

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
National Mower Co., LLC	09/12/2011
RECEIVING PARTY DATA	
Name:	Bank of Montreal, as Agent
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6651415
CORRESPONDENCE DATA	
Fax Number:	(312)803-5299
Phone:	(312) 845-3430
Email:	kalwa@chapman.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Richard Kalwa
Address Line 1:	111 West Monroe Street
Address Line 2:	Chapman and Cutler LLP
Address Line 4:	Chicago, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	1967454
NAME OF SUBMITTER:	Richard Kalwa
Total Attachments: 4 source=3069371#page1.tif source=3069371#page2.tif source=3069371#page3.tif source=3069371#page4.tif	

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PATENT
REEL: 026899 FRAME: 0221

PATENT COLLATERAL AGREEMENT

This 12th day of September, 2011, NATIONAL MOWER CO., LLC, a Wisconsin limited liability company ("*Debtor*") with its principal place of business and mailing address at 655 West Ryan Street, Brillion, Wisconsin 54110, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants, mortgages and pledges to Bank of Montreal, a Canadian chartered bank acting through its Chicago branch ("*BMO*"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each patent and patent application listed on Schedule A hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any patent or patent application listed on Schedule A hereto, in each case together with the right to sue for and collect said damages;

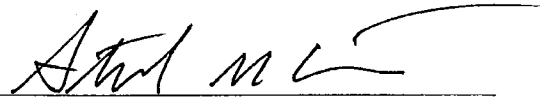
to secure the payment and performance of all Secured Obligations of Debtor, and certain affiliates of Debtor as set out in that certain Security Agreement dated as of September 12, 2011 between Debtor, the other parties thereto as debtors, and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the grant, mortgage, pledge and security interest in the patents and patent applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

NATIONAL MOWER CO., LLC

By 

Name Stewart M. Witkov

Title Executive Vice President, Chief
Financial Officer & Secretary

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By _____

Name _____

Title _____

[SIGNATURE PAGE TO PATENT COLLATERAL AGREEMENT]

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

NATIONAL MOWER CO., LLC

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By  _____
Name Andrew K. Peterson
Title Senior Vice President

[SIGNATURE PAGE TO PATENT COLLATERAL AGREEMENT]

**SCHEDULE A
TO PATENT COLLATERAL AGREEMENT**

PATENT NO.	PATENT DATE	TITLE	APPLICATION NO.	FILING DATE
6651415	11/25/03	Height Adjustment Apparatus for Turf Maintenance Equipment	10/058463	1/28/02