proceeding. Such service may be made by mailing or delivering a copy of such process to the Pledgor in care of the Process Agent at the Process Agent's address, and each Pledgor hereby authorizes and directs the Process Agent to receive such service on its behalf. Each Pledgor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions (or any political subdivision thereof) by suit on the judgment or in any other manner provided at law. Each Pledgor further agrees that it shall, for so long as any commitment or any obligation of any Loan Party to any Lender remains outstanding, continue to retain Process Agent for the purposes set forth in this Section 20. The Process Agent is the Borrower, with an office on the date hereof as set forth in the Credit Agreement. The Process Agent hereby accepts the appointment of Process Agent by the Pledgors and agrees to act as Process Agent on behalf of the Pledgors.

21. This Agreement may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy or electronic transmission to the Administrative Agent or any Lender of the signature page hereof purporting to be signed on behalf of such Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

22. EACH PLEDGOR HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE CREDIT AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE PATENTS, TRADEMARKS AND COPYRIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW.

23. All notices, statements, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be given to the applicable party hereto at the address set forth on a Schedule 1.1(B) to, or in a Guarantor Joinder given under, the Credit Agreement and in the manner provided in Section 11.5 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement. The Administrative Agent and the Lenders may rely on any notice (whether or not made in the manner contemplated by this Agreement) purportedly made by or on behalf of any Pledgor, and the Administrative Agent and the Lenders shall have no duty to verify the identity or authority of the Person giving such notice.

24. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Administrative Agent's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which such Pledgor has appointed the Administrative Agent its attorney-in-fact, and (v) to enforce the Administrative Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

25. Each Pledgor hereby acknowledges, represents, and warrants that it receives synergistic benefits by virtue of its affiliation with the Borrower and/or the other Pledgors and that it will receive direct and indirect benefits from the financing arrangements contemplated by the Credit Agreement and that such benefits, together with the rights of contribution and subrogation that may arise in connection herewith are a reasonably equivalent exchange of value in return for providing this Agreement.

26. At any time after the initial execution and delivery of this Agreement to the Administrative Agent and the Lenders, additional Persons may become parties to this Agreement and thereby acquire the duties and rights of being Pledgors hereunder by executing and delivering to the Administrative Agent and the Lenders a Guarantor Joinder pursuant to the Credit Agreement and, in addition, a new Schedule A hereto shall be provided to the Administrative Agent with respect to such new Pledgor. No notice of the addition of any Pledgor shall be required to be given to any pre-existing Pledgor and each Pledgor hereby consents thereto.

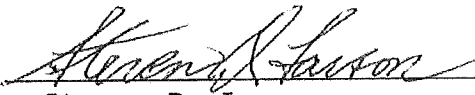
[SIGNATURES APPEAR ON FOLLOWING PAGES]

**[SIGNATURE PAGE TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]**


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

PLEDGORS:

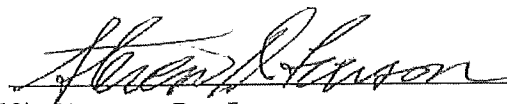
TSI INCORPORATED

By: 
Name: Steven D. Larson
Title: Treasurer

TSI FRANCE, INC.

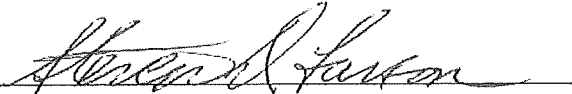
By: 
Name: Steven D. Larson
Title: Treasurer

LIBS ACQUISITION COMPANY, LLC

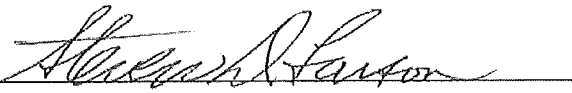
By: 
Name: Steven D. Larson
Title: Treasurer

[SIGNATURE PAGE TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]


ENVIRONMENTAL SYSTEMS CORPORATION

By: 
Name: Steven D. Larson
Title: Treasurer


DICKEY-JOHN CORPORATION

By: 
Name: Steven D. Larson
Title: Treasurer

DICKEY-JOHN INTERNATIONAL, LTD.

By: 
Name: Steven D. Larson
Title: Treasurer

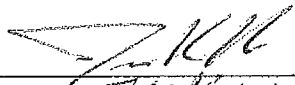
TEKRAN USA, INC.

