

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

L.P. Brown Company, Inc.

Execution Date(s) January 29, 2010

Additional names of conveying parties attached? ☐ Yes

☒ No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Government Interest

☐ Executive Order 9424, confirmatory License

☐ Other _____

2. Name and address of receiving party(ies)

Name: Wachovia Bank, National Association

Internal
Address:

Street Address: 12 East 49th Street, MC J0109-431

City: New York

State: NY

Country: USA

Zip: 10017

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

4. Application or patent number(s)

A. Patent Application No. (s)
See Attached Schedule I

☐ This document is being filed together with a new application.

B. Patent No.(s)
See Attached Schedule I

Additional numbers attached? ☒ Yes ☐ No

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

Name: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: New York

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: sls-udsalbany@wolterskluwers.com

6. Total number of applications and registrations involved: 28

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120

☒ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information:

a. Credit Card

Last 4 Numbers 5683

Expiration Date 10/12

b. Deposit Account Number _____

Authorized User Name: _____

9. Signature:

Kareem Ansley
Signature

Kareem Ansley
Name of Person Signing

2/3/10
Date

Total number of pages including cover sheet, attachments, and document. 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-8995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$1040.00 125416506

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS

c. Wide Aperture Wire Tracking with Partition -- Filing No. 10/722,278

Patent Title	Juris- diction	Filing Number	Grant Number	Grant Date
Wire Tie Guide with Tying Device and Method	US	09/389,312	6,363,843	2-Apr-02
Method of Baling and Binding Using Wire-Tie Pull Pins	US	10/755,651	6,837,155	4-Jan-05
Wire-Tie Pull Pins	US	09/540,156	6,711,994	30-Mar-04
Three-Part Wire Return for Baling Machine	US	10/166,831	6,829,877	14-Dec-04
Three-Part Wire Return for Baling Machine	US	10/166,745	6,922,974	2-Aug-05
Three-Part Wire Return for Baling Machine	US	09/540,020	6,553,900	29-Apr-03
Wire Supply Control Assembly for Feeding Wire	US	09/540,157	6,616,090	9-Sep-03
Wide Aperture Wire Tracking for Baling Machine	US	09/919,234	6,637,324	28-Oct-03
Baling Machine with Narrow Head Wire Feeder	US	09/919,247	7,497,158	3-Mar-09
Control System for Baling Machine	US	10/642,566	7,085,625	1-Aug-06
Control System for Baling Machine	US	09/919,111	6,633,798	14-Oct-03
Operator Input Interface for Baling Machine	US	09/919,114	6,628,998	30-Sep-03

Automatic Cotton Baler with Tilt-Out Heads	US	09/919,112	6,705,214	16-Mar-04
Wire Nipper	US	10/903,793	6,966,114	22-Nov-05
Wire Nipper	US	10/351,840	7,003,885	28-Feb-06
Operator Input Interface for Baling Machine	US	10/423,750	6,975,911	13-Dec-05
Cover for Modules of Fibrous Material	WO	PCT/US05/000840		
Cover for Modules of Fibrous Materials	BR	PI0506895-9		
Cover for Modules of Fibrous Material	AU	2005/206805	2005/206805	15-Jan-09
Cover for Modules of Fibrous Material	US	12/546,506		
Cover for Modules of Fibrous Material	US	10/758,459		
Laterally Displaceable Guide Track for a Bulk Material Baler Apparatus and Method	US	10/926,447	7,127,986	31-Oct-06
Method and Apparatus for Driving Multiple Knotters	WO	PCT/US05/030296		
Method and Apparatus for Driving Multiple Knotters	US	10/926,443	7,121,195	17-Oct-06
Wire Feeding Apparatus and Method	US	10/926,448	7,395,952	8-Jul-08
Short Platen Compatible Guide Track Insertion and Removal Apparatus and Method	US	10/925,679	7,093,535	22-Aug-06
Lower Guide Track for Down Packing Press Apparatus and Method	US	10/925,678	7,124,679	24-Oct-06
Method and Apparatus for Wire Guide Wear Plate	US	11/135,250	7,111,547	26-Sep-06

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as may be amended, restated, supplemented or otherwise modified from time to time, this "Patent Security Agreement"), dated as of January 29, 2010, is by L.P. BROWN COMPANY, INC., a Delaware corporation, having an office at 6060 Primacy Parkway, Suite 454, Memphis, TN 38119 (the "Grantor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, located at 12 East 49th Street, MC J0109-431, New York, NY 10017 ("Secured Party").

