

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309860

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Priefert Mfg. Co., Inc.		06/30/2014	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Frost Bank		
Street Address:	P. O. Box 1600		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78296		
Entity Type:	chartered bank: TEXAS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1647209	LITTER \$AVER	
Registration Number:	3575724	SLIDE & GLIDE	
Registration Number:	3545792	BUILT BY RANCHERS FOR RANCHERS	
Registration Number:	3689168	ARENA MASTER	
Registration Number:	4331543	PRIEFERT'S BACKWOODS BLOODLINE	
Registration Number:	4463862	PRIEFERT BACKWOODS BLOODLINE	
Registration Number:	4470240	Q36	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214.745.5370		
Email:	jmuennink@winstead.com		
Correspondent Name:	Janie Muennink c/o Winstead PC		
Address Line 1:	P. O. Box 131851		
Address Line 4:	Dallas, TEXAS 75313		
ATTORNEY DOCKET NUMBER:	26914-73		
NAME OF SUBMITTER:	Janie Muennink		
SIGNATURE:	/Janie Muennink/		
DATE SIGNED:	07/07/2014		

CH \$190.00 1647209

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is made as of June 30, 2014, by Priefert Mfg. Co., Inc., a Texas corporation ("Grantor"), in favor of FROST BANK ("Secured Party").

BACKGROUND.

Pursuant to the Loan Agreement dated as of the date hereof (such agreement, together with all amendments and restatements thereto, the "Loan Agreement"), between Grantor and Secured Party, Secured Party has extended a commitment to make Loans to Borrower.

In connection with the Loan Agreement, Grantor has executed and delivered the Security Agreement dated as of the date hereof (such agreement, together with all amendments and restatements thereto, the "Security Agreement");

As a condition precedent to the making of the Loans (including the initial Loan) under the Loan Agreement, Grantor is required to execute and deliver this Agreement and to grant to Secured Party a continuing security interest in all of the Intellectual Property Collateral (as defined below) to secure all Indebtedness; and

Grantor has duly authorized the execution, delivery and performance of this Agreement.

AGREEMENT.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Secured Party to make Loans (including the initial Loan) to Grantor pursuant to the Loan Agreement, Grantor agrees, for the benefit of Secured Party, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

"Copyright License" means any agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by Grantor or which Grantor otherwise has the right to license, or granting any right to Grantor under any Copyright now or hereafter owned by any third party, and all rights of Grantor under any such agreement.

"Copyrights" means all copyright rights in any work subject to the copyright laws of any Governmental Authority, whether as author, assignee, transferee, or otherwise, all registrations and applications for registration of any such copyright in any Governmental Authority, including registrations, recordings, supplemental registrations, and pending applications for registration in any jurisdiction, and all rights to use and/or sell any of the foregoing.

"Patent License" means any agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by Grantor or which Grantor otherwise has the right to license, is in existence, or granting to Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of Grantor under any such agreement.

“Patents” means all letters patent of any Governmental Authority, all registrations and recordings thereof, and all applications for letters patent of any Governmental Authority, and all reissues, continuations, divisions, continuations-in-part, renewals, or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

“Trademark License” means any agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by Grantor or which Grantor otherwise has the right to license, or granting to Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of Grantor under any such agreement.

“Trademarks” means all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof, all goodwill associated therewith or symbolized thereby, all other assets, rights and interests that uniquely reflect or embody such goodwill, and all rights to use and/or sell any of the foregoing.

2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Indebtedness, Grantor does hereby mortgage, pledge and hypothecate to Secured Party, and grant to Secured Party a security interest in, all of the following property (the “Intellectual Property Collateral”), whether now owned or hereafter acquired by it:

(a) all Copyrights, all applications for Copyrights, and all Copyright Licenses, including all Copyrights, applications for Copyrights, and Copyright Licenses referred to on Schedule A attached hereto;

(b) all Patents, all applications for Patents, and all Patent Licenses, including all Patents, applications for Patents, and Patent Licenses referred to on Schedule B attached hereto;

(c) all Trademarks, all applications for Trademarks, and all Trademark Licenses, including all Trademarks, applications for Trademarks, and Trademark Licenses referred to on Schedule C attached hereto; and

(d) all proceeds and products of the foregoing, including, without limitation, insurance payable by reason of loss or damage to the foregoing.

3. Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Secured Party in the Intellectual Property Collateral with the United States Copyright Office or the United States Patent and Trademark Office, as applicable, and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which

(including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

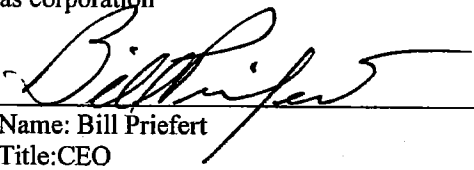
5. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

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PRIEFERT MFG. CO., INC.,
a Texas corporation

By: 
Print Name: Bill Priefert
Print Title: CEO

FROST BANK

By: Colin Jones
Print Name: Colin Jones
Print Title: Vice President

Schedule A

Copyright Collateral

None.

Schedule B

Patent Collateral

Case Number	Case Type	Country	Title/ Client Name, Client Case #	Status, Filing Date,			Due Date
				App. Serial No.	Pat/Reg No., Issue/Reg Date	Next Reminder	
6592000/20720	US Patent	US	Title: Fence Post Prieffert Mfg. Co, Inc. P: Fence Post	Issued Filed: 6/9/2009 Serial #: 12/481,463 Pub #: US-2009- 0302292-A1 Pub Date: 12/10/2009	Issued: 12/25/2012 Pat. #: 8,336,862 Expires: 9/5/2029	Next Priority 1 Due: 3.5 Year Maintenance Fee Due-USA	6/25/2016
6592000/2072P	US Patent	US	Title: Fence Post Prieffert Mfg. co., Inc. P: Fence Post	Converted Filed: 6/9/2008 Serial#: 61/059,895		Next Priority 1 Due: None	None
6592000/20740P	US Patent	US	Title: Fence Wire Spool Decoiler Prieffert Mfg. Co, Inc. Fence Wire Spool	Converted Filed: 1/13/2003 Serial #: 60/439,702		Next Priority 1 Due: None	None
6592000/23020	US Patent	US	Title: Fence Panel Including a Connector System for Interconnecting Multiple Panels Prieffert Mfg. Co, Inc. P: G-Connector	Issued Filed: 12/19/2003 Serial #: 10/742,082	Issued: 10/17/2006 Pat. #: 7,121,529 Expires: 5/5/2024	Next Priority 1 Due: 11.5 Year Maintenance Fee Due- USA	4/17/2018
6592000/23620	US Patent	US	Title: Animal Gate Latch Mechanism Prieffert Mfg. Co, Inc. Gate Lock	Issued Filed: 1/31/1990 Serial #: 472,877	Issued: 10/16/1990 Pat. #: 4,962,953	Next Priority 1 Due: None	None
6592000/26500	US Patent	US	Title: Animal Headgate with an Automatic Locking Mechanism Prieffert Mfg. Co, Inc. P: Head Gate Patent	Issued Filed: 3/18/1991 Serial #: 670,886	Issued: 5/5/1992 Pat. #: 5,109,802 Expires: 3/18/2011	Next Priority 1 Due: None	None
6592000/27460	US Patent	US	Title: No Title Prieffert Mfg. Co, Inc. P: Horse Walker Frame	New Filed: No Date Serial #: None		Next Priority 1 Due: None	None
6592000/62780	US Patent	US	Title: Continuous Post and Rail Fence Prieffert Mfg. Co, Inc. P: Ranch Rail Fe	Issued Filed: 8/27/1999 Serial #: 09/384,919	Issued: 5/14/2002 Pat. #: 6,386,519 B1 Expires: 8/27/2019	Next Priority 1 Due: None	None