By: 
Name: Steven D. Larson
Title: Treasurer

[SIGNATURE PAGE TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]

ADMINISTRATIVE AGENT:

PNC BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: 
Name: Todd Kustelke
Title: SVP

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS**

1. Registered Patents:

TSI/D- j	Title	Number	Issue	Filing	Inventor	Active
TSI	Interferometric Cylinder Sizing and Velocimetry Device	US5432605	7/11/1995	7/19/1993	Naqui Jensen	Active
TSI	Interferometric Device for Determining Sizes and Properties of Cylindrical Objects Based on Phase Shift Measurements	US5453837	9/26/1995	8/12/1994	Naqwi Jensen	Active
TSI	Fluid Flow Direction and Velocity Monitor	US5461910	10/31/1995	6/16/1994	Hudson Chu Buchanan Montividas	Active
TSI	Device for Interferometric Measurements with Compensation for Tilt and Position of Measured Cylindrical Objects	US5513004	4/30/1996	10/12/1994	Naqui, Jensen	Active
TSI	Fluid Flow Direction and Velocity Monitor and Temperature Compensating Circuit Therefor	US5522261	6/4/1996	11/18/1994	Grover Ulrich Montividas Chu	Active
TSI	Dry Powder dispersion System	US5522555	6/4/1996	3/1/1994	Poole	Active
TSI	Apparatus for Measuring Particle Sizes and Velocities	US5561515	10/1/1996	10/7/1994	Hairston Sem Dorman Agarwal	Active
TSI	Device and Process for Interferometric Sizing of Particles Using Spatial Filtering of Scattered Radiation	US5684587	11/4/1997	7/5/1996	Naqwi	Active
TSI	Apparatus for Determining Powder Flowability	US5847294	12/8/1998	4/9/1996	Poole	Active
TSI	Fluorescent Biological Particle Detection System	US5895922	4/20/1999	5/23/1997	Ho	Active
TSI	Apparatus for Determining Powder Flowability	US5959222	9/28/1999	4/1/1998	Poole	Active
TSI	System for Detecting Fluorescing Components in Aerosols	US5999250	11/25/2003	3/20/1998	Hairston Quant	Active
TSI	Respirator Fit-Testing With Size Selected Aerosol	US6125845	10/3/2000	8/29/1997	Halvorsen Keady	Active
TSI	Apparatus for Determining Powder Flowability	US6158293	12/12/2000	3/17/1999	Poole	Active

	Portable Systems and Methods for Delivery of Therapeutic Material to the Pulmonary System	US6158431	12/12/2000	2/13/1998	Poole	Active
TSI	Instrument for Measuring and Classifying Nanometer Aerosols	US6230572B1	5/15/2001	2/12/1999	Pui Chen Quant Sem Fissen Hummes Dorman	Active
TSI	Airflow Measurement Device	US6244144B1	6/12/2001	9/30/1998	Kowal Blond	Active
TSI	Aerosol Charge Adjusting Apparatus Employing a Corona Discharge	US6544484B1	4/8/2003	6/16/2000	Kaufman Dorman	Active
TSI	Evaporative Electrical Detector	US6568245B2	5/27/2003	3/13/2002	Kaufman	Active
TSI	Laser Diode-Excited Biological Particle Detection Systems	US6831279B2	12/14/2004	11/27/2001	Jim Ho	Active
TSI	Aerosol Charge Altering Device	US7031133B2	4/18/2006	10/15/2004	Ulrich Reibel	Active
TSI	Analysis Systems Detecting Particle Size Fluorescence	US7057712B2	6/6/2006	6/24/2003	Beck Hairston Kaufman	Active
TSI	Integrating Electrometer Amplifying Circuit	US7230431B2	6/12/2007	1/27/2004	Mirme	Active
TSI	Circumferential Slot Virtual Impactor for Concentrating Aerosols	US7261007B2	8/28/2007	11/22/2004	Haglund McFarland	Active
TSI	Air Pump for Particle Sensing Using Regenerative Fan, And Associated Methods	US6167107	12/26/2000	7/16/1999	Bates	Active
TSI	Stereo Multiplexed Holographic Particle Image Velocimeter	US5548419	8/20/1996	6/20/1994	Adrian Barnhart Papen	Active
TSI	Peak Detector	US7180335B2	2/7/2007	7/20/2005	Hill	Active
TSI	Peak Detector	GB2416595B	3/5/2008	7/27/2004	Hill	Active
TSI	Particle Counter for Liquids	GB2411002B	12/20/2006	2/11/2004	Hill	Active
TSI	Apparatus and Method for Minimizing Performance Degradation in a Laser Device	US5907575	5/25/1999	7/17/1997	Sandberg	Active
TSI	Method of Noise Cancellation in an Unpolarized Laser Instrument	US7079243B2	7/18/2006	7/16/2003	Sandberg Turchette	Active
TSI	Method for Noise Cancellation by Spectral Flattening of Laser Output in a Multi-Line Laser Instrument	US7295585B2	11/13/2007	7/16/2003	Sandberg Turchette	Active
TSI	Method and Apparatus for Achieving Polarization in a Laser Using a Dual-Mirror Mirror Mount	US6567456B1	5/20/2003	8/23/1999	Sandberg	Active
TSI	Particle Surface Treatment for Promoting Condensation	7,407,531	8/5/2008	5/9/2005	Richard C. Flagan Stanley L. Kaufman Gilmore J. Sem	Active
TSI						

