503779708 04/12/2016

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS FILED AT R/F 035595/0574

CONVEYING PARTY DATA

Name	Execution Date
BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT	04/12/2016

RECEIVING PARTY DATA

Name:	WOODS EQUIPMENT COMAPNY	
Street Address:	2606 SOUTH ILLINOIS	
Internal Address:	ROUTE 2	
City:	OREGON	
State/Country:	ILLINOIS	
Postal Code:	61061	

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	7669395
Patent Number:	7458199
Patent Number:	7062898
Patent Number:	RE37339
Patent Number:	RE37320
Patent Number:	5865492
Patent Number:	5706638
Patent Number:	5634735

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER: 039269-0430

PATENT REEL: 038417 FRAME: 0386

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NAME OF SUBMITTER:	ANGELA M. AMARU
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	04/12/2016
Total Attachments: 3	·

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> **PATENT REEL: 038417 FRAME: 0387**

TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS**, dated as of April 12, 2016 ("<u>Release</u>"), is made by Bank of America, N.A., as Administrative Agent ("Administrative Agent") in favor of Woods Equipment Company, a Delaware corporation ("<u>Grantor</u>").

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of May 5, 2015 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligors party thereto and the Administrative Agent, each Obligor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations ("Secured Parties"), a continuing security interest in any and all right, title and interest of such Obligor in and to all the Patents, Patent Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Patents dated as of May 5, 2015 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on May 6, 2015 at Reel 035595 Frame 0574.

- **NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:
- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.
- **SECTION 2.** <u>Termination and Release</u>. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:
- (a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the Grantor's right, title, and interest in, to, and under all the Patents, Patent Licenses, and Proceeds of the foregoing, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and
 - (b) authorizes the recordation of this Release with the USPTO at Grantor's expense.
- **SECTION 3**. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Patents to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A. as, Andministrative Agent

Name: Darleen R. DiGrazia

Title: Vice President

WOODS EQUIPMENT COMPANY TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS

Schedule A

Woods Equipment Company (Delaware Corporation)

U.S. Patents

Issued Patents

Title	Patent No.	Issue Date
FLIP UP ARRANGEMENT FOR A MOWER DECK	7669395	03/02/10
MOWER ATTACHMENT MECHANISM	7458199	12/02/08
MOWER ATTACHMENT MECHANISM	7062898	06/20/06
HYDRAULIC LATCH PIN ASSEMBLY FOR COUPLING	RE37339	08/28/01
A TOOL TO A CONSTRUCTION EQUIPMENT	(5966850)	
HYDRAULIC LATCH PIN ASSEMBLY FOR COUPLING	RE37320	08/14/01
A TOOL TO A CONSTRUCTION EQUIPMENT	(5727342)	
HYDRAULIC GRAPPLE ASSEMBLY WITH SIDE	5865492	02/02/99
ROTATION MECHANISM		
MOWER WITH AUTOMATIC POWER CUT-OFF	5706638	01/13/98
TOOL COUPLER	5634735	06/03/97

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PATENT REEL: 038417 FRAME: 0390

RECORDED: 04/12/2016