

06-07-2001



101741428

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

JUN - 4 - 01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type		Conveyance Type	
<input checked="" type="checkbox"/> New		<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Resubmission (Non-Recordation)	Document ID # <input type="text"/>	<input checked="" type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment
<input type="checkbox"/> Correction of PTO Error	Reel # <input type="text"/> Frame # <input type="text"/>	<input type="checkbox"/> Merger	Effective Date Month Day Year <input type="text"/>
<input type="checkbox"/> Corrective Document	Reel # <input type="text"/> Frame # <input type="text"/>	<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other	<input type="text"/>

Conveying Party Mark if additional names of conveying parties attached

Name Execution Date Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002309 FRAME: 0447

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="76/164,882"/>	<input type="text" value="75/749,870"/>	<input type="text" value="75/761,378"/>	<input type="text" value="0,996,259"/>	<input type="text" value="1,651,209"/>	<input type="text" value="1,656,973"/>
<input type="text" value="75/888,253"/>	<input type="text" value="76/045,482"/>	<input type="text"/>	<input type="text" value="1,660,403"/>	<input type="text" value="1,871,331"/>	<input type="text" value="1,933,087"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,020,379"/>	<input type="text" value="2,084,895"/>	<input type="text" value="2,092,095"/>

Number of Properties

Enter the total number of properties involved

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Daniel A. Crowe

Name of Person Signing

Signature

5/31/01

Date Signed

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Enter Additional Conveying Party

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Trademark Applications Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

2,119,941	2,130,270	2,192,071
2,192,072	2,227,348	2,288,376
2,340,685		

GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, CENTRAL FIBER CORPORATION, a Kansas corporation (the "**Grantor**"), having its chief executive office at 4814 Fiber Lane, Wellsville, Kansas 66091, is the owner of all right, title and interest in and to the trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith, set forth on Schedule A attached hereto;

WHEREAS, LASALLE BUSINESS CREDIT, INC., a Delaware corporation, having its principal offices at 135 South LaSalle Street, Suite 400, Chicago, Illinois 60603 (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to assign and grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith, described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and subject to the terms and conditions of the Trademark, Patent and Copyright Security Agreement, dated as of March 14, 2001, between the Grantor and the Grantee (as amended from time to time, the "**Security Agreement**"), the Grantor hereby assigns and grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) all of Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) all of Grantor's rights, title and interest in and to the patents (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement) and products of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security

Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 9 day of March, 2001.

GRANTOR:

CENTRAL FIBER CORPORATION,
a Kansas corporation

By: Donald W. Meeker
Name: Donald W. Meeker
Title: President and CEO

LENDER:

LASALLE BUSINESS CREDIT, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security interest as of the ____ day of March, 2001.

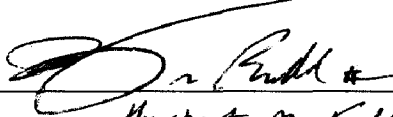
GRANTOR:

CENTRAL FIBER CORPORATION,
a Kansas corporation

By: _____
Name: _____
Title: _____

LENDER:

LASALLE BUSINESS CREDIT, INC.,
a Delaware corporation

By:  _____
Name: Herbert M. Kill
Title: SVP

STATE OF Missouri)

COUNTY OF Jackson)

On this 9 day of March, 2001, before me personally came Donald W. Meek to me known, who, being by me duly sworn did depose and say that he is the President of CENTRAL FIBER CORPORATION, a Kansas corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

JOAN L. WILL
Notary Public - Notary Seal
STATE OF MISSOURI
Platte County
My Commission Expires Aug. 4, 2003

Joan Will
Notary Public

My Commission Expires: _____

STATE OF _____)

COUNTY OF _____)

On this ____ day of March, 2001, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he is the _____ of LASALLE BUSINESS CREDIT, INC., a Delaware corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

STATE OF _____)
)
COUNTY OF _____)

On this ____ day of March, 2001, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he is the _____ of CENTRAL FIBER CORPORATION, a Kansas corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

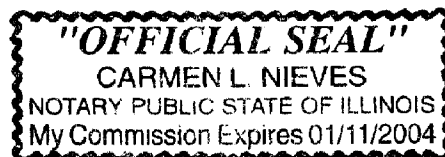
STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 13th day of March, 2001, before me personally came HERBERT M. KIDD, II, to me known, who, being by me duly sworn did depose and say that he is the SE. V.P. of LASALLE BUSINESS CREDIT, INC., a Delaware corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Carmen L Nieves
Notary Public

My Commission Expires: 1/11/2004



SCHEDULE A

TRADEMARKS

PATENTS

INTELLECTUAL PROPERTY

ISSUED U.S. PATENTS				
Serial No.	Filing Date	Patent No.	Issue Date	Title
673,750 (07/)	03/22/1991	5,201,473	04/13/1993	Dry Material Feeder and Measuring Device

U.S. TRADEMARKS				
Serial No.	Filing Date	Reg. No.	Reg. Date	Mark
76,164,882	11/14/2000			EASY MIX
749,870(75/)	07/14/1999			CENFLO
761,378(75/)	07/26/1999			AGRITHERM
888,253(75/)	01/05/2000			FAST TRACK
76/045,482	05/10/2000			WINDGARD
72,456,723	05/07/1973	0,996,259	10/22/1974	SHELTER SHIELD
005,157(74/)	11/27/1989	1,651,209	07/16/1991	AS NATURE INTENDED...ONLY BETTER (Class 1)
005,158(74/)	11/27/1989	1,656,973	09/10/1991	SECOND NATURE (Class 1)
74,005,155	11/27/1989	1,660,403	10/08/1991	SECOND NATURE and DESIGN (Class 1)
480,112(74/)	01/18/1994	1,871,331	01/03/1995	CLEAN
596,189(74/)	11/07/1994	1,933,087	11/07/1995	CENCELL
699,108(74/)	07/10/1995	2,020,379	12/03/1996	TOPCOAT
049,090(75/)	01/26/1996	2,084,895	07/29/1997	SPRAYMATT
049,091(75/)	01/26/1996	2,092,095	08/26/1997	SPRAYMATT and Design
225,300(75/)	01/13/1997	2,119,941	12/09/1997	CHEAPER THAN DIRT
209,763(75/)	12/09/1996	2,130,270	01/20/1998	DESIGN (Koala Bear)
306,542(75/)	06/10/1997	2,192,071	09/29/1998	CENTRAL FIBER CORPORATION
306,574(75/)	06/10/1997	2,192,072	09/29/1998	CENTRAL FIBER CORPORATION and Design
305,955(75/)	06/10/1997	2,227,348	03/02/1999	SHELTER SHIELD and Design
218,958(75/)	12/27/1996	2,288,376	10/26/1999	CONTRACTOR'S CHOICE
646,313(75/)	02/23/1999	2,340,685	04/11/2000	XCELL