

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM739104

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bigham Brothers, Inc.		06/30/2022	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lighthouse Financial Corp.		
<b>Street Address:</b>	925 West Market Street		
<b>City:</b>	Greensboro		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27401		
<b>Entity Type:</b>	Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85617413	MODEL 888	
<b>Registration Number:</b>	4030271	TERRATILL	
<b>Registration Number:</b>	3692193	ONE AND DONE	
<b>Registration Number:</b>	3182255	STACK LOCK	
<b>Registration Number:</b>	1774935	ROW TOPPER	
<b>Registration Number:</b>	1310794	LILLISTON	
<b>Registration Number:</b>	0936031	L	
<b>Registration Number:</b>	0852254	ROLLING CULTIVATOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	216-621-0150		
<b>Email:</b>	epeters@hahnlaw.com		
<b>Correspondent Name:</b>	HAHN LOESER & PARKS LLP		
<b>Address Line 1:</b>	200 PUBLIC SQUARE, SUITE 2800		
<b>Address Line 4:</b>	CLEVELAND, OHIO 44114		
<b>NAME OF SUBMITTER:</b>	Ethan J. Peters		
<b>SIGNATURE:</b>	/Ethan J. Peters/		

CH \$215.00 85617413

**DATE SIGNED:**

07/06/2022

**Total Attachments: 10**

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June 30, 2022

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made this 30th day of June, 2022, by and among BIGHAM BROTHERS, INC., a Texas corporation ("BBI"), PITONYAK MACHINERY CORPORATION, an Arkansas corporation ("PMC" and jointly, severally and collectively with BBI, the "Borrowers" and, each individually a "Borrower"), and LIGHTHOUSE FINANCIAL CORP., a North Carolina corporation ("Lender").

Recitals

The Borrowers desire to obtain loans and other financial accommodations pursuant to that certain Loan and Security Agreement dated as of June 30, 2022 (as at any time amended, the "Loan Agreement") by and among the Borrowers and Lender.

Lender is willing to make loans and other financial accommodations to the Borrowers from time to time pursuant to the terms of the Loan Agreement provided that the Borrowers execute this Agreement.

Agreement

NOW, THEREFORE, in consideration of the terms and conditions contained the Loan Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers hereby agree with Lender as follows:

1. Definitions. Capitalized terms used herein but not defined below shall have the meanings ascribed to them in the Loan Agreement. The following terms shall have the meanings as set forth below:

"Copyrights" shall mean the entire right, title and interest of the Borrowers in and to the copyrights and copyright applications listed on Schedule A hereto (as the same may be amended from time to time); all continuations, renewals and extensions thereof; all proceeds thereof; the right to sue for past, present and future infringements thereof; and all rights corresponding thereto throughout the world.

"Full Payment" shall mean full and final payment of the Obligations and termination of the Loan Agreement.

"Government Unit" shall mean, with respect to the government of the United States, a State of the United States or a foreign country (a "government") (a) a subdivision, agency, department, county, parish, municipality or other unit of such government, or (b) an entity exercising executive, legislative, judicial, taxing, law enforcement, regulatory or administrative powers or functions of or pertaining to such government.

"Patents" shall mean the entire right, title and interest of the Borrowers in and to the patents and patent applications listed on Schedule A hereto (as the same may be amended from time to time); all re-issues, divisions, continuations, renewals, and extensions thereof; all proceeds thereof; the right to sue for past, present and future infringements thereof; and all rights corresponding thereto throughout the world.

"Trademarks" shall mean the entire right, title and interest of the Borrowers in and to the trademarks and service marks and the trademark and service mark applications listed on Schedule A hereto (as the same may be amended from time to time); all continuations, renewals and extensions thereof; the goodwill of the Borrowers' business associated therewith; all proceeds thereof; the right to sue for past, present and future infringements thereof; and all rights corresponding thereto throughout the world.

2. Grant of Security Interest. To secure the prompt payment and performance of all of the Obligations, the Borrowers hereby grant, assign and pledge to Lender a continuing security interest in and liens upon the Copyrights, Patents and Trademarks.

