

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543398

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
King Kutter, Inc.		09/27/2019	Corporation: ALABAMA
King Kutter II, Inc.		09/27/2019	Corporation: OHIO

RECEIVING PARTY DATA

Name:	Synovus Bank
Street Address:	800 Shades Creek Parkway
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35209
Entity Type:	Corporation: GEORGIA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2888667	TP
Registration Number:	1871029	KING KUTTER
Registration Number:	2123149	KINGKUTTER INCORPORATED
Registration Number:	4192744	TAYLOR-WAY
Registration Number:	4192745	TAYLOR PITTSBURGH
Registration Number:	2533271	KING KUTTER II ALL GEAR DRIVEN INCORPORA
Registration Number:	4024945	KING KUTTER
Registration Number:	4500356	QUIK-TACH
Registration Number:	2718046	PRO-HAUL
Serial Number:	87525824	TO THE POWER OF X
Serial Number:	87525813	POWER TO THE X
Serial Number:	87525806	THE POWER OF AN X
Serial Number:	87525788	X-FRAME
Registration Number:	5610913	PRO-HAUL

CORRESPONDENCE DATA

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***TRADEMARK**

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 205-380-2643
Email: lgibbons@gibbonslawllc.com
Correspondent Name: Liz Gibbons
Address Line 1: 1200 Corporate Drive, Suite 150
Address Line 4: Birmingham, ALABAMA 35242

NAME OF SUBMITTER:	Liz Gibbons
SIGNATURE:	/Liz Gibbons/
DATE SIGNED:	10/01/2019

Total Attachments: 12
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**AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY
AGREEMENT**

THIS AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 27, 2019, is made by and among **KING KUTTER, INC.**, an Alabama corporation ("King Kutter"), **KING KUTTER II, INC.**, an Ohio corporation ("King Kutter II") (King Kutter and King Kutter II sometimes hereinafter referred to collectively as the "Borrowers"), and **SYNOVUS BANK**, a Georgia banking corporation (the "Bank"). Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in that certain Amended and Restated Credit Agreement of even date herewith among Borrowers and Bank (as the same may be amended from time to time, the "Credit Agreement"). This Agreement amends and restates in its entirety that certain Patent and Trademark Security Agreement dated as of November 4, 2011 among Borrower and Bank, and recorded in the United States Patent and Trademark Office on November 9, 2011 in (i) Reel 027212 at Frame 0026, and (ii) Reel 4658 at Frame 0363, as amended from time to time.

W I T N E S S E T H:

WHEREAS, Borrowers have requested that Bank make available certain credit facilities to Borrowers pursuant to the Credit Agreement; and

WHEREAS, Bank is willing to make said credit facilities available to Borrowers on condition that, among other things, Borrowers execute and deliver to Bank this Agreement; and

WHEREAS, Borrowers desire to execute and deliver in favor of Bank this Agreement for the purposes and on the terms hereinafter stated;

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of the premises, Borrowers hereby agree with Bank as follows:

1. To secure the payment and performance of the Obligations, Borrowers hereby pledge, assign and grant to Bank a continuing security interest in and Lien upon all of the following property of Borrowers, whether now owned or existing or hereafter acquired (the "Intellectual Property Collateral"):

(a) All trademarks, trademark registrations, tradenames, trademark applications, patents, patent applications, copyrights, trade secrets, and other intellectual property of Borrowers, including, without limitation, the registered United States trademarks, issued United States patents, United States trademark applications, and United States patent applications (as applicable) listed on Schedule A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) any and all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames, trademark applications, patents and patent applications, together with the items described in

clauses (i)-(iv), are hereinafter collectively referred to collectively as the "Patents and Trademarks";

(b) The goodwill of Borrowers' business connected with and symbolized by the Patents and Trademarks; and

(c) All proceeds of the foregoing.

2. Borrowers represent and warrant that:

(a) As of the date hereof, each of the Patents and Trademarks is subsisting (other than those in the registration process) and has not been adjudged invalid or unenforceable, except as otherwise indicated on the Schedules attached hereto;

(b) As of the date hereof, no claim has been made that the use of any of the Patents and Trademarks does or may violate the rights of any third person; and

(c) Borrowers have the unqualified right to enter into this Agreement and perform its terms.

3. Borrowers covenant and agree that:

(a) Each Borrower is the sole and exclusive owner of the entire right, title and interest of such Borrower in and to the Patents and Trademarks, free and clear of any Liens, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by such Borrower not to sue third persons;

(b) Except with respect to Patents and Trademarks which Borrowers consider no longer needed or of little or no value, Borrowers have used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents and Trademarks, including, without limitation (provided such mark is still in use), filing an affidavit of use with the United States Patent and Trademark Office during the sixth (6th) year of registration and a renewal application during the year immediately preceding each ten (10) year anniversary of the registration date for each federally registered Trademark in the Patents and Trademarks, as required to prevent the registration from being cancelled, and paying maintenance fees at three and a half, seven and a half, and eleven and a half years after the issuance of each Patent in the Patents and Trademarks, as required to avoid cancellation of the Patents, and complying with any other legal requirements for maintaining the validity and enforceability of the Patents and Trademarks.

