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|   | 23 - 2005<br>U.S. DEPARTMENT OF COMMERCE<br>Patent and Trademark Office  |
| To the Honorable Commissioner of Patents and T. 103   | 026811 original documents or copy thereof  |
| <ol> <li>Name of Conveying Part(ies):<br/>RAHCO International, Inc.<br/>Washington corporation<br/>Box 7400, Spokane, WA 99207</li> </ol>   | 2. Name and address of receiving party(ies):<br>Name: <u>Richard W. Hanson and Joan Hanson</u><br>Internal Address:  |
| Additional name(s) of conveying<br>party(ies) attached?<br>3. Nature of conveyance:<br>Assignment Security Agreement  | Street Address: <u>14119 N. River Bluff Lane</u><br>   |
| □ Merger □ Change of Name<br>□ Other  |  |
| Execution Date:       August 27, 2004       Additional names(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:       N/A         0. Detect Application Na (a):       0. Detect Application Na (a):       0. Detect Application Na (a):       0. Detect Application Na (a): |  |
| A. Patent Application No.(s):<br>N/A<br>Additional numbers attached:  | B. Patent No.(s)<br>5,415,586<br>5,749,452<br>6,155,400<br>6,185,847<br>Additional numbers attached: UYes W Xo   |
| <ol> <li>Name and address of party to whom<br/>correspondence concerning document should be<br/>mailed:<br/>Name: Randy A. Gregory</li> </ol>   | 6. Total number of applications and<br>patents involved  |
| Internal Address: Gregory I.P. Law  | 7. Total fee (37 CFR 3.41)   |
| Street Address: P. O. Box 31090<br>City: Spokane State: WA Zip: 99223-3018  | 8. Deposit account number<br>502881 (for deficiencies and overages only)   |
|   | (Attach duplicate copy of this page if paying by deposit account)  |
| 9. Statement and Signature.<br>To the best of my knowledge and belief, the foregoing information is true and correct and any attached<br>copy is a true copy of the original document.  |  |
| Randy A. Gregory, Attorney/Agent<br>Name of Person Signing  | Signature Date   |
| TOTAL NUMBER OF PAGES IN  | ICLUDING COVER SHEET, ATTACHMENTS AND DOCUMENT: 4  |
| OMB No. 0651-0011 (exp. 9/94)   | ch this portion  |
| Mail documents to be recorded with required cover sheet info  |  |
| MAIL STOP ASSIGNME<br>DIRECTOR OF THE U.S<br>P.O. Box 1450<br>1 FC:8021<br>Public burden reporting for this sample cover sheet is estimate<br>including time for reviewing the document and gathering the<br>sheat. Send comments regarding this burden estimate to the   | NT RECORDATION SERVICES<br>B. PATENT AND TRADEMARK OFFICE<br>13-1450<br>ted to average about 30 minutes per document to be recorded,<br>data needed, and completing and reviewing the sample cover |
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## AGREEMENT

This Agreement is made

- BETWEEN: RAHCO International, Inc., a Washington corporation, P.O. Box 7400, Spokane, Washington 99207 ("RAHCO"),
- AND: Richard W. Hanson and Joan Hanson, 14119 N. River Bluff Lane, Spokane, WA 99208 ("the Hansons").

## BACKGROUND:

- A. RAHCO requires the renewal of its line of credit from Washington Trust Bank (the "Bank") to be able to continue its normal business operations and to complete projects currently under contract.
- B. In order for RAHCO to obtain the renewal of the line of credit, the Bank requires RAHCO to obtain an infusion of working capital from its shareholders in the amount of \$750,000.00.
- C. The Bank has offered a personal line of credit to the Hansons for the purpose of funding the required infusion of working capital in the form of a loan from the Hansons to RAHCO.
- D. To secure the personal line of credit, the Hansons are required to pledge their residence and all of their personal assets to the Bank. The deed of trust to their residence will also secure the renewal of RAHCO's line of credit.
- E. To induce the Hansons to enter into the agreements with the Bank setting up the personal line of credit and pledging their assets, it is necessary for RAHCO to give appropriate consideration to the Hansons.
- F. With the completion of the projects currently under contract, having been made possible by the renewal of RAHCO's line of credit, RAHCO should have the financial ability to meet certain covenants made to the Bank and to repay the loan from the Hansons.

Therefore, it is agreed:

1. The Hansons will enter into all necessary agreements with the Bank to set up the personal line of credit, and will pledge whatever assets the Bank may require to secure the promissory note related to their personal line of credit and the promissory note related to the renewal of RAHCO's line of credit.

- The Hansons will lend the proceeds from the personal line of credit, up to the amount of \$750,000.00, to RAHCO for use as working capital.
   RAHCO will assume the obligation owed by the Hansons to the Bank, and will make all principal and interest payments.
- 3. To secure the loan, RAHCO grants a security interest to the Hansons in its assets as set forth on Schedule A.
- 4. In the event that due to the infusion of working capital, through RAHCO's performance of the projects currently under contract, RAHCO thereby achieves the financial ability to meet the covenants made to the Bank referred to in item F above, RAHCO will pay Richard Hanson a bonus of \$50,000.00.

Richa Hanso

dan Hanson aug 27,

**RAHCO International, Inc.:** 

By: Title:

Date:  $\mathcal{O}$ 

## PATENT REEL: 016700 FRAME: 0388

## SCHEDULE A

The following assets of RAHCO International, Inc., are designated as collateral for this loan:

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All real and personal property, tangible and intangible, of whatever description, currently owned or subsequently acquired, including but not limited to:

- All shares of stock, limited liability company interests, and other ownership interests in corporations, partnerships, or other commercial entities, including RAHCO Ag Systems, LLC, and any entity subsequently formed by RAHCO and Mammoth Corporation.
- All shop equipment, office equipment, motor vehicles, supplies, inventory, work in progress, and finished goods.
- All accounts receivable, including but not limited to those for major projects, spare parts orders, service contracts, and other contracts.
- All interests in all purchase orders and other contracts currently in force, currently being negotiated, or which are subsequently entered into.
- All intellectual property rights, including rights to patents, trademarks, copyrights, trade names, internet domain names, and trade secrets, specifically including the following:

| US Patent No. 5,415,586           | Combine Harvester Leveling System, Combine<br>Harvester Header Adjusting System, and<br>Pivoting Chain Drive System |
|-----------------------------------|---|
| US Patent No. 5,749,452           | Mobile Conveyor Including Alignment System  |
| US Patent No. 6,155,400           | Mobile Conveyor Including Adaptive Alignment<br>System  |
| US Patent No. 6,185,847           | Continuous Shovel   |
| US Trademark No. 0771116          | RAHCO®  |
| US Trademark No. 2040044          | RAHCO International <sup>®</sup>  |
| Australian Trademark No. 213005   | RAHCO®  |
| Chilean Trademark No. 528436      | RAHCO   |
| Chilean Service Mark No. 443506   | RAHCO   |
| Chilean Trademark No. 443507      | RAHCO International   |
| Washington Trademark No. 023075   | RAHCO International   |
| Washington Registered Trade Names | RAHCO International, R. A. Hanson Company,<br>R. A. Hanson Co., Inc.  |
| Internet Domain Names             | rahco.com, rahco.org  |