3. Representations, Warranties and Agreements. The Borrowers represent, warrant and agree that:

(a) Each Copyright, Patent and Trademark is subsisting, has not been adjudged invalid or unenforceable, and is not subject to any infringement of which the Borrowers are aware;

(b) The Borrowers have, and will continue to have, absolute and exclusive title to each Copyright, Patent and Trademark free and clear of any liens other than Permitted Liens;

(c) The Borrowers have used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Copyrights, Patents and Trademarks and have made, and will continue to make, all appropriate filings with the Library of Congress, the United States Patent and Trademark Office and any other appropriate filing office in order to maintain protection with respect to each Copyright, Patent and Trademark;

(d) Until Full Payment has been made, the Borrowers shall not enter into any license agreement relating to any Copyright, Patent or Trademark with any Person, except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of the Borrowers in the regular and ordinary course of the Borrowers' business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with the Borrowers' obligations under this Agreement;

(e) The Borrowers shall use commercially reasonable efforts to detect any infringement of any Copyright, Patent or Trademark and shall notify Lender in writing of any material infringement detected;

(f) The Borrowers shall not abandon any Copyright, Patent or Trademark or any pending application for a copyright, patent or trademark without the prior written consent of Lender, unless the Borrowers have reasonably determined that such Copyright, Patent or Trademark or application for a copyright, patent or trademark is no longer material to the conduct of its business;

(g) The Borrowers shall promptly notify Lender of any adverse determination or material development regarding any of the Borrowers' copyright, patent or trademark applications; and

(h) The Borrowers have the unqualified right to enter into and perform this Agreement.

4. Additional Copyrights, Patents or Trademarks. If, before Full Payment has been made, the Borrowers obtain rights to, or become entitled to the benefit of, (i) any copyrights or copyright applications not listed on Schedule A hereto, (ii) any new patentable inventions or any patents or patent applications not listed on Schedule A hereto or (iii) any trademarks or trademark applications not listed on Schedule A hereto, the provisions of Section 2 hereof shall automatically apply thereto, along with the balance of this Agreement, and the Borrowers shall give to Lender prompt notice thereof in writing. Furthermore, the Borrowers irrevocably authorize and empower Lender to modify this Agreement at any time by amending Schedule A, as appropriate, to include any copyrights, patents or trademarks or applications for copyrights, patents or trademarks which the Borrowers gain ownership or control of after the date hereof.

5. Lender's Rights and Remedies. At any time that an Event of Default exists, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any of its rights or remedies under the Loan Agreement or the other Loan Documents.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of any or all of the Copyrights, Patents and Trademarks.

(c) Lender may enforce the Copyrights, Patents and the Trademarks and any license relating to the Copyrights, Patents and the Trademarks. If Lender shall commence any action for such enforcement, the Borrowers shall, at the request of Lender, do any lawful acts and execute any proper documents requested by Lender in aid of such enforcement.

All of Lender's rights and remedies with respect to the Copyrights, Patents and Trademarks, whether established by this Agreement or any of the other Loan Documents or by applicable law, shall be cumulative and may be exercised singularly or concurrently.

6. Power of Attorney. The Borrowers hereby make, constitute and appoint Lender or Lender's delegate as the Borrowers' true and lawful attorney-in-fact, with full power to do any or all of the following at any time that an Event of Default has occurred and is continuing: (a) endorse the Borrowers' name on all applications, documents, papers and instruments necessary for Lender to use or continue the maintenance or existence of any of the Copyrights, Patents or the Trademarks; (b) grant or issue any exclusive or nonexclusive license with respect to any Copyrights, Patents or Trademarks to any other Person; and (c) assign, pledge, convey or otherwise transfer title in or dispose of any of the Copyrights, Patents or Trademarks to any other Person. The Borrowers hereby ratify all that Lender, in its capacity as the Borrowers' attorney-in-fact, shall lawfully do or cause to be done by virtue of this Section 6. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment has been made.

7. Limitation of Lender's Obligations. Lender shall have no duty or obligation at any time to protect or preserve any of the Copyrights, Patents or Trademarks.

8. Costs and Expenses. The Borrowers shall pay on demand all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by Lender in the preparation of this Agreement or any related documents or incurred by Lender in connection with Lender's taking action under Sections 5 and 6 hereof, or, if any such cost or expense is paid by Lender in its sole discretion, the Borrowers shall reimburse Lender promptly after receipt of written demand (and, until so paid, such amount shall be added to the principal amount of the Obligations and shall bear interest under the terms of the Loan Agreement).