Case Number	Case Type	Country	Title/ Client Name, Client Case #	Status, Filing Date,			Due Date
				App. Serial No.	Pat/Reg No., Issue/Reg Date	Next Reminder	
6592000/67100	US Patent	US	Title: Rodeo Release Chute Apparatus P: Rodeo Release Chute Apparatus	Issued Filed: 2/8/2007 Serial #: 11/703,865 Pub #: US-2007-0199520-A1 Pub Date: 8/30/2007	Issued: 4/27/2010 Pat #: 7,703,415 Expires: 1/21/2028	Next Priority 1 Due: 7.5 Year Maintenance Fee Due-USA	10/27/2017
6592000/67100P	US Patent	US	Title: Rodeo Release Chute Apparatus P: Rodeo Timing Apparatus	Converted Filed: 2/8/2006 Serial #: 60/771,343		Next Priority 1 Due: None	None
6592000/69420	US Patent	US	Title: Sheeted Adjustable Alley Frame P: Sheeted Adjustable Alley Frame	Pending Filed: 8/30/2004 Serial #: 60/605,471		Next Priority 1 Due: None	None
6592000/69430	PCT	PCT	Title: Sheeted Adjustable Alley Frame P: Sheeted Adjustable Alley Frame	Done Filed: 8/30/2005 Serial #: PCT/US05/30924 Pub #: WO 2006/026643 Pub Date: 5/7/2009		Next Priority 1 Due: None	None
6592000/70800	US Patent	US	Title: No Title P: Steer Pusher	New Filed: No Date Serial #: None		Next Priority 1 Due: None	None
6592000/73680	US Patent	US	Title: Telephone Tractor Frame P: Telephone Tra	Issued Filed: 6/21/1993 Serial #: 08/078,344	Issued: 11/29/1994 Pat #: 5,368,121 Expires: 6/21/2013	Next Priority 1 Due: None	None
6592000/7650P	US Patent	US	Title: Calf Chute P: Calf Roping Chute Tailgate	Converted Filed: 10/3/2008 Serial #: 61/102,567		Next Priority 1 Due: None	None
6592000/7700	US Patent	US	Title: Calf Table #18 P: Calf Table #18	Issued Filed: No Date Serial #: None	Issued: No Date Pat #: None	Next Priority 1 Due: None	None
6592000/87100	US Patent	US	Title: Willingham #1-Litter Gritter P: Willingham #1-Li	Issued Filed: 7/30/1990 Serial #: 559,719		Next Priority 1 Due: None	None

Schedule C

Trademark Collateral

Case Number	Case Type	Country	Client Name, Client Case #	Title/ App. Serial No.	Status, Filing Date,		Due Date
					Pat/Reg No., Issue/Reg Date	Next Reminder	
6592000/40800	US Trademark	US	Title: Litter Saver Priefert Mfg. Co, Inc. TM: Litter Saver	Registered Filed: 7/16/1990 Serial #: 74/078,501	Registered: 6/11/1991 Reg. #: 1,647,209	Next Priority 1 Due: File Trademark Renewal-USA	6/11/2021
6592000/69920	US Trademark	US	Title: Slide & Glide Priefert Mfg. Co, Inc. TM: Slide & Glide	Registered Filed: 7/7/2008 Serial #: 77/515,587	Registered: 2/17/2009 Reg. #: 3,575,724	Next Priority 1 Due: Section 8 or 71 Renewal Due-USA	2/17/2015
6592000/7250	US Trademark	US	Title: Built by ranchers, for ranchers Priefert Mfg. Co, Inc. TM: Built by ranchers, for ranchers	Registered Filed: 4/6/2007 Serial #: 77/150,404	Registered: 12/16/2008 Reg. #: 3,545,792	Next Priority 1 Due: Section 8 or 71 Renewal Due-USA	12/16/2014
6592000/87101	US Trademark	US	Title: Arena Master Priefert Mfg. Co, Inc. TM: Arena Master	Registered Filed: 3/13/2009 Serial #: 77/690,488	Registered: 9/29/2009 Reg. #: 3,689,168	Next Priority 1 Due: Section 8 or 71 Renewal Due-USA	9/29/2015
6592000/87108	US Trademark	US	Title: Priefert's Backwoods Bloodline Priefert Mfg. Co, Inc. TM: Priefert's Backwoods Bloodline	Registered Filed: 8/30/2012 Serial #: 85/717,044	Registered: 5/7/2013 Reg. #: 4,331,543	Next Priority 1 Due: Section 8 or 71 Renewal Due-USA	5/7/2019
6592000/87109	US Trademark	US	Title: BLOODLINE LOGO Priefert Mfg. Co, Inc. TM: PRIEFERT'S BACKWOODS BLOODLINE (LOGO)	Registered Filed: 10/30/2012 Serial #: 85/766,770	Registered: 1/7/2014 Reg. #: 4,463,862	Next Priority 1 Due: Section 8 or 71 Renewal Due-USA	1/7/2020
6592000/87113	US Trademark	US	Title: 360 lightning (logo) Priefert Mfg. Co, Inc. TM: 360 lightning (logo)	Registered Filed: 6/7/2013 Serial #: 85/953,573	Registered: 1/21/2014 Reg. #: 4,470,240	Next Priority 1 Due: Section 8 or 71 Renewal Due-USA	1/21/2020