	Instruments for Measuring Nanoparticle Exposure	US7812306	10/12/2010	5/23/2006	Fissan Trampe Pui Kaufman	Active
TSI						
	Apparatus and Method for Monitoring an Article Dispensing Device Such as a Seed Planter and the Like	US5635911	6/3/1997	5/11/1995	Landers, Miller, McEnaney, Holmstrom	Active
D-j						
	Apparatus and Method for Sensing a Full Level Condition for a Large Basket REceptacle or the Like	US5770865	6/23/1998	3/21/1997	Ron Steffen John Galman	Active
D-j						
	Universal Control System with Alarm History Tracking for Mobile Material Distribution Apparatus	US5801948	9/1/1998	8/22/1996	John Wood Joel Morton	Active
D-j						
	Apparatus and Method for Sensing Material Build-Up	US5819512	10/13/1998	3/20/1997	Ron Steffen Ernie Poani David Steffen	Active
D-j						
	Boom Configuration Monitoring and ControlSystem for Mobile Material Distribution Apparatus	US5884205	3/16/1999	8/22/1966	Thomas Elmore Joel Morton Ron Steffen	Active
D-j						
	Universal Modular Control System for Mobile Material Distribution Apparatus	US5897600	4/27/1999	8/22/1996	TomElmore John Wood Ron Steffen Joel Morton	Active
D-j						
	Control System for a Mobile Material Distribution Device	US5911362	6/15/1999	2/26/1997	John Wood Joel Morton	Active
D-j						
	Viscometer Module with Crystal Resonator-Type Sensor	US6141625	10/31/2000	6/4/1998	Ron Smith Mark Lovik	Active
D-j						
	Infrared Reflective Article Counting/Detecting Device	US6373057	4/16/2002	9/23/1998	Barry Penfold	Active
D-j						
	Size Segregated Aerosol Mass Concentration Measurement Device	US7,932,490	4/26/2011	8/7/2008	Wang, Agarwal, Chancellor, Evenstad	Active
TSI						
	Method and Aparatus for Continuously Determining the Inclination and Draft fo a Waterborne Floating Vessel	US5,547,327	8/20/1996	9/1/1995	Bachalo, Isakovic	Active
TSI						
TSI		US6230572B1				Active
	Analysis of Signal Oscillation Patterns	US7362421	4/22/2008	9/1/2006	Gang Pan	Active
TSI						
	Aerosol Charge Conditioner	7,796,727 B1	9/14/2010	3/25/2009	Kaufman	Active
TSI						
	Laser Diode-Excited Biological Particle Detection System	CA 2,363,853	1/13/2009		Ho	Active
TSI						
	Laser Diode-Excited Biological Particle Detection System	6,831,279	12/14/2004	11/27/2001	Ho	Active
TSI						
	Fluorescent Biological Particle Detection System	5,701,012	12/23/1997	3/19/1996	Ho	Active
TSI						
	Smart Sensor Module	US6032109	2/29/2000	10/21/1997	Ritmiller	Active
TSI						
	Transducer Assembly with Smart Connector	US6243654	6/5/2001	10/7/1998	Johnson	Active
TSI						
	Smart Remote Monitoring System and Method	6553336	4/22/2003	6/26/2000	Johnson et al	Active
TSI						
	System for Controlling Laboratories with Fume Hoods	US5764579	6/9/1998	10/1/1990	McMasters et al	Active
TSI						