9. No Waiver. No course of dealing between the Borrowers and Lender, nor any failure by Lender to exercise, nor any delay in exercising, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver of any such right, power or privilege. The partial exercise of any right, power or privilege of Lender shall not preclude any future exercise of such right, power or privilege or the exercise of any other right, power or privilege. Nothing contained in this Agreement limits or shall be deemed to limit any right or remedy of Lender under any of the other Loan Documents.

10. Severability. 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, the same shall be deemed severed herefrom and shall not in any manner affect such clause or provisions in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

11. Merger and Modification. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement, including without limitation the instant section, is subject to modification only by writing signed by the parties, except as provided in Section 4 hereof.

12. Successor and Assigns; Assignment by the Borrowers. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors and permitted assigns of the Borrowers. The Borrowers shall not assign their rights or delegate their rights or assign their duties hereunder without the prior written consent of Lender.

13. Notice of Acceptance. The Borrowers hereby waive notice of Lender's acceptance hereof.

14. Governing Law. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of North Carolina without regard for its conflicts of law principles save for such conflicts of law principles providing for the enforcement of the parties' selection of the laws of the State of North Carolina.

15. Consent to Forum. AS PART OF THE CONSIDERATION FOR NEW VALUE RECEIVED, AND REGARDLESS OF ANY PRESENT OR FUTURE DOMICILE OR PRINCIPAL PLACE OF BUSINESS OF ANY BORROWER OR LENDER, BORROWERS HEREBY CONSENT AND AGREE THAT THE SUPERIOR COURT OF GUILFORD COUNTY, NORTH CAROLINA, OR, AT LENDER'S OPTION, THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF NORTH CAROLINA, GREENSBORO DIVISION, SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN ANY BORROWER AND LENDER PERTAINING TO THIS AGREEMENT OR TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT. BORROWERS EXPRESSLY SUBMIT AND CONSENT IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND BORROWERS HEREBY WAIVE ANY OBJECTION WHICH BORROWERS MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. BORROWERS HEREBY WAIVE PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREE THAT SERVICE OF SUCH SUMMONS, COMPLAINT AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO BORROWERS AT THE ADDRESS SET FORTH IN THIS AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF BORROWERS' ACTUAL RECEIPT THEREOF OR THREE (3) DAYS AFTER DEPOSIT IN THE

U.S. MAILS, PROPER POSTAGE PREPAID. NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO AFFECT THE RIGHT OF LENDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW, OR TO PRECLUDE THE ENFORCEMENT BY LENDER OF ANY JUDGMENT OR ORDER OBTAINED IN SUCH FORUM OR THE TAKING OF ANY ACTION UNDER THIS AGREEMENT TO ENFORCE SAME IN ANY OTHER APPROPRIATE FORUM OR JURISDICTION.

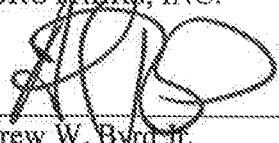
16. **WAIVER OF JURY TRIAL.** BORROWERS HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION ARISING HEREUNDER OR IN ANY WAY CONNECTED WITH OR INCIDENTAL TO THE DEALINGS OF THE PARTIES WITH RESPECT HERETO OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. BORROWERS HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT LENDER MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF BORROWERS TO THE WAIVER OF THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY.

[Signatures commence on following page]

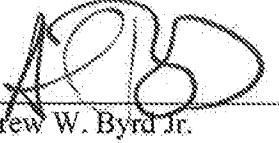
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal in their corporate or company names by their duly authorized corporate officers as of the date first above written.

BORROWERS:

BIGHAM BROTHERS, INC.

By:   
Name: Andrew W. Byrd Jr.  
Title: Secretary

PITONYAK MACHINERY CORPORATION

By:   
Name: Andrew W. Byrd Jr.  
Title: Secretary

LENDER:

LIGHTHOUSE FINANCIAL CORP.

By: \_\_\_\_\_  
Name: Mark Walling  
Title: Executive Vice President

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 007771 FRAME: 0355**



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal in their corporate or company names by their duly authorized corporate officers as of the date first above written.

BORROWERS:

BIGHAM BROTHERS, INC.

By: \_\_\_\_\_  
Name: Andrew W. Byrd  
Title: Secretary

PITONYAK MACHINERY CORPORATION

By: \_\_\_\_\_  
Name: Andrew W. Byrd  
Title: Secretary

LENDER:

LIGHTHOUSE FINANCIAL CORP.

