

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
Custom Marketing Co., LLC		06/21/2013	LIMITED LIABILITY COMPANY: MISSOURI

RECEIVING PARTY DATA

Name:	Parkside Financial Bank & Trust
Street Address:	8112 Maryland Avenue, Suite 101
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63105
Entity Type:	Missouri state bank: MISSOURI

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	85778585	GRAIN GAUGE
Serial Number:	73628337	CMC
Serial Number:	78971135	CMC
Serial Number:	77416594	IMMEDIATE STORAGE
Serial Number:	74099601	PRESSURE CURE
Serial Number:	78967491	CMC

CORRESPONDENCE DATA

Fax Number: 3148548660
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 3148548600
 Email: kji@camodymacdonald.com
 Correspondent Name: Katherine Iffrig
 Address Line 1: 120 S. Central Ave., Suite 1800
 Address Line 4: St. Louis, MISSOURI 63105

OP \$165.00 85778585

TRADEMARK

NAME OF SUBMITTER:	Katherine Iffrig
Signature:	//Katherine Iffrig//
Date:	06/25/2013
Total Attachments: 5 source=Patent and Trademark Security Agreement#page1.tif source=Patent and Trademark Security Agreement#page2.tif source=Patent and Trademark Security Agreement#page3.tif source=Patent and Trademark Security Agreement#page4.tif source=Patent and Trademark Security Agreement#page5.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of June 21, 2013, by Custom Marketing Co., LLC, a Missouri limited liability company (the “*Grantor*”), in favor of and for the benefit of Parkside Financial Bank & Trust, a Missouri state bank (herein, together with its successors and assigns in such capacity, the “*Bank*”).

RECITALS

A. The Grantor and CMC South, LLC, an Arkansas limited liability company (collectively, the “*Borrowers*”), have 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 Bank, pursuant to which the Bank has agreed to make loans to the Borrowers subject to the terms and conditions set forth therein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

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

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Bank 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 Borrowers 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 Bank 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 or 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 Bank pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank 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.

[Signature page(s) 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.

GRANTOR:

CUSTOM MARKETING CO., LLC,
a Missouri limited liability company



By: 

Name: Paul Leverington

Title: President/CEO

SCHEDULE 1

(Trademark Collateral)

COUNTRY	MARK	SERIAL NO.	REG. NO.	OWNER	REGISTRATION DATE
United States	Grain Gauge	85778585	85-778,585	Custom Marketing Co., LLC	October 1, 2012
United States	CMC and Design 	73628337	1,445,713	Custom Marketing Co., LLC	June 30, 1987
United States	CMC and Design 	78971135	3,265,056	Custom Marketing Co., LLC	July 17, 2007
United States	CMC SOLUTIONS	75800731	2,553,416	Custom Marketing Co., LLC	March 26, 2002
United States	IMMEDIATE STORAGE	77416594	3,563,516	Custom Marketing Co., LLC	January 20, 2009
United States	PRESSURE CURE	74099601	1,762,668	Custom Marketing Co., LLC	April 6, 1993
United States	CMC	78967491	3,264,920	Custom Marketing Co., LLC	July 17, 2007
Canada	CMC SOLUTIONS	1054481	TMA66562 9	Custom Marketing Co., LLC	June 5, 2006
Canada	PRESSURE CURE	0753151	TMA45247 2	Custom Marketing Co., LLC	December 29, 1995

U.S. Registration No. 2,553,416 is cancelled.

SCHEDULE 2

(Patent Collateral)

Patent/App. No.	Country	Filing/Issue Date	Title
5,178,507	United States	January 12, 1993	DISCHARGE ARRANGEMENT FOR A TRANSPORT APPARATUS
12/026,354	United States	February 5, 2008	GRAIN DRYING SYSTEM
2,623,143	Canada	February 27, 2008	PARTICLE SPREADER SYSTEM
7,946,796	United States	May 24, 2011	PARTICLE SPREADER SYSTEM

U.S. Patent #5,178,507 is expired.