

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304171

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
H.D. Hudson Manufacturing Company		05/07/2014	CORPORATION: MINNESOTA
Root-Lowell Manufacturing Co.		05/07/2014	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Northbrook Bank and Trust Company
Street Address:	1100 Waukegan Road
City:	Northbrook
State/Country:	ILLINOIS
Postal Code:	60062
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	4001269	SUPER SPRAYER
Registration Number:	3948527	SPRAY SENSE
Registration Number:	3575235	THE RIGHT WAY TO SPRAY
Registration Number:	2099450	1-800 LADYBUG
Registration Number:	1858365	JD9
Registration Number:	1065196	HUDSON
Registration Number:	1252165	CONSTRUCTO
Registration Number:	1033671	
Registration Number:	0572806	H
Registration Number:	0968600	INDUSTRO
Registration Number:	0743195	ENDURALL
Registration Number:	0570005	FAVORITE
Registration Number:	0555593	PERFECTION
Registration Number:	0920163	LADYBUG
Registration Number:	0548357	BUGWISER
Registration Number:	0982864	PORTA
Registration Number:	0842813	TEK
Registration Number:	0703908	SUPREMA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	0705532	BAK-PAK
Registration Number:	0667991	SIGN OF THE BEST BUY HUDSON H
Registration Number:	0632656	HUDSON
Registration Number:	0598148	X-PERT
Registration Number:	0578099	H
Registration Number:	0541422	LEADER
Registration Number:	0533179	H
Registration Number:	0218856	TROMBONE
Registration Number:	0200461	FOG
Registration Number:	1296198	GREEN GARDE
Registration Number:	1033498	GREEN GARDE
Registration Number:	0758797	RANGER

CORRESPONDENCE DATA

Fax Number:

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

Email: rfloren@hmblaw.com
Correspondent Name: Rebecca Floren
Address Line 1: 500 W. Madison St.
Address Line 2: Ste 3700
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	15138.004
NAME OF SUBMITTER:	Rebecca Floren
SIGNATURE:	/Rebecca Floren/
DATE SIGNED:	05/12/2014

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of May 7, 2014, by and among H.D. HUDSON MANUFACTURING COMPANY, a Minnesota corporation ("HD"), ROOT-LOWELL MANUFACTURING CO., an Ohio corporation ("RL" and together with HD, collectively, the "Grantors" and each, a "Grantor") and NORTHBROOK BANK AND TRUST COMPANY ("Lender").

W I T N E S S E T H

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") by and among the Grantors and Lender, Lender is willing to make certain financial accommodations to each Grantor as provided for in the Loan Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Incorporation of Loan Agreement; Loan Agreement Definitions. The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

2. Grant of Security Interest. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Lender and grants to Lender a Lien on and security interest in, all of such Grantor's right, title and interest in, to and under the following (collectively, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including those set forth on Schedule A attached hereto, and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

3. Cumulative Remedies. All of the rights and remedies of Lender under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any requirement of applicable law.

4. Binding Effect. This Trademark Security Agreement shall be binding upon the successors and assigns of the Grantors and shall inure to the benefit of Lender and its successors and assigns.

5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois.

6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

HD: H.D. HUDSON MANUFACTURING COMPANY

By: Robert C. Hudson, III
Name: ROBERT C. HUDSON, III
Title: President

RL: ROOT-LOWELL MANUFACTURING CO.

By: Mary M Mitchell
Name: Mary M Mitchell
Title: Secretary / Director

LENDER: NORTHBROOK BANK AND TRUST COMPANY

By: _____
Name: _____
Title: _____

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

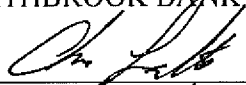
HD: H.D. HUDSON MANUFACTURING COMPANY

By: _____
Name: _____
Title: _____

RL: ROOT-LOWELL MANUFACTURING CO.



By: _____
Name: _____
Title: _____


LENDER: NORTHBROOK BANK AND TRUST COMPANY




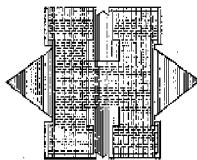
By:  _____
Name: Chris Latta
Title: AVP

SCHEDULE A

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
H.D. Hudson Manufacturing Company	SUPER SPRAYER	07/26/11	4001269
H.D. Hudson Manufacturing Company	SPRAY SENSE	04/19/11	3948527
H.D. Hudson Manufacturing Company	THE RIGHT WAY TO SPRAY	02/17/09	3575235
H.D. Hudson Manufacturing Company	1-800 LADYBUG	09/23/97	2099450
H.D. Hudson Manufacturing Company	JD9	10/18/94	1858365
H.D. Hudson Manufacturing Company		05/10/77	1065196
H.D. Hudson Manufacturing Company	CONSTRUCTO	09/27/83	1252165
H.D. Hudson Manufacturing Company		02/17/76	1033671

H.D. Hudson Manufacturing Company		04/07/53	0572806
H.D. Hudson Manufacturing Company	INDUSTRO	09/18/73	0968600
H.D. Hudson Manufacturing Company	ENDURALL	01/08/63	0743195
H.D. Hudson Manufacturing Company	FAVORITE	02/03/53	0570005
H.D. Hudson Manufacturing Company	PERFECTION	03/04/52	0555593
H.D. Hudson Manufacturing Company	LADYBUG	09/14/71	0920163
H.D. Hudson Manufacturing Company	BUGWISER	09/18/51	0548357
H.D. Hudson Manufacturing Company	PORTA	04/30/74	0982864
H.D. Hudson Manufacturing Company	TEK	01/23/68	0842813
H.D. Hudson Manufacturing Company	SUPREMA	09/06/60	0703908
H.D. Hudson Manufacturing	BAK-PAK	10/11/60	0705532

Company			
H.D. Hudson Manufacturing Company		10/07/58	0667991
H.D. Hudson Manufacturing Company	HUDSON	08/14/56	0632656
H.D. Hudson Manufacturing Company		11/16/54	0598148
H.D. Hudson Manufacturing Company		07/28/53	0578099
H.D. Hudson Manufacturing Company	LEADER	04/24/51	0541422
H.D. Hudson Manufacturing Company		11/07/50	0533179
H.D. Hudson Manufacturing Company	TROMBONE	10/05/26	0218856
H.D. Hudson Manufacturing Company	FOG	06/30/25	0200461
H.D. Hudson	GREEN GARDE	09/18/84	1296198

Manufacturing Company			
H.D. Hudson Manufacturing Company	GREEN GARDE	02/17/76	1033498
H.D. Hudson Manufacturing Company	RANGER	10/22/63	0758797

TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
None			