Device and Method for Separating and Increasing the Concentration of Charged Particles in a Sampled Aerosol 8,192,523 6/5/2012 2/23/2009 Kaufman Kolb Holm Active

TSI

2. Patent Applications:

TSI

U.S. Applications

Application Number	Publication Number	Application Status
12/372,082	2009/0209877	Allowed
12/491,049		Pending
12/555,493	2010/0058840	Published
12/826,197		Pending
13/238,196		Pending
13/242,263	2012/0012744	Published

Non U.S. Applications

Application Number	Publication Number	Application Status
CA 2,490,201		Allowed
DE 112005000255.1	DE 112005000255	Published
DE 112006001351.3	DE 112006001351T5	Published
EP 02719348.1		Pending

DICKEY-john Corporation

Application Number	Publication Number	Application Status
US 61/584000		Pending

3. Registered Trademarks:

TSI, Incorporated

Trademarks				
Country	TRADEMARK	APP NO	REG NO	STATUS
AU	ALNOR	246851	246851	REGISTERED
US	AIRGUARD	74/206,235	1,717,733	REGISTERED
CA	ALNOR	169879	08275	REGISTERED
CA	TSI AND DESIGN	782335	476120	REGISTERED
CA	VELOMETER	518463	298610	REGISTERED
CA	TSI (NEW LOGO)	1,362,446		PENDING
CA	IAQ DETECTIVE	868912	518655	REGISTERED

Trademarks

Country	TRADEMARK	APP NO	REG NO	STATUS
CN	TSI AND DESIGN	9800004017	1313879	REGISTERED
DE	TSI	T26720/9WZ	1,161,241	REGISTERED
DE	ALNOR	A22281/WZ	899281	REGISTERED
DK	ALNOR	2656/1990	6907/91	REGISTERED
EU	TSI	008532558		PENDING
EU	BIOTRAK	10667079		PENDING
EU	TSI	008532558	008532558	REGISTERED
EU	BALOMETER	9623381		PENDING
EU	TSI AND DESIGN (opposition)	000313999	313999	REGISTERED
EU	TSI AND DESIGN	000313999	313999	REGISTERED
FI	ALNOR	1990/1771	118022	REGISTERED
FR	TSI AND DESIGN	870116	1420892	REGISTERED
FR	ALNOR	023203005	03 3 203 005	REGISTERED
FR	TSI	253292	1419425	REGISTERED
GB	ALNOR	574033	574033	REGISTERED
GB	TSI AND DESIGN	1280220	1280220	REGISTERED
IN	ALNOR	1364069	1364069	REGISTERED
IN	TSI LOGO	1364070	637541	REGISTERED
IT	ALNOR	T02003C000380		PENDING
IZ	TSI & LOGO (NEW)	a0009322	943,735	REGISTERED
JP	ALNOR	34388/71	1095713	REGISTERED
JP	TSI AND DESIGN (striped design)	61-87024	2,666,792	REGISTERED
NO	ALNOR	901731	164431	REGISTERED
SE	ALNOR	90-3119	247204	REGISTERED
SG	TSI (DIAMOND DESIGN)	T09/01608G	T0901608G	REGISTERED
US	ALNOR	72/242,308	832,183	REGISTERED
US	VELOMETER	73/357,963	1,232,587	REGISTERED
US	P-TRAK	75/801,257	2,429,508	REGISTERED
US	LIQUITRAK	74/143,565	1,692,726	REGISTERED
US	CERTIFIER	74/143,566	1,692,727	REGISTERED
US	TSI & LOGO (DIAMOND)	77/121,955	3,651,680	REGISTERED
US	TSI & DESIGN TRUST. SCIENCE. INNOVATION.	77/124,604	3,651,684	REGISTERED
US	TSI AIRFLOW & DESIGN	77/809,890	3,968,345	REGISTERED
US	AEROTRAK	7/532,575	3,668,528	REGISTERED
US	VELOCICHECK 2nd	85/032,676	4,099,680	REGISTERED
US	COMPULFLOW	73/516,440	1,363,060	REGISTERED
US	VELOMETER JR.	73/043,096	1,035,246	REGISTERED
US	ACCUBALANCE	74/301,719	1,796,909	REGISTERED
US	BALOMETER	73/416,880	1,273,405	REGISTERED
US	AEROSOL INSTRUMENT MANAGER	75/338,402	2,233,548	REGISTERED
US	AERODYNAMIC PARTICLE SIZER	74/117,846	1,698,818	REGISTERED
US	BIOTRAK	85/529,375		PENDING
US	TSI AND DESIGN	73/572,259	1,408,297	REGISTERED
US	VELOCICALC	73/747,500	1,530,707	REGISTERED
US	PORTACOUNT AND DESIGN	73/790,959	1,565,713	REGISTERED
US	TSI AND LOGO DESIGN (MN STATE)	27,781	27,781	REGISTERED