4. Borrowers agree that, until all of the Obligations have been satisfied in full, Borrowers will not enter into any agreement (including, without limitation, any license agreement) with respect to the Patents and Trademarks that is inconsistent with Borrowers' duties under this Agreement.

5. If, before the Obligations have been satisfied in full, any Borrower obtains the ownership rights to any new issued patents and/or registered trademarks, United States trademark application, or United States patent application, including, without limitation,

continuations or divisional applications of currently existing applications, or any renewal of any Patent or Trademark, then the provisions of paragraph 2 hereof shall automatically apply thereto, and Borrowers shall give Bank prompt notice thereof in writing. Borrowers authorize Bank to modify this Agreement by amending Schedule A to include any future issued patents and/or registered trademarks and United States patent applications and/or United States trademark applications within the definition of Patents and Trademarks under paragraph 2 hereof.

6. Upon and at any time after the occurrence of an Event of Default, Bank shall have, in addition to all other rights and remedies it has pursuant to this Agreement, all of the rights and remedies under the Loan Documents and all applicable Laws.

7. Each Borrower hereby makes, constitutes and appoints Bank (and any officer or agent of Bank as Bank may select) as such Borrower's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur: (i) endorse such Borrower's name on all applications, documents, papers and instruments necessary for Bank to use the Patents and Trademarks, (ii) grant or issue any exclusive or nonexclusive license under the Patents and Trademarks to anyone else, and (iii) assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone else. Each Borrower hereby ratifies all such actions on the part of Bank acting as said attorney-in-fact, as shall be necessary to perform or cause to be done those things set forth herein. This power of attorney shall be irrevocable until all Obligations have been satisfied in full and the Credit Agreement has been terminated.

8. Borrowers shall notify Bank in writing of infringements detected related to the Patents and Trademarks if the same might reasonably be expected to have a Material Adverse Effect. Borrowers shall have the duty to do any and all acts which are commercially reasonable and deemed necessary or desirable by Bank to preserve and maintain all rights in the Patents and Trademarks until the Obligations shall have been paid in full. Any expenses incurred in connection with the Patents and Trademarks applications or proceedings shall be borne by Borrowers. Except with respect to Patents and Trademarks which Borrowers consider no longer needed or of little or no value, Borrowers shall not abandon any registered trademark or issued patent without the consent of Bank.

9. Notwithstanding anything to the contrary contained in paragraph 8 hereof, upon not less than fifteen (15) days prior written notice to Borrowers, Bank shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Patents and Trademarks and any license thereunder, in which event Borrowers shall at the request of Bank do any and all lawful acts (including bringing suit) and execute any and all proper documents reasonably required by Bank to aid such enforcement, and Borrowers shall promptly, upon demand, reimburse and indemnify Bank for all out-of-pocket costs and expenses incurred in the exercise of Bank's rights under this paragraph 9. Nothing herein shall be deemed to prohibit Borrowers from bringing any such suit in its own name at any time that an Event of Default does not exist, if Bank declines to institute such suit.

10. If any Borrower fails to comply with any of its obligations hereunder within fifteen (15) days of written notice from Bank, to the extent permitted by applicable Law, Bank may do so in such Borrower's name or in Bank's name, and Borrowers agree to reimburse Bank in full for all out-of-pocket expenses, including Attorneys' Fees, incurred by Bank in

prosecuting, defending or maintaining the Patents and Trademarks or Bank's interest therein pursuant to this Agreement.

11. All of Bank's rights and remedies with respect to the Patents and Trademarks, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

12. No course of dealing between Borrowers and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. This Agreement is entered into and performable in Jefferson County, Alabama, and the substantive Laws, without giving effect to principles of conflict of laws, of the United States and the State of Alabama shall govern the construction of this Agreement and the documents executed and delivered pursuant hereto, and the rights and remedies of the parties hereto and thereto, except to the extent that the Uniform Commercial Code or other applicable Law requires that the perfection, the effect of perfection or non-perfection, the priority of Bank's Lien under the Loan Documents, or the enforcement of certain of Bank's remedies with respect to the Collateral, be governed by the Laws of another Jurisdiction.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

* * * * *

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

BORROWERS:

KING KUTTER, INC.
an Alabama corporation

By: [Signature]
J. Phillip Fraley, its President

KING KUTTER II, INC.,
an Ohio corporation

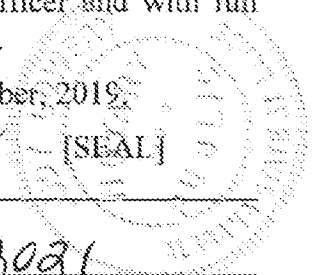
By: [Signature]
J. Phillip Fraley, its Vice President

STATE OF ALABAMA
COUNTY OF Marion

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that J. Phillip Fraley, whose name as President of King Kutter, Inc., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 16th day of September, 2019.

