

06-07-2001



101741422

**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
- ☐ 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  
03 09 2001

Name (line 1) Central Fiber Corporation

Name (line 2)

**Second Party**

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

**Receiving Party**

☐ Mark if additional names of conveying parties attached

☐ 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.)

Name (line 1) LaSalle Business Credit, Inc.

Name (line 2)

Address (line 1) 135 South LaSalle Street

Address (line 2) Suite 400

Address (line 3) Chicago Illinois 60603  
City State/Country Zip Code

**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

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

**PATENT**  
**REEL: 011855 FRAME: 0190**

## 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

## 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)

Patent Number(s)


5,201,473		

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

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## 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

# 1

## Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ \$40.00

Method of Payment:

Deposit Account

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

Enclosed ☒ Deposit 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

5/31/01

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  
Interest as of the \_\_\_\_ day of March, 2001.

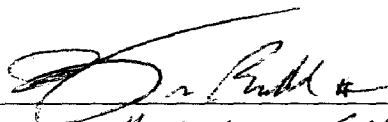
**GRANTOR:**

CENTRAL FIBER CORPORATION,  
a Kansas corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LENDER:**

LASALLE BUSINESS CREDIT, INC.,  
a Delaware corporation

By:  \_\_\_\_\_  
Name: Herbert M. Hill  
Title: SVP

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: \_\_\_\_\_

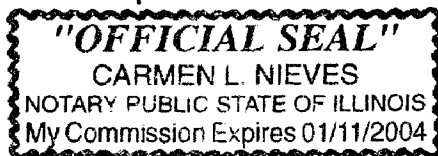
STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

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**

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 L. 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: \_\_\_\_\_



# INTELLECTUAL PROPERTY

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

U.S. TRADEMARKS			
Serial No.	Filing Date	Reg. No.	Mark
Not Yet Assigned	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
045,482	05/10/2000		WINDGARD
456,723	05/07/1973	0,996,259	SHELTER SHIELD
005,157(74/)	11/27/1989	1,651,209	AS NATURE INTENDED...ONLY BETTER (Class 1)
005,158(74/)	11/27/1989	1,656,973	SECOND NATURE (Class 1)
005,155	11/27/1989	1,660,403	SECOND NATURE and DESIGN (Class 1)
480,112(74/)	01/18/1994	1,871,331	CLEAN
596,189(74/)	11/07/1994	1,933,087	CENCELL
699,108(74/)	07/10/1995	2,020,379	TOPCOAT
049,090(75/)	01/26/1996	2,084,895	SPRAYMATT
049,091(75/)	01/26/1996	2,092,095	SPRAYMATT and Design
225,300(75/)	01/13/1997	2,119,941	CHEAPER THAN DIRT
209,763(75/)	12/09/1996	2,130,270	DESIGN (Koala Bear)
306,542(75/)	06/10/1997	2,192,071	CENTRAL FIBER CORPORATION
306,574(75/)	06/10/1997	2,192,072	CENTRAL FIBER CORPORATION and Design
305,955(75/)	06/10/1997	2,227,348	SHELTER SHIELD and Design
218,958(75/)	12/27/1996	2,288,376	CONTRACTOR'S CHOICE
646,313(75/)	02/23/1999	2,340,685	XCELL