

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
Salford Group Inc.		11/19/2013	CORPORATION: ONTARIO

**RECEIVING PARTY DATA**

Name:	Bank of Montreal, a Canadian chartered bank, as Administrative Agent
Street Address:	1 First Canadian Place, 11th Floor
Internal Address:	Corporate Finance Division
City:	Toronto
State/Country:	ONTARIO
Postal Code:	M5X 1A1
Entity Type:	Bank: CANADA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2803047	SALFORD TILLAGE SPECIALISTS

**CORRESPONDENCE DATA**

Fax Number: 3026365454  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 800-927-9801 x 62348  
 Email: jpaterso@cscinfo.com  
 Correspondent Name: Corporation Service Company  
 Address Line 1: 1090 Vermont Avenue NW, Suite 430  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	934124
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**DOMESTIC REPRESENTATIVE**

Name:  
 Address Line 1:

Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

12/20/2013

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "IP Security Agreement") dated November 19, 2013, is made by Salford Group Inc., an Ontario corporation (together with its successors, by amalgamation or otherwise, and permitted assigns, being hereinafter referred to collectively as the "Grantor"), in favor of Bank of Montreal ("BMO"), as administrative agent hereunder for the Lenders (as defined in the Security Agreement referred to below) (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the "Agent").

WHEREAS, the Grantor has entered into a General Security Agreement dated as of 19, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), with the Agent. Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

AND WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Agent, for the benefit of the Agent and the Lenders, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent for the benefit of the Agent and the Lenders a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral"):

- (a) the United States patents and patent applications set forth in Schedule A hereto (the "Patents");
- (b) the United States trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "Trademarks or Service Marks");
- (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");
- (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

- (e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor.

SECTION 3. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.


SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**SALFORD GROUP INC., as Grantor**

By:   
Name: Matthew Guenther  
Title: Vice President

ACCEPTED and ACKNOWLEDGED by:

**BANK OF MONTREAL, as Agent**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO IP SECURITY AGREEMENT - SALFORD GROUP INC.]

TRADEMARK  
REEL: 005179 FRAME: 0838

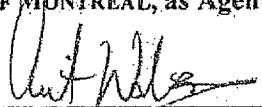
IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


SALFORD GROUP INC., as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED and ACKNOWLEDGED by:

BANK OF MONTREAL, as Agent

By:   
Name: Amit Walia  
Title: Director

By:   
Name: Kerry O'Neill  
Title: Managing Director

[SIGNATURE PAGE TO IP SECURITY AGREEMENT - SALFORD GROUP INC.]

Schedule A  
to  
Intellectual Property Security Agreement

PATENTS

I. PATENT REGISTRATIONS

PATENT NO. / APP. NO.	STATUS	TITLE COMMENTS
6,412,571 09/664708	ISSUED: 7/2/2002 FILED: 9/19/2000	Spring Tine Coulter Till
7,762,345 10/521804	ISSUED: 7/27/2010 FILED: 1/21/2005	Conservation Tillage Implement, System and Method
8,113,295 12/829210	ISSUED: 2/14/2012 FILED: 7/1/2010	Conservation Tillage Implement, System and Method
8,196,672 12/959844	ISSUED: 6/12/2012 FILED: 12/3/2010	Conservation Tillage Implement, System and Method
8,307,908 13/371640	ISSUED: 11/13/2012 FILED: 2/13/2012	Conservation Tillage Implement, System and Method
8,307,909 13/493420	ISSUED: 11/13/2012 FILED: 6/11/2012	Conservation Tillage Implement, System and Method
8,196,672 12/959844	ISSUED: 6/12/2012 FILED: 12/3/2010	Conservation Tillage Implement, System and Method
8,365,837 12/964314	ISSUED: 2/5/2013 FILED: 12/9/2010	Resiliently Mounted Agricultural Tool and Implement Therewith
8,381,827 12/964261	ISSUED: 2/26/2013 FILED: 12/9/2010	Spring Mounted Blade Assembly and Tillage Implement Therewith

## II. PATENT APPLICATIONS


<b>PATENT NO. / APP. NO.</b>	<b>STATUS</b>	<b>TITLE COMMENTS</b>
61/776,764	PENDING: 3/11/2013	Hydraulically Controlled Rotary Harrow for tillage apparatus and system
61/776,781	PENDING: 3/12/2013	Metering apparatus and method for sectional control
13/840,996	PENDING: 3/15/2013	Apparatus and method for soil tillage and leveling
13/922,653	PENDING: 6/17/2013	Seed bed preparation and tillage apparatus



Schedule B  
to  
Intellectual Property Security Agreement

TRADEMARKS

I. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SALFORD TILLAGE SPECIALISTS and Design  	2,803,047	January 6, 2004

II. TRADEMARK APPLICATIONS  
None.

Schedule C  
to  
Intellectual Property Security Agreement

COPYRIGHTS

I. COPYRIGHT REGISTRATIONS

None.

II. COPYRIGHT APPLICATIONS

None.

III. COPYRIGHT LICENSES

None.