[Signature]
Notary Public
My Commission Expires: 1/20/2021

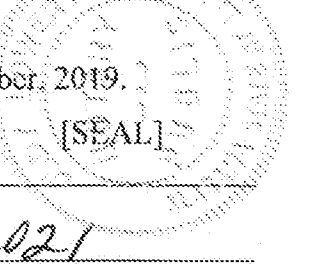


STATE OF ALABAMA
COUNTY OF Marion

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that J. Phillip Fraley, whose name as Vice President of King Kutter II, Inc., an Ohio corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 16th day of September, 2019.

[Signature]
Notary Public
My Commission Expires: 1/20/2021



ACCEPTED BY:

SYNOVUS BANK,
a Georgia banking corporation,

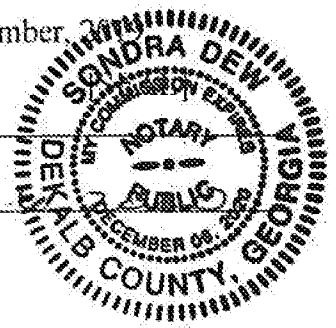
By: *Charles C. Clark*
Its: Director

STATE OF ~~ALABAMA~~ ^{Georgia}
COUNTY OF DeKalb

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles C. Clark, whose name as Director of Synovus Bank, a Georgia banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal, this the 24 day of September,

Sandra Dew
Notary Public
My Commission Expires: Dec



SCHEDULE A
DESCRIPTION OF PATENTS AND TRADEMARKS

See attached

King Kutter, Inc. and King Kutter II, Inc.
Status of Patents/Patent Applications
As of September 11, 2019

Patent Invention/Title	Owner	Atty File #	Date Filed	App. #	Patent #	General Status	Comments/Filing Deadlines
Tiller Design	KK	202873-301027	03/23/2009	29/334,247	D607,017	Issued	-
Tiller Apparatus and Method Non-Provisional	KK	202873-301013	09/29/2009	12/569,681	7,814,984	Issued	Final Maintenance Fee due April 19, 2022
Tiller Continuation	KK	202873-301033	09/08/2010	12/877,854	8,181,711	Issued	2nd Maintenance Fee due November 22, 2019
Mower with Longitudinal Baffles Non-Provisional	KK	202873-301025	06/07/2010	12/795,097	8,186,139	Issued	2nd Maintenance Fee due November 29, 2019
Trailer with Multi-Positional Gate Design	KK	202873-301049	09/13/2011	29/401,569	D664,476	Issued	-
Implement Support Stand Non-Provisional	KK	202873-301017	07/02/2010	12/829,992	8,261,846	Issued	2nd Maintenance Fee due March 11, 2020
Rotary Cutter Design	KK	202873-301055	03/23/2012	29/416,580	D670,315	Issued	-
Weed Cutter Non-Provisional	KK	202873-301053	03/23/2010	12/730,025	8,316,627	Issued	2nd Maintenance Fee due May 27, 2020
Concave Deck Flexible Hitch Cutter Non-Provisional	KK	202873-301011	10/21/2009	12/603,408	8,393,136	Issued	2nd Maintenance Fee due September 12, 2020
Implement Support Stand Continuation	KK	202873-301059	08/08/2012	13/569,920	8,496,071	Issued	2nd Maintenance Fee due January 30, 2021


King Kutter, Inc. and King Kutter II, Inc.
Status of Patents/Patent Applications
As of September 11, 2019

