

## 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
Bigham Brothers, Inc.		12/28/2012	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Pinnacle Bank		
Street Address:	150 Third Avenue South		
Internal Address:	Suite 800		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37201		
Entity Type:	Bank: TENNESSEE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85617413	MODEL 888	
Registration Number:	4030271	TERRATILL	
Registration Number:	3692193	ONE AND DONE	
Registration Number:	3182255	STACK LOCK	
Registration Number:	1774935	ROW TOPPER	
Registration Number:	1310794	LILLISTON	
Registration Number:	0936031	L	
Registration Number:	0852254	ROLLING CULTIVATOR	
CORRESPONDENCE DATA			
Fax Number:	2484337274		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	248-433-7200		
Email:	hgiacchetti@dickinson-wright.com		

OP \$215.00 85617413

Correspondent Name: Harold W. Milton, Jr.  
Address Line 1: 2600 W. Big Beaver Rd.  
Address Line 2: Suite 300  
Address Line 4: Troy, MICHIGAN 48084

ATTORNEY DOCKET NUMBER:	52855-1
NAME OF SUBMITTER:	Harold W. Milton, Jr.
Signature:	/Harold W. Milton, Jr./
Date:	01/04/2013

Total Attachments: 4  
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COLLATERAL ASSIGNMENT OF TRADEMARKS AND SECURITY AGREEMENT

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS AND SECURITY AGREEMENT, dated as of December 31, 2012 (the "Agreement"), between BIGHAM BROTHERS, INC., a Texas corporation (herein, together with its successors and assigns, the "Borrower") and PINNACLE BANK, a state-chartered Tennessee bank (the "Secured Party").

WHEREAS, the Borrower has entered into that certain CREDIT AGREEMENT dated as of December 31, 2012, with the Secured Party providing, subject to the terms and conditions thereof, for certain term loans and a line of credit to be made from time to time on a revolving basis and for the issuance of letters of credit to be made available to Borrowers upon certain conditions (the "Loans", as such term is defined in the Credit Agreement);

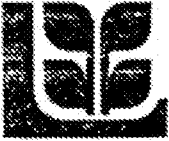
WHEREAS, as a condition of and in order to induce the Secured Party to make the Loans under the said CREDIT AGREEMENT, the Borrower has entered into and delivered that certain Pledge and Security Agreement dated as of December 31, 2012 (the "Security Agreement") granting a security interest in its assets including the Collateral (as hereinafter defined). Except as otherwise expressly provided in this Agreement, terms defined in the Credit Agreement and in the Security Agreement shall have their respective defined meanings when used herein; and

WHEREAS, to induce the Secured Party to enter into the CREDIT AGREEMENT and to make the Loans thereunder, the Borrower has agreed to execute and deliver this Agreement and to grant a security interest in the Collateral to secure the repayment of the Loans and the Obligations (as defined hereinafter). As set forth in the Credit Agreement, the term "Obligations" means the unpaid principal of and interest on (including interest accruing after the maturity of the Loans and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to either Borrower or Bigam Brothers Holding, Inc., a Delaware corporation ("Holding"), regardless of whether a claim for post-filing or post-petition interest is allowed in such proceeding) the Loans and all other obligations and liabilities of the Borrower and Holding (and with respect to any Treasury Management Agreement, any other Loan Party) to the Secured Party (or, in the case of Specified Swap Agreements and Treasury Management Agreements, any Affiliate of the Secured Party), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, that may arise under, out of or in connection with this Agreement, any other Loan Document or any Specified Swap Agreement or Treasury Management Agreement with a Secured Party or an Affiliate of a Secured Party, or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including all fees, charges and disbursements of counsel to the Secured Party that are required to be paid by the Borrower of Holding pursuant to the Credit Agreement) or otherwise.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Party to make the Loans and other advances provided in the Credit Agreement and other Loan Documents for the account of Borrower, the Borrower hereby grants, and the Secured Party hereby accepts, a security interest in, a general

lien upon, and collateral assignment of all right, title and interest of the Borrower in and to the following Collateral:

Table 1: List of US Trademarks

<b>Trademark</b>	<b>Registration No.</b>	<b>Serial No.</b>
MODEL 888		85617413
TERRATILL	4030271	77721909
ONE AND DONE	3692193	77694650
STACK LOCK	3182255	76635427
ROW TOPPER	1774935	74298221
LILLISTON	1310794	73439022
L& DESIGN		
	936031	72385979
ROLLING CULTIVATOR	852254	72256567
PARATILL		
BIGHAM BROTHERS	Unregistered	
BBi	Unregistered	
BBI	Unregistered	
R&J	Unregistered	

This Agreement has been entered into by the Borrower and the Secured Party primarily for recording purposes as contemplated by the Security Agreement to record the security interest granted in the Security Agreement. In the event of any inconsistency between any of the terms or provision hereof and the terms and provisions of the Security Agreement, the terms and the provisions of the Security Agreement shall govern.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

BIGHAM BROTHERS, INC.,  
A Texas corporation

By: [Signature]  
Name: Andrew W. Byrd  
Title: President

STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

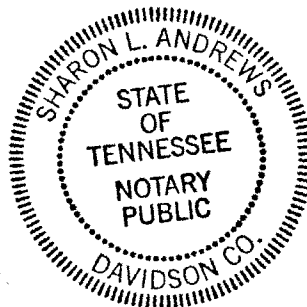
Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared ANDREW W. BYRD, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be President of BIGHAM BROTHERS, INC., a Texas corporation, and that he/she as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as President.

Witness my hand and seal, at office in NASHVILLE, TENNESSEE, this the 28<sup>th</sup> day of December, 2012.

My Commission Expires: 07-06-2015

[Signature]  
NOTARY PUBLIC

(SEAL)



SECURED PARTY:  
PINNACLE BANK,  
A Tennessee state-chartered bank

By: Thomas M Ready

Name: Thomas G Ready  
(please print)

Title: SVP

STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Thomas G Ready, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be SVP of PINNACLE BANK, a Tennessee state-chartered bank, and that he as such SVP, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the bank by himself as SVP.

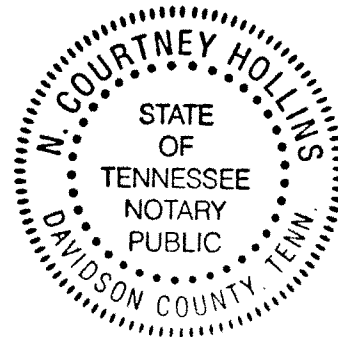
Witness my hand and seal, at office in Nashville, TN, this the 31<sup>st</sup> day of December, 2012.

My Commission Expires: March 4, 2013

[Signature]  
NOTARY PUBLIC

(SEAL)

NASHVILLE 99998-1634 443773v2



My Commission Expires MAR 4, 2013