By:  \_\_\_\_\_  
Name: Mark Walling  
Title: Executive Vice President

SCHEDULE A

**Intellectual Property**

(i) U.S. Patents and Patent Applications


<b>Title</b>	<b>Serial No. Patent No.</b>	<b>Filing Date Issue Date</b>	<b>Owner</b>
Transport lock joint for stack fold toolbar	11/095801	3/31/2005	Bigham Brothers, Inc.
	7,467,668	12/23/2008	
Tillage Tool with Auto-Reset Linkage and Method of Use	14/281,748	05/19/2014	Bigham Brothers, Inc.
Folding Implement for the Preparation of Seed Beds	14/335,755	07/18/2014	Bigham Brothers, Inc.
Adjustable Multiple Row Agricultural Implement	14/854,033	09/14/2015	Bigham Brothers, Inc.
Folding Furrow Roller for the Preparation of Seed Beds	10/775401	02/10/2004	Pitonyak Machinery Corporation
	7021397	04/04/2006	
Grain Cart Auger Construction	10/893620	07/16/2004	Pitonyak Machinery Corporation
	7168554	01/30/2007	
Grain Cart and Auger Construction	11/668386	01/29/2007	Pitonyak Machinery Corporation
	7287639	10/30/2007	
Furrow Clearing Apparatus for the Preparation of Seed Beds	11/837288	08/10/2007	Pitonyak Machinery Corporation
	7621341	11/24/2009	
Design Patent – Folding Hipper Roller	29/188625	08/22/2003	Pitonyak Machinery Corporation
	D490087	05/18/2004	
Furrow Clearing Apparatus for the Preparation of Seed Beds*	12/576979	10/09/2009	Pitonyak Machinery Corporation
	7975775	07/12/2011	
Folding Furrow Crumbler for the Preparation of Seed Beds*	61/674177	07/20/2012	Pitonyak Machinery Corporation
Folding Implement	61/847,938	07/18/2013	Pitonyak Machinery



for the Preparation of Seed Beds*			Corporation
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\*Expired

(ii) Trademarks

1. U.S. Trademark Applications and Registrations:

Mark	Serial No. Reg. No.	Filing Date Reg. Date	Owner
MODEL 888*	85617413	5/4/2012	Bigham Brothers, Inc.
TERRATILL	77721909	4/24/2009	Bigham Brothers, Inc.
	4030271	9/27/2011	
ONE AND DONE	77694650	3/19/2009	Bigham Brothers, Inc.
	3692193	10/6/2009	
STACK LOCK	76635427	4/8/2005	Bigham Brothers, Inc.
	3182255	12/12/2006	
ROW TOPPER*	74298221	7/24/1992	Bigham Brothers, Inc.
	1774935	6/8/1993	
LILLISTON	73439022	8/12/1983	Bigham Brothers, Inc.
	1310794	12/25/1984	
L & Design	72385979	3/10/1971	Bigham Brothers, Inc.
	0936031	6/20/1972	
ROLLING CULTIVATOR	72256567	10/17/1966	Bigham Brothers, Inc.
	0852254	7/6/1968	
HIPPER ROLLER	78/315297	78/315297	Pitonyak Machinery Corporation
	3032877	3032877	
HIPPER CHOPPER	78/900910	78/900910	Pitonyak Machinery Corporation
	3393338	3393338	
HIPPER TUMBLER	85/278984	85/278984	Pitonyak Machinery

	4097184	4097184	Corporation
TUMBLER	85/278989	85/278989	Pitonyak Machinery Corporation
	4119775	4119775	Corporation
	75/252350	03/05/1997	Pitonyak Machinery Corporation
	2147560	03/31/1998	Corporation
	76/476608	12/18/2002	Pitonyak Machinery Corporation
	2788564	12/02/2003	Corporation
THE MOST TRUSTED MANUFACTURER IN FARM IMPLEMENT S SINCE 1913*	85/742786	10/01/2012	Pitonyak Machinery Corporation
PMC*	85/829992	01/23/2013	Pitonyak Machinery Corporation

\*Abandoned

2. Material Unregistered Trademarks: Bigham Brothers, BBi (used on bolt heads), BBI, and R&J.
3. Internet Domain Names: bighambrothers.com

(iii) Copyrights

1. Registered Copyrights: None.
2. Material Unregistered Copyrights: price lists, company literature, set up instructions, operator manuals, advertisements, and advertising copy.