Patent Invention/Title	Owner	Atty File #	Date Filed	App. #	Patent #	General Status	Comments/Filing Deadlines
Trailer with Multi-Positional Gate Non-Provisional	KK	202873-301051	09/12/2011	13/230,144	8,500,184	Issued	2nd Maintenance Fee due February 6, 2021
Track Scraper Continuation-in-Part	KK	202873-301045	07/28/2011	13/193,298	8,657,384	Issued	2nd Maintenance Fee due August 25, 2021
Concave Deck Flexible Hitch Cutter Continuation	KK	202873-301063	02/18/2013	13/769,765	9,049,815	Issued	2nd Maintenance Fee due December 9, 2022
Gearbox Lock Mechanism Non-Provisional	KK	202873-301070	01/16/2014	14/157,236	9,163,382	Issued	2nd Maintenance Fee due April 20, 2023
Stump Cutter Non-Provisional	KK	202873-301030	10/29/2010	12/916,176	9,456,558	Issued	1st Maintenance Fee due April 4, 2020
Post Hole Digger Non-Provisional	KK	202873-301046	07/13/2012	13/548,836	9,834,999	Issued	1st Maintenance Fee due June 5, 2021
Container Mobility Lift Non-Provisional	KKII	202873-301079	05/01/2017	15/583,485	-	Pending	Response to Final Office Action Due November 30, 2019 (Need to file assignment to KKII)
Container Handler Trailer Non-Provisional	KKII	202873-301082	09/28/2017	15/718,867	-	Pending	Response to Non-Final Office Action Due November 14, 2019 (Need to file assignment to KKII)

King Kutter, Inc. and King Kutter II, Inc.
Status of Patents/Patent Applications
As of September 11, 2019

Patent Invention/Title	Owner	Atty File #	Date Filed	App. #	Patent #	General Status	Comments/Filing Deadlines
Yard Trailer with Lift and Alignment Mechanism Non-Provisional	KKII	202873-301086/ 202889-301018	05/25/2018	15/990,119	-	Pending	Awaiting First Office Action
X-Frame Chassis for Trailer Non-Provisional	KKII	202873-301087/ 202889-301019	07/06/2018	16/029,247	-	Pending	Awaiting First Office Action (Need to file assignment from inventors to King Kutter II)
Road Trailer with Lift Frame for Transporting and Deploying Legged Containers	KKII	202889-301020	10/10/2018	16/156,416	-	Pending	Response to Non-Final Office Action Due September 13, 2019 (Need to file assignment from inventors to King Kutter II)
Air Powered Landing Gear Provisional	KK	202889-301021	03/14/2019	62/818,560		Pending	Non-Provisional filing deadline March 14, 2020

King Kutter, Inc. and King Kutter II, Inc.
Status of Trademarks
As of September 11, 2019

Mark	Owner	Atty File #	Date Filed	App. #	Reg. #	General Status	Comments / Filing Deadlines
	King Kutter, Inc.	202873-301072	09/17/2003	76-545,437	2,888,667	Registered	Renewal due September 28, 2024
	King Kutter, Inc.	202873-301014	11/22/1993	74-460,904	1,871,029	Registered	Renewal due January 3, 2025
	King Kutter, Inc.	202873-301001	08/05/1996	75-149,685	2,123,149	Registered	Renewal due December 23, 2027
TAYLOR-WAY	King Kutter, Inc.	202873-301038	02/28/2011	85-253,795	4,192,744	Registered	Renewal due August 21, 2022
TAYLOR PITTSBURGH	King Kutter, Inc.	202873-301039	02/28/2011	85-253,797	4,192,745	Registered	Renewal due August 21, 2022
	King Kutter, Inc.	202873-301028	02/26/1999	75-650,499	2,533,271	Registered	Renewal due January 29, 2022
KING KUTTER	King Kutter, Inc.	202873-301020	07/23/2010	85-091,837	4,024,945	Registered	Renewal due September 13, 2021
QUIK-TACH	King Kutter, Inc.	202873-301064	12/12/2012	85-800,949	4,500,356	Registered	Affidavit of Use due March 25, 2020
PRO-HAUL	King Kutter II, Inc.	202889-301002	12/19/2001	76-353,216	2,718,046	Registered	Renewal due May 20, 2023
TO THE POWER OF X	King Kutter II, Inc.	202889-301016	07/12/2017	87-525,824		Allowed	Statement of Use or extension request due

King Kutter, Inc. and King Kutter II, Inc.
Status of Trademarks
As of September 11, 2019

Mark	Owner	Atty File #	Date Filed	App. #	Reg. #	General Status	Comments / Filing Deadlines
							January 30, 2020 <i>Final filing deadline</i> January 30, 2021
POWER TO THE X	King Kutter II, Inc.	202889-301015	07/12/2017	87-525,813		Allowed	Statement of Use or extension request due January 30, 2020 <i>Final filing deadline</i> January 30, 2021
THE POWER OF AN X	King Kutter II, Inc.	202889-301014	07/12/2017	87-525,806		Allowed	Statement of Use or extension request due January 30, 2020 <i>Final filing deadline</i> January 30, 2021
X-FRAME	King Kutter II, Inc.	202889-301013	07/12/2017	87-525,788		Pending	Response to Office action due November 30, 2019
PRO-HAUL	King Kutter II, Inc.	202889-301017	03/30/2018	87-857,296	5,610,913	Registered	Affidavit of Use due November 20, 2024