

04-26-1999



101018667

PATENT

RECORDATION FORM COVER SHEET
PATENTS 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 ☒ Security Agreement

☐ License ☐ Change of Name

☐ Merger ☐ Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

☐ Departmental File ☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name (line 1) Orthman Manufacturing, Inc.

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) First National Bank of Omaha

Name (line 2)

Address (line 1) 1620 Dodge Street

Address (line 2)

Address (line 3) Omaha

NE

State/Country

68102

Zip Code

☐ 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 is attached. (Designation must be a separate document from Assignment.)

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)

FOR OFFICE USE ONLY

04/23/1999 VBROWN 00000127 5511623

01 FC:581

240.00 OP

Correspondent Name and Address

Area Code and Telephone Number 402-492-9200

Name Gary M. Gotsdiner

Address (line 1) McGill, Gotsdiner, Workman & Lepp, P.C.

Address (line 2) 11404 West Dodge Road

Address (line 3) Suite 500

Address (line 4) Omaha, NE 68154

Pages

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

7

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

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

Patent Application Number(s)

09149692

Patent Number(s)

5,511,623

5,542,190

5,664,632

5,607,611

5,408,756

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

6

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 240.00

Method of Payment:
Deposit Account

Enclosed ☒

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.

Keith A. Green

Name of Person Signing

Keith A. Green
Signature

4-9-99
Date

COLLATERAL PATENT, TRADEMARK AND LICENSE ASSIGNMENT

THIS COLLATERAL PATENT, TRADEMARK AND LICENSE ASSIGNMENT ("ASSIGNMENT") is made this 11th day of December, 1998, by Orthman Manufacturing, Inc., a Nebraska corporation ("ASSIGNOR"), with its chief executive office and principal place of business at P.O. Box B, Lexington, Nebraska 68850, in favor of First National Bank of Omaha, a national banking association ("ASSIGNEE") with its principal offices at 1620 Dodge Street, Omaha Nebraska 68102.

ASSIGNOR executed and delivered to ASSIGNEE an Amended & Restated Revolving Loan & Security Agreement, which includes a security agreement, dated February 12, 1997 (the "SECURITY AGREEMENT") which provides for the grant by ASSIGNOR to ASSIGNEE of a security interest in substantially all of the ASSIGNOR's general intangibles, including, without limitation, its patents, patent applications, trademarks, trademark applications, trade names, service marks, goodwill and licenses.

In consideration of the foregoing and for other good and valuable consideration, ASSIGNOR agrees as follows:

1. Incorporation of SECURITY AGREEMENT: The term and provisions of the SECURITY AGREEMENT are incorporated herein in their entirety by this reference.

2. Collateral ASSIGNMENT of Patents, Trademarks and Licenses: To secure the complete and timely satisfaction of all of ASSIGNOR's "OBLIGATIONS" (as defined in the SECURITY AGREEMENT) to ASSIGNEE, ASSIGNOR grants to ASSIGNEE a security interest, with power of sale, to the extent permitted by law, and assigns to ASSIGNEE, upon the occurrence of any Event of default (as defined in the SECURITY AGREEMENT), all of ASSIGNOR's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

- a. U.S. patents and U.S. patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those U.S. patents listed on Schedule A attached hereto and made a part hereof, and the reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all U.S. patents and U.S. patent applications, including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing hereinafter individually and/or collectively referred to as the "PATENTS");
- b. trademarks, trademark registrations, trade names, service marks, service mark registrations, service mark applications and trademark applications,

including, without limitation, trade names and applications listed on Schedule B attached hereto and made a part hereof, if any, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the rights to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, service marks, service mark registrations and applications, together with the items described in clauses (a) through (d), are sometimes hereinafter individually and/or collectively referred to as the "TRADEMARKS");

- c. any license agreement in which ASSIGNOR is or becomes licensed to use a patent or trade name, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, if any (the "LICENSES"); and
- d. the goodwill of ASSIGNOR's business connected with and symbolized by the TRADEMARKS.

3. New Patents, Trademarks and Licenses: ASSIGNOR represents and warrants that the PATENTS, TRADEMARKS and LICENSES listed on Schedules A, B and C, respectively, constitute all of the patents, trademarks, service marks, registrations, licenses and applications now owned by ASSIGNOR. If, before the Obligations shall have been satisfied in full, ASSIGNOR shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, service marks, service mark registrations or trade names or licenses, or (ii) become entitled to the benefit of any patent, license or trademark applications, trademark, trademark registrations, service marks, service mark registrations, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent or License, the Provisions of paragraph 2 above shall automatically apply thereto and ASSIGNOR shall give to ASSIGNEE prompt written notice thereof. ASSIGNOR authorizes ASSIGNEE to modify this ASSIGNMENT by amending Schedule A, B and/or C as applicable to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, service marks, service mark registrations, service mark applications, trade names, or licenses which are PATENTS or TRADEMARKS or LICENSES, as applicable, under paragraph 2 above, or under this paragraph 3.

4. Royalties, Terms: ASSIGNOR agrees that the use by ASSIGNEE of all PATENTS, TRADEMARKS and LICENSES as described above shall be worldwide and without any liability for royalties or other related charges from ASSIGNEE to ASSIGNOR. The term of the security interest and ASSIGNMENT granted herein shall

extend until the earlier of (i) the expiration of each of the respective PATENTS, TRADEMARKS and LICENSES assigned hereunder or (ii) payment or performance of the Obligations in full.

5. Termination of ASSIGNEE's Security Interest: This ASSIGNMENT is made for collateral purposes only. Upon payment and performance in full of the Obligations, ASSIGNEE shall execute and deliver to ASSIGNOR all termination statements and other instruments as may be necessary or proper to terminate ASSIGNEE's security interest and ASSIGNMENT in the PATENTS, TRADEMARKS and LICENSES, subject to any disposition thereof, which may have been made by ASSIGNEE pursuant to paragraph 1 or any other provision hereof or pursuant to the Loan Agreement.

