

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Airlanco, Inc.	03/09/2012
RECEIVING PARTY DATA	
Name:	The Toronto-Dominion Bank, as Collateral Agent
Street Address:	31 West 52nd Street, 19th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5803939
CORRESPONDENCE DATA	
Fax Number:	(800)432-5298
Phone:	617-239-0443
Email:	uonyekwu@edwardswildman.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:	Ugonna Onyekwu
Address Line 1:	111 Huntington Ave.
Address Line 2:	Edwards Wildman Palmer LLP
Address Line 4:	Boston, MASSACHUSETTS 02199
ATTORNEY DOCKET NUMBER:	301056-0001
NAME OF SUBMITTER:	Ugonna Onyekwu
Total Attachments: 4 source=TD Bank_Airlanco, Inc. - Patent Security Agreement (executed 3.9.2012)#page1.tif source=TD Bank_Airlanco, Inc. - Patent Security Agreement (executed 3.9.2012)#page2.tif source=TD Bank_Airlanco, Inc. - Patent Security Agreement (executed 3.9.2012)#page3.tif source=TD Bank_Airlanco, Inc. - Patent Security Agreement (executed 3.9.2012)#page4.tif	

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT dated as of March 9, 2012 (this "Agreement"), between AIRLANCO, INC., a Nebraska corporation (the "Grantor") and THE TORONTO-DOMINION BANK, as Collateral Agent (the "Agent") for itself, for the lenders under the below-described Loan Agreement from time to time, and any successors and assignees from time to time of the interests of such lenders (collectively, the "Credit Agreement Lenders"), and for the holders of the below-described Notes from time to time, and any successors and assignees from time to time of the interests of such holders under the following credit facilities: (a) that certain Fifth Amended and Restated Loan Agreement dated as of the date hereof (as the same may be amended, restated or otherwise modified from time to time, the "Loan Agreement"), among Ag Growth International Inc. ("AGI"), Hansen Manufacturing Corp. ("Hansen") and Westfield Distributing (North Dakota) Inc. ("Westfield ND"; AGI, Hansen and Westfield ND being referred to collectively herein as the "Borrowers"), certain affiliates of the Borrowers, the Credit Agreement Lenders from time to time thereunder and the Agent; and (b) (i) those certain 6.80% Series A Senior Secured Notes due October 29, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Series A Notes"), and (ii) any additional series of the senior secured notes (collectively, as amended, amended and restated, supplemented or otherwise modified from time to time, the "Shelf Notes" and together with the Series A Notes, the "Notes") issued by the Co-Obligors (as hereinafter defined) pursuant to that certain Amended and Restated Note Purchase and Private Shelf Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Note Agreement"), by and among AGI, Westfield ND, and Hansen (collectively, the "Co-Obligors"), Prudential Investment Management, Inc. and the Prudential Affiliates described therein.

WITNESSETH:

WHEREAS, in connection with the Loan Agreement and the Note Agreement, the Grantor has executed and delivered an Amended and Restated Security Agreement dated as of October 29, 2009 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), whereby the Grantor has granted to the Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure the obligations of the Borrowers under the Loan Agreement, the Note Agreement and each other Creditor Document to which the Grantor is a party, whether as a borrower, as a guarantor, as a co-obligor or in any other capacity, and whether for principal, interest, expenses, indemnity or otherwise; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest in Patents. The Grantor hereby pledges, hypothecates, charges, mortgages, collaterally assigns and grants to the Agent a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor, all of its right, title and interest in and to (the "Patent Collateral"):

- (a) all of its letters patent and applications for letters patent, including all patent

applications in preparation for filing and each patent and patent application referred to in Item A of Schedule I attached hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all of its patent licenses, and other agreements providing the Grantor with the right to use any items of the type referred to in clauses (a) and (b) above, including each patent license referred to in Item B of Schedule I attached hereto; and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Patent Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral 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.

SECTION 4. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signature Page Follows]

[Signature Page to Patent Security Agreement]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

AIRLANCO, INC.

By: 

Name: Oskere Sommerfeld

Title: Secretary

THE TORONTO-DOMINION BANK,
as Collateral Agent

By: 

Name: Michael A. Freeman

Title: Vice President, Loan Syndications - Agency

**SCHEDULE I
to Patent Security Agreement**

Item A. Patents

Issued Patents

<u>Patent No.</u>	<u>Issue Date/Registration Date</u>	<u>Title</u>
5803939	September 8, 1998	Industrial Dust Collector and method for its use

Pending Patent Applications

None.

Item B. Patent Licenses

None.