DICKEY-john Corporation

Trademarks

Country	TRADEMARK	APP NO	REG NO	STATUS
AR	GAC	2490063	2045052	REGISTERED
AR	INTELLIAG	2816685	2,280,583	REGISTERED
AR	M-20P	2508879	205644	REGISTERED
AR	M-3G	2508878	205643	REGISTERED
AR	DICKEY-JOHN stylized	2166222	1703545	REGISTERED
AR	MISCELLANEOUS DESIGN	2107315	1708080	REGISTERED
AR	SEED MANAGER	2107627	1708344	REGISTERED
AU	INSTALAB	907195	907195	REGISTERED
AU	INTELLIAG	958919	958919	REGISTERED
AU	DICKEY-JOHN	291851	b291851	REGISTERED
AU	M-20P	998058		PENDING
AU	MISCELLANEOUS DESIGN	a745539	A745539	REGISTERED
AU	M-3G	998057	998057	REGISTERED
AU	GAC	984987	984987	REGISTERED
AU	SEED MANAGER	745551	745551	REGISTERED
AU	LT CONTROL	933466	933466	ALLOWLAPSE
AU	SEED SMART	741692	741692	REGISTERED
BR	INTELLIAG	802816422	829.917.110	REGISTERED
BR	SEED MANAGER	820428671		PENDING
BR	M-3G	826479065	826479065	REGISTERED
BR	DICKEY-JOHN	27004	6463460	REGISTERED
BR	SEED SMART	820250376	820250376	REGISTERED
BR	M-20P	826479073	826479073	REGISTERED
BR	GAC	826231535	826231535	REGISTERED
BR	VIGILENSE	830.070.249	830070249	REGISTERED
BX	DICKEY-JOHN	36570	336601	REGISTERED
CA	SEED MANAGER	857347	TMA5056562	REGISTERED
CA	M-20P	1213955	632346	REGISTERED
CA	M-3G	1213953	632828	REGISTERED
CA	VIGILENSE	1411267	TMA755,917	REGISTERED
CA	LAND MANAGER	854251	506575	REGISTERED
CA	SEED SMART	853921	TMA506576	REGISTERED
CA	HEXAGON & DESIGN	857570	TMA511428	REGISTERED
CA	BENCHMARK	854252	497807	REGISTERED
CA	CONTROL POINT	852039	TMA506921	REGISTERED
CA	DICKEY-JOHN	401436	224099	REGISTERED
CA	DICKEY-JOHN	348977	186674	REGISTERED
CA	GAC	1203682	640547	REGISTERED
CA	MOTOMCO	599679	TMA359890	REGISTERED
CA	PCS	854253-00	TMA497930	ALLOWLAPSE
CH	GAC	907191	907191	REGISTERED
CH	DICKEY-JOHN	908913	908913	REGISTERED
CH	INSTALAB	907195	907195	REGISTERED
CH	INTELLIAG	958919	959919	REGISTERED
CL	M-20P	649364	713616	REGISTERED
CN	MISCELLANEOUS DESIGN	9800075480	1356218	REGISTERED
CN	M-20P	4083938	408938	REGISTERED
CN	M-3G	4083957	4083957	REGISTERED
CN	GAC	6608035	6608035	REGISTERED