WITNESSETH:

WHEREAS, Secured Party and Grantor have entered financing arrangements pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Grantor and certain of its affiliates as set forth in the Accounts Receivable Financing Agreement [Security Agreement], dated as of September 4, 1986, by and between Grantor and Secured Party (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other Financing Agreements (as defined in the Loan Agreement).

WHEREAS, under the terms of the Loan Agreement and the other Financing Agreements, Grantor has granted to Secured Party a continuing security interest in, a lien upon, and a right of set off against certain property, including, without limitation, certain of its intellectual property and other general intangibles, to secure the payment and performance of the Obligations and has agreed to execute this Patent Security Agreement for recording with the United States Patent and Trademark Office.

WHEREAS, this Patent Security Agreement is supplemental to the provisions contained in the Loan Agreement and the other Financing Agreements.

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

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** To secure payment and performance of all Grantor's Obligations, Grantor hereby grants to the Secured Party a continuing security interest in, a lien upon, and right of set-off against, all of Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired or existing, and wherever located (collectively, the "Patent Collateral"):

(a) all of its patents, patent rights and patent applications, including those referred to on Schedule I hereto, now owned and hereafter arising or acquired;

(b) all reissues, continuations, continuations-in-part or extensions of the foregoing;

(c) all rights to sue for past, present or future infringement of any of the foregoing; and

(d) all proceeds and products of the foregoing.

3. **LOAN AND SECURITY AGREEMENT.** The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Secured Party pursuant to the Loan Agreement and the other Financing Agreements. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement and the other Financing Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Loan Agreement and the other Financing Agreements, the provisions of the Loan Agreement and the other Financing Agreements shall control. Grantor shall, concurrently with the execution and delivery of this Patent Security Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit A annexed hereto for the exercise of the rights and remedies granted to Secured Party under the Loan Agreement and the other Financing Agreements with respect to the Patent Collateral, following the occurrence and during the continuance of an Event of Default.

4. **GOVERNING LAW.** The validity, interpretation and enforcement of this Patent Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

5. **COUNTERPARTS.** This Patent Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Patent Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor and Secured Party have executed this Patent Security Agreement as of the day and year first above written.

L.P. BROWN COMPANY, INC.

By: Charles C. Jackson
Name: Charles C. Jackson, CEO
Title: Chief Executive Officer

ACKNOWLEDGMENT OF GRANTOR

STATE OF TENNESSEE

ss.

COUNTY OF SHELBY

On this 29th day of January, 2010 before me personally appeared Charles C. Jackson, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of L.P. BROWN COMPANY, INC., who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.



Gina M. Youngblood
Notary Public

[SIGNATURES CONTINUED ON NEXT PAGE]

[Signature Page to Patent Security Agreement- L.P. Brown]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

WACHOVIA BANK, NATIONAL ASSOCIATION, as Agent

By: Dave Luce
Name: DAVE LUCE
Title: DEPUTY

[Signature Page to Patent Security Agreement- LP Brown]

EXHIBIT A
TO
PATENT SECURITY AGREEMENT
SPECIAL POWER OF ATTORNEY

STATE OF _____)
) ss.:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that L.P. BROWN COMPANY, INC., a Delaware corporation ("Debtor"), having an office at _____, hereby appoints and constitutes, WACHOVIA BANK, NATIONAL ASSOCIATION ("Secured Party"), and each of Secured Party's officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to the Patent Collateral (as defined in the Security Agreement referred to below), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.
2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney, being a power coupled with an interest, is made pursuant to a Patent Security Agreement between Debtor and Secured Party, dated as of the date hereof (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney may not be revoked until the payment in full of all Debtor's "Obligations", as such quoted term is defined in the Security Agreement.

January __, 2010

L.P. BROWN COMPANY, INC

By: _____
Name: _____
Title: _____

STATE OF _____)

) ss.

COUNTY OF _____)

On this ____ day of January __, 2010 before me personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of L.P. BROWN COMPANY, INC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public

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