

RECORDATION

5-2-03 PATE

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

05-07-2003

Tab settings ☐ ☐ ☐ ☐

To the Honorable Commissioner of Patents and Trademark

Documents or copy thereof.

1. Name of conveying party(ies):

American Augers, Inc.

Additional name(s) of conveying party(ies) attached? ~~Yes~~ ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other

Execution Date: April 11, 2003

102442175

2. Name and address of receiving party(ies)

Name: Bank One, NA, as agent

Internal Address: Mail Code ILI-0631

May

2 2003

Street Address: 1 Bank One Plaza

City: Chicago State: IL ZIP: 60670

Additional name(s) & address(es) attached? ~~Yes~~ ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

6285860

B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn
33rd Floor

Street Address: 35 W. Wacker

City: Chicago State: IL ZIP: 60601

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

05/06/2003 ECOOPER 00000217 6285860

DO NOT USE THIS SPACE

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9. 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.

Laura Konrath

Name of Person Signing

Signature

Date

4/24/03

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box AssignmentsPATENT
REEL: 014027 FRAME: 0178

Continuation
Item 4

SCHEDULE I
to
SUBSIDIARY PATENT SECURITY AGREEMENT

PATENTS

PATENT	DESCRIPTION	ISSUED	EXPIRES	COMPANY	COUNTRY
CURRENT					
6285860 B1	Const. Equip. Lockout Sys. w/Emerg. Shutdown	9/4/2001	9/22/2018	AMERICAN AUGERS, INC.	USA

PATENT APPLICATIONS

None.

SUBSIDIARY PATENT SECURITY AGREEMENT

SUBSIDIARY PATENT SECURITY AGREEMENT, dated as of April 11, 2003 (this "Subsidiary Patent Security Agreement"), by AMERICAN AUGERS, INC., a Delaware corporation ("Grantor"), in favor of BANK ONE, NA, a national banking association, in its capacity as Collateral Agent for the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor has entered into that certain Security Agreement, dated as of May 13, 2002 (the "Security Agreement"), by and among the Grantor, the Collateral Agent and the other Credit Parties, in order to induce the Banks to extend or maintain credit pursuant to the Credit Agreement and the Purchasers to maintain credit pursuant to the Note Purchase Agreements. Pursuant to Section 4.1.4 of the Security Agreement, the Grantor is required to deliver to the Collateral Agent all financing statements and other documents and take such other actions as may from time to time be requested by the Collateral Agent in order to maintain a first perfected security interest in and, if applicable, Control of, the Collateral; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted the Collateral Agent a security interest in all of its property, including its patents. The Grantor is executing this Borrower Patent Security Agreement in accordance with the requirements of the Security Agreement to permit the Collateral Agent to protect its security interest in the Grantor's patents, all of which constitute "Collateral" under the Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. For the purposes of the Subsidiary Patent Security Agreement, the following terms shall have the following meanings:

"Patent License" means rights under any written agreement now owned or hereafter acquired by any Credit Party granting any right with respect to any invention on which a Patent is in existence.

"Patents" means all of the following in which any Credit Party now holds or hereafter acquires any interest: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or of any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or any other country, and (b) all reissues, continuations, continuations-in-part or extensions thereof.

All other capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants (and reaffirms its prior grant in the Security Agreement) to the Collateral Agent, on behalf of itself and the Secured Parties, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):


- (a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Subsidiary Patent Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Borrower Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AMERICAN AUGERS, INC.

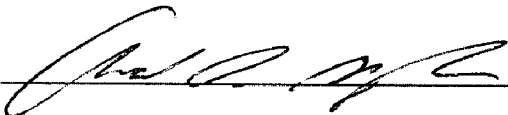
By: 

Name: F. McKamy Hall

Title: TREASURER

ACCEPTED AND ACKNOWLEDGED BY:

BANK ONE, NA, as Collateral Agent

By: 

Name: Susan C. McElrath

Title: V.P.

ACKNOWLEDGMENT OF GRANTOR

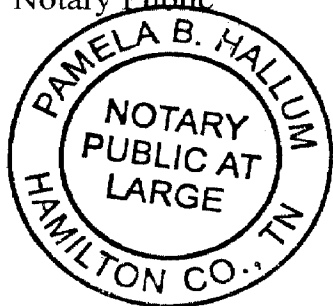
STATE OF TENNESSEE)
)
COUNTY OF HAMILTON) ss.

On this 11th day of April, 2003 before me personally appeared F. McKamy Hall, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of American Augers, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Pamela B. Hallum

{seal} Notary Public

My commission expires Oct. 23, 2005



SCHEDULE I
to
SUBSIDIARY PATENT SECURITY AGREEMENT

PATENTS

PATENT	DESCRIPTION	ISSUED	EXPIRES	COMPANY	COUNTRY
CURRENT					
6285860 B1	Const. Equip. Lockout Sys. w/Emerg. Shutdown	9/4/2001	9/22/2018	AMERICAN AUGERS, INC.	USA

PATENT APPLICATIONS

None.

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WRITER'S DIRECT DIAL NUMBER

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April 23, 2003

CERTIFIED MAIL/R.R.R.

Commissioner of Patent and Trademarks
Box Assignments
Washington, D.C. 20231
Attn: Patent Assignment Department

Re: Bank One/Astec/American Augers, Inc.

Dear Commissioner:

Enclosed is a Subsidiary Patent Security Agreement together with a check in the amount of \$40.00 payable to the Commissioner of Patents and Trademarks for the assignment recordation fees.

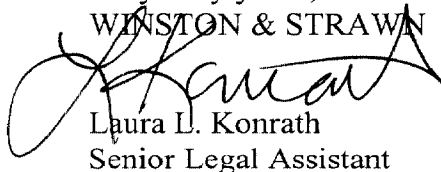
Please file the enclosed with the Patent Assignment Department of the U.S. Patent and Trademark Office. When the filing process is completed, please send the file-stamped document to the following address:

Laura L. Konrath
WINSTON & STRAWN
35 W. Wacker Drive
Chicago, IL 60601

Should you require any additional information, please do not hesitate to call.

Thank you for your attention to this matter.

Very truly yours,
WINSTON & STRAWN



Laura L. Konrath
Senior Legal Assistant

LLK:cl
Enclosures