Trademarks

Country	TRADEMARK	APP NO	REG NO	STATUS
CO	INTELLIAG	8037905	367.447	REGISTERED
EC	INTELLIAG	197649	566-09	REGISTERED
EU	M-20P	377984	377984	REGISTERED
EU	PCS	715086	715086	REGISTERED
EU	MISCELLANEOUS DESIGN	646836	646836	REGISTERED
EU	SEED SMART	614305	614305	REGISTERED
EU	SEED CHECK	1164722	1164722	REGISTERED
EU	GAC	3618436	3618436	REGISTERED
EU	SEED MANAGER	646885	646885	REGISTERED
EU	LAND MANAGER	726737	726737	REGISTERED
EU	M-3G	377951	377951	REGISTERED
EU	INTELLIAG	958919	958919	REGISTERED
EU	INSTALAB	907195	907195	REGISTERED
HU	MISCELLANEOUS DESIGN	M9703678	152487	REGISTERED
IN	DICKEY-JOHN	1513521	1513521	REGISTERED
IN	GAC	1513520		PENDING
IN	INSTALAB	1513522		PENDING
IZ	INTELLIAG	958919	958919	REGISTERED
IZ	INSTALAB	907195	907195	REGISTERED
IZ	VIGILENSE	980 203	980 203	REGISTERED
IZ	GAC	907191	907191	REGISTERED
IZ	DICKEY-JOHN	908913	908913	REGISTERED
JP	INSTALAB	24276/84	2168442	REGISTERED
JP	DICKEY-JOHN	2447/76	2451602	REGISTERED
JP	DESIGN DICKEY JOHN	55433/76	2478095	REGISTERED
JP	GAC III	24278/84	2131431	REGISTERED
JP	INTELLIAG	958919	958919	REGISTERED
KZ	INTELLIAG	42611	29616	REGISTERED
KZ	DICKEY-JOHN	37310	26031	REGISTERED
KZ	INSTALAB	37311	26032	REGISTERED
KZ	GAC	37312	26033	REGISTERED
MX	M-20P	65254	848550	REGISTERED
MX	SEED MANAGER	310476	572923	REGISTERED
MX	MISCELLANEOUS DESIGN	311528	635097	REGISTERED
MX	M-3G	652251	848549	REGISTERED
MX	DICKEY-JOHN stylized	97010	195630	REGISTERED
MX	SEED SMART	305901	579200	REGISTERED
MX	GAC	638103	826106	REGISTERED
NO	INSTALAB	907195	907195	REGISTERED
NO	INTELLIAG	958919	958919	REGISTERED
NO	GAC	907191	907191	REGISTERED
NO	DICKEY-JOHN	908913	908913	REGISTERED
NZ	INSTALAB	760307	760307	REGISTERED
NZ	THREE GRAIN DESIGN	116450	B116450	ALLOWLAPSE
NZ	DICKEY-JOHN DESIGN	116448	116448	ALLOWLAPSE
NZ	GAC	707003	707003	REGISTERED
NZ	M-3G	7113131	711313	REGISTERED
NZ	M-20P	711315	711315	REGISTERED
NZ	FIRST IN AGRIONICS	116449	116449	ALLOWLAPSE

Trademarks

Country	TRADEMARK	APP NO	REG NO	STATUS
NZ	DICKEY-JOHN	113682	B113682	REGISTERED
NZ	INTELLIAG	786853	786853	REGISTERED
NZ	VIGILENSE	796566	796566	REGISTERED
NZ	MISCELLANEOUS DESIGN	283223	283223	REGISTERED
PY	INTELLIAG	11136/2008	333027	REGISTERED
PY	M-20P	102482004	275132	REGISTERED
PY	M-3G	102472004	275131	REGISTERED
RU	MISCELLANEOUS DESIGN	97714967	173069	REGISTERED
RU	INSTALAB	907195	907195	REGISTERED
RU	GAC	907191	907191	REGISTERED
RU	DICKEY-JOHN	908913	908913	REGISTERED
RU	INTELLIAG	958919	958919	REGISTERED
TR	INSTALAB	907195	907195	REGISTERED
TR	DICKEY-JOHN & Design	2005/43975	2005/43975	REGISTERED
TR	M-20P	200411220	200411220	REGISTERED
TR	M-3G	200411219	200411219	REGISTERED
TR	GAC	907191	90791	REGISTERED
TR	DICKEY-JOHN	908913	908913	REGISTERED
UA	DICKEY-JOHN	908913	908913	REGISTERED
UA	MISCELLANEOUS DESIGN	97103232/T	20296	REGISTERED
UA	M-3G	2004040330	55924	REGISTERED
UA	INTELLIAG	958919	958919	REGISTERED
UA	INSTALAB	907195	907195	REGISTERED
UA	GAC	907191	907191	REGISTERED
UA	M-20P	20040404328	58822	REGISTERED
US	MODEL 919	73/166,307	1,150,254	REGISTERED
US	MOTOMCO	73/196,303	1,132,135	REGISTERED
US	DESIGN SLANTED THREE GRAIN	73/043,449	1,024,575	REGISTERED
US	INSTALAB 800 stylized	73/313,287	1,201,875	ALLOWLAPSE
US	GAC III	73/431,598	1,284,152	REGISTERED
US	DICKEY-JOHN	73/051,070	1,029,978	REGISTERED
US	MULTI-GRAIN	73/035,486	1,022,564	REGISTERED
US	FIRST IN AGRIONICS	72/321,196	919,771	ALLOWLAPSE
US	GAC II	73/431,599	1,284,153	REGISTERED
US	DICKEY-JOHN stylized	72/357,715	923,503	REGISTERED
US	DICKEY-JOHN	73/062,598	1,038,741	REGISTERED
US	CONTROL KING	78/270,387	2,913,919	ALLOWLAPSE
US	VIGILENSE	77/554,721	3,674,257	REGISTERED
US	SEED & DESIGN	75/621,364	2,426,153	ALLOWLAPSE
US	FIELDGUIDE	78/291,677	2,921,749	ALLOWLAPSE
US	GAC	78/288,088	2,877,556	REGISTERED
US	INSTALAB	73/550,202	1,385,852	REGISTERED
US	SEED SMART	75/308,185	2,231,208	REGISTERED
US	INTELLIAG	77/358,481	3,476,260	REGISTERED
US	LT CONTROL	78/132,724	2,741,906	REGISTERED
US	ISPEED	78/457,961	3,058,269	REGISTERED
US	SEED MANAGER	75/309,163	2,219,689	REGISTERED
US	FROST JET	77/183,823	3,460,561	REGISTERED
US	M-3G	78/369,919	3,010,662	REGISTERED

