

09-06-2001

8-31-01



RECOF 101834818  
**TRADEMARKS ONLY**

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

**Submission Type**

New

Resubmission (Non-Recordation)  
Document ID #

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

**Conveyance Type**

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Effective Date  
Month Day Year

Merger

Change of Name

Other

**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

09/05/2001 LNUELLER 00000254 76199023  
01 FC:481 40.00 OF

FOR OFFICE USE ONLY

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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: 002362 FRAME: 0306

**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

(314) 259-2619

Name

Daniel A. Crowe, Esq.

Address (line 1)

Bryan Cave LLP

Address (line 2)

211 North Broadway

Address (line 3)

Suite 3600

Address (line 4)

St. Louis, Missouri 63102

**Pages**

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

#

7

**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)

76/199,023					

**Number of Properties**

Enter the total number of properties involved

#

1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

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:

#

02-4467

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

8-28-01

Date Signed

## 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  
the \_\_\_\_ day of March, 2001.

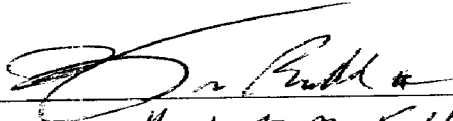
**GRANTOR:**

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  
STATE OF MISSOURI  
Platte County  
My Commission Expires Aug. 4, 2003

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**



SCHEDULE 13(w)

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
Not Yet Assigned	11/14/2000			
749,870(75/)	07/14/1999	-2,435,917		EASY MIX
761,378(75/)	07/26/1999		3/13/01	CENFLO
888,253(75/)	01/05/2000			AGRIHERM
045,482	05/10/2000			FAST TRACK
456,723	05/07/1973	0,996,259		WINDGARD
005,157(74/)	11/27/1989	1,651,209	10/22/1974	SHELTER SHIELD
005,158(74/)	11/27/1989	1,656,973	07/16/1991	AS NATURE INTENDED... ONLY BETTER (Class 1)
005,155	11/27/1989	1,660,403	09/10/1991	SECOND NATURE (Class 1)
<u>199,023(76/)</u>	<u>1/24/01</u>		10/08/1991	SECOND NATURE and DESIGN (Class 1)
480,112(74/)	01/18/1994	1,871,331		<u>SECOND NATURE AND DESIGN</u>
596,189(74/)	11/07/1994	1,933,087	01/03/1995	CLEAN
699,108(74/)	07/10/1995	2,020,379	11/07/1995	CENCELL
049,090(75/)	01/26/1996	2,084,895	12/03/1996	TOPCOAT
049,091(75/)	01/26/1996	2,092,095	07/29/1997	SPRAYMATT
225,300(75/)	01/13/1997	2,119,941	08/26/1997	SPRAYMATT and Design
209,763(75/)	12/09/1996	2,130,270	12/09/1997	CHEAPER THAN DIRT
306,542(75/)	06/10/1997	2,192,071	01/20/1998	DESIGN (Koala Bear)
305,955(75/)	06/10/1997	2,192,072	09/29/1998	CENTRAL FIBER CORPORATION
218,958(75/)	12/27/1996	2,227,348	03/02/1999	CENTRAL FIBER CORPORATION and Design
646,313(75/)	02/23/1999	2,340,685	10/26/1999	SHELTER SHIELD and Design
			04/11/2000	CONTRACTOR'S CHOICE
				XCELL

TRADEMARK

REEL: 002362 FRAME: 0314

RECORDED: 08/31/2001