6. Duties of ASSIGNOR: To the extent appropriate and in accordance with ASSIGNOR's sound business practices, ASSIGNOR shall (i) prosecute diligently any patent application that is part of the PATENTS and trademark or service mark application that is part of the TRADEMARKS pending as of the date hereof or thereafter until the Obligations shall have been paid in full, (ii) make application on unpatented but patentable inventions and on trademarks or service marks, as appropriate, and (iii) preserve and maintain all rights in patent applications and patents that are part of the PATENTS and in trademark applications, trademarks, and trademark registrations, and service marks, service mark applications that are part of the TRADEMARKS, and to any LICENSES. Any expenses incurred in connection with such applications shall be borne by ASSIGNOR. ASSIGNOR shall not abandon any right to file a patent application, trademark application, or service mark application, or any pending patent application, trademark application, service mark application, patent, trademark or service mark or License, without the consent of ASSIGNEE, which consent shall not be unreasonably withheld.

7. ASSIGNEE's Right to Sue: From and after the occurrence of an Event of Default under the SECURITY AGREEMENT, ASSIGNEE shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the PATENTS, LICENSES and TRADEMARKS, and any other licenses thereunder, and, if ASSIGNEE shall commence any such suit, ASSIGNOR shall, at the request of ASSIGNEE, do any and all lawful acts and execute any and all proper documents required by ASSIGNEE in aid of such enforcement and ASSIGNOR shall promptly, upon demand, reimburse and indemnify ASSIGNEE for all costs and expenses incurred by ASSIGNEE in the exercise of its rights under this paragraph 7.

8. Waivers: No course of dealing between ASSIGNOR and ASSIGNEE, nor any failure to exercise, nor any delay in exercising, on the part of ASSIGNEE, any right, power or privilege hereunder or under the SECURITY 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.

9. Severability: The provisions of this ASSIGNMENT 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 provisions, 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 ASSIGNMENT in any jurisdiction.

10. Modification: This ASSIGNMENT cannot be altered, amended or modified in any way, except as specifically provided in paragraph 3 hereof or by a writing signed by the parties hereto.

11. Cumulative Remedies; Power of Attorneys; Effect on SECURITY AGREEMENT: All of the ASSIGNEE's rights and remedies with respect to the PATENTS, LICENSES and TRADEMARKS, whether established hereby, by the SECURITY AGREEMENT, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. ASSIGNOR acknowledges and agrees that this ASSIGNMENT is not intended to limit or restrict in any way the rights and remedies of ASSIGNEE under the SECURITY AGREEMENT, but rather, is intended to facilitate the exercise of such rights and remedies. ASSIGNEE shall have, in addition to all other rights and remedies given it by the terms of this ASSIGNMENT, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the PATENTS, License or TRADEMARKS may be located.

12. Retention of PATENTS and TRADEMARKS in Satisfaction of the Liabilities: Upon the occurrence of an Event of Default under the SECURITY AGREEMENT and the election by ASSIGNEE to retain the Collateral in satisfaction of the obligations in accordance with the provisions of Section 9-505(2) of the Uniform Commercial Code as adopted and in effect in the State of Nebraska, ASSIGNOR agrees to assign, convey and otherwise transfer title in and to the PATENTS, LICENSES and TRADEMARKS to ASSIGNEE and to execute and deliver to ASSIGNEE all such agreements, documents and instruments as may be necessary, in ASSIGNEE's determination, to effect such ASSIGNMENT, conveyance and transfer.

13. Binding Effect; Benefits: This ASSIGNMENT shall be binding upon the ASSIGNOR and its respective successors and assigns, and shall inure to the benefit of ASSIGNEE, its nominees and assigns.

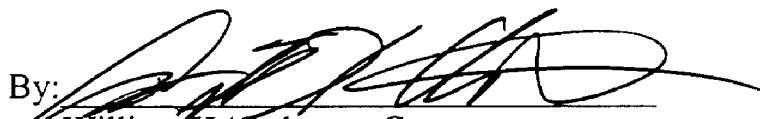
14. Governing Law: THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEBRASKA.

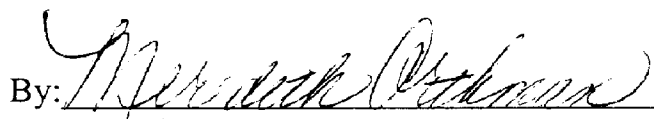
ASSIGNOR has executed this ASSIGNMENT as of the 11th day of December, 1998.

ORTHMAN MANUFACTURING, INC.,
a Nebraska corporation

By: 
Title: PRES

ACKNOWLEDGED BY GUARANTOR

By: 
William H. Orthman, Guarantor

By: 
Meredith Orthman, Guarantor

#71873.2

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

Patent Number

Issue Date

QUICK HITCH GUIDANCE DEVICE

#5,511,623

April 30, 1996

#5,664,632

September 9, 1997

BIFOLD FIELD MARKER

#5,408,756

April 25, 1995

#5,542,190

August 6, 1996

VEHICLE STEERING CONTROL SYSTEM

#5,607,611

May 3, 1994

(pending)

FORWARDLY FOLDING AGRICULTURAL IMPLEMENT

Serial #09/149,692

filed September 8, 1998

SCHEDULE B

TRADEMARKS, TRADE NAMES

<u>Mark</u>	<u>Reg. No.</u>
ORTHMAN	932552
TRACKER	1171072
ADJUST-A-RATE	1138594