Trademarks				
Country	TRADEMARK	APP NO	REG NO	STATUS
US	DESIGN MISCELLANEOUS	75/309,164	2,231,209	REGISTERED
US	CONTROL POINT	75/242,404	2,183,560	REGISTERED
US	LAND MANAGER	75/067,561	2,118,373	REGISTERED
US	TRI-GRAIN	74/037,248	1,625,816	REGISTERED
US	DESIGN HARVEST HAND	74/074,256	1,645,072	ALLOWLAPSE
US	HARVEST HAND	74/037,876	1,660,318	ALLOWLAPSE
US	DESIGN VERTICAL THREE GRAIN	74/009,673	1,638,218	ALLOWLAPSE
US	M-20P	78/369,927	3,010,663	REGISTERED
UY	M-20P	354613	354613	REGISTERED
UY	M-3G	354611	354611	REGISTERED
UY	VIGILENSE	396353	396,353	REGISTERED
UY	INTELLIAG	390530	390,530	REGISTERED
UZ	INTELLIAG	958919	958919	REGISTERED
VE	INTELLIAG	9120-08		PENDING
ZA	M-20P	2004/06032	2004/06032	REGISTERED
ZA	GAC	2006/30014	2006/30014	REGISTERED
ZA	DICKEY-JOHN	76/3844	B76/3844	REGISTERED
ZA	VIGILENSE	TBD	2008/22580	REGISTERED
ZA	INSTALAB	2006/30013	2006/30013	REGISTERED
ZA	M-3G	2004/06031	2004/06031	REGISTERED
ZA	INTELLIAG	2008/07312	2008/07312	REGISTERED
ZA	MISCELLANEOUS DESIGN	97/15293	97/15293	REGISTERED

Environmental Systems Corporation

Trademarks				
CTY	TRADEMARK	APP NO	REG NO	STATUS
US	STACKVISION	78/349,209	3,163,436	REGISTERED
US	CEMSCAPE	78/784,579	3,320,903	REGISTERED
US	eKNOW	77/233,506	3,521,884	REGISTERED
US	SAFE PASSAGE PROGRAM	77/442,398	3,533,779	REGISTERED
US	ESC FLEETVISION	77/111,660	3,524,847	REGISTERED
US	CIMVISION	77/896,434	3,929,803	REGISTERED
US	ESC REMOTE HOSTING	77/896,438	3,929,804	REGISTERED
US	ESC & DESIGN (41)	78/925,633	3,258,279	REGISTERED
US	ESC & DESIGN (9)	78/925,625	3,258,278	REGISTERED
US	ESC & DESIGN (42)	78/925,642	3,258,280	REGISTERED

4. Registered Trade Names:

None.

5. Registered Copyrights:

None.