

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY																										
CONVEYING PARTY DATA																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Bank of America Corporation, in its capacity as collateral agent, and as predecessor-in-interest to LaSalle Bank National Association</td> <td></td> <td>02/25/2013</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Bank of America Corporation, in its capacity as collateral agent, and as predecessor-in-interest to LaSalle Bank National Association		02/25/2013	CORPORATION: DELAWARE																
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<table border="1"> <tr> <td>Name:</td> <td colspan="3">Bigham Brothers, Inc.</td> </tr> <tr> <td>Street Address:</td> <td colspan="3">705 East Slaton Road</td> </tr> <tr> <td>City:</td> <td colspan="3">Lubbock</td> </tr> <tr> <td>State/Country:</td> <td colspan="3">TEXAS</td> </tr> <tr> <td>Postal Code:</td> <td colspan="3">79452</td> </tr> <tr> <td>Entity Type:</td> <td colspan="3">CORPORATION: TEXAS</td> </tr> </table>				Name:	Bigham Brothers, Inc.			Street Address:	705 East Slaton Road			City:	Lubbock			State/Country:	TEXAS			Postal Code:	79452			Entity Type:	CORPORATION: TEXAS		
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PROPERTY NUMBERS Total: 2																											
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CORRESPONDENCE DATA																											
Fax Number:	6152482954																										
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																											
Phone:	615-742-7944																										
Email:	trademarks@bassberry.com																										
Correspondent Name:	Robert L. Brewer and Martha B. Allard																										
Address Line 1:	150 3rd Avenue South																										
Address Line 2:	Suite 2800																										
Address Line 4:	Nashville, TENNESSEE 37201																										
ATTORNEY DOCKET NUMBER:	118848-175																										

900253879

TRADEMARK  
REEL: 005017 FRAME: 0360

CH \$65.00 1310794

NAME OF SUBMITTER:	Martha B. Allard
Signature:	/Martha B. Allard/
Date:	04/30/2013
<b>Total Attachments: 4</b> source=Termination of security interest#page1.tif source=Termination of security interest#page2.tif source=Termination of security interest#page3.tif source=Termination of security interest#page4.tif	

## TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of February 25, 2013 (the "Termination"), is made by Bank of America Corporation, in its capacity as collateral agent, and as predecessor-in-interest to LaSalle Bank National Association (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Loan Agreement (as defined below)). All terms used but not otherwise defined herein shall have the meanings given to such terms in the Loan Agreement.

**WHEREAS**, Collateral Agent, Bush Hog, LLC (the "Grantor") entered into a Loan Agreement dated as of March 7, 2000 (as the same has been amended, supplemented, restated or otherwise modified, the "Loan Agreement"), pursuant to which, among other things, the Grantor granted a security interest in certain trademarks, trademark applications, and/or trademark licenses ("Trademarks");

**WHEREAS**, the Collateral Agent, the Grantor and certain affiliates of the Grantor entered into a Grant of Security Interests in Trademarks dated as of March 7, 2000 (as the same has been amended, supplemented, restated or otherwise modified, the "Trademark Security Agreement") in order to secure, among other things, the Collateral Agent's security interests in the Trademarks and to file the Trademark Security Agreement with the United States Patent and Trademark Office ("PTO");

**WHEREAS**, the Trademark Security Agreement was recorded at the PTO on March 17, 2000 at Reel 2048 Frame 0025; and

**WHEREAS**, on information and belief, effective October 1, 2007, Bank of America Corporation acquired LaSalle Bank National Association, the original collateral agent for purposes of the Loan Agreement and the Trademark Security Agreement; and

**WHEREAS**, to the extent such security interest has not previously been released and terminated, the Collateral Agent has agreed to terminate and release its security interest in all of the trademarks identified on Schedule A attached hereto (the "Trademarks").

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**SECTION 1. Release and Discharge Security.** The Collateral Agent, on behalf of the Secured Parties, hereby terminates, fully releases, and forever discharges all of its security interests in, and liens on, the following Trademarks:

- (i) all of the Trademarks referred to on Schedule A attached hereto;
- (ii) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or (b) injury to the goodwill associated with any Trademark.

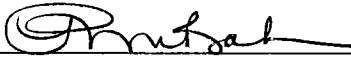
**SECTION 2. Recordation.** The Collateral Agent hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable government officer to record this Termination.

**SECTION 3. Governing Law.** This Termination shall be governed by, and construed in accordance with, the laws of the State of Texas.

[Remainder of page intentionally blank]

**IN WITNESS WHEREOF**, the Collateral Agent has caused this Termination to be duly executed as of the date first set forth above.

Bank of America Corporation,  
as Collateral Agent

By:   
Name: Lynn J. Baker  
Title: Vice President

