

11-03-1998

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying Party(ies):
Harper Industries, Inc.

- Individual(s)
- General partnership
- Corporation-State Kansas
- Other
- Association
- Limited Partnership

Additional Name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Grant of Security Interest
- Merger
- Change of Name

Execution Date: July 24, 1998

2. Name and address of receiving Party(ies)

Name: NationsBank, N.A.

Internal Address:

Street Address: 920 Main Street

City: Kansas City State MO ZIP: 64105

Individual(s) Citizenship

- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other a national banking association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No's

1,751,014; 1,106,606; 1,104,196; 1,105,920

Additional numbers attached? Yes No

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

Name: David A. Roodman

Internal Address: Bryan Cave LLP

One Metropolitan Square

10/30/1998 DNGUYEN 00000152 1751014

01 FC:481 40.00 OP
02 FC:482 75.00 OP

Street Address:

211 North Broadway, Suite 3600

City: St. Louis State: MO ZIP: 63102

6. Total Number of applications and registrations involved:.....

4

7. Total fee (37 CFR 3.41):.....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account number:
02-4467 - if missing or insufficient

(Attach) duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. State and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David A. Roodman

October 27, 1998

Signature

Date

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

MRD 10/26/98

GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, Harper Industries, Inc., a Kansas corporation (the "**Grantor**"), having its chief executive office at 151 E. Highway 190, Harper, Kansas 67058, is the owner of all right, title and interest in and to the trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith, set forth on Schedule A attached hereto:

WHEREAS, NationsBank, N.A., a national banking association, having offices at 920 Main Street, Kansas City, Missouri 64105 (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to assign and grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith, described above;


NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and subject to the terms and conditions of the Trademark, Patent and Copyright Security Agreement, dated as of July 24, 1998, between the Grantor and the Grantee (as amended from time to time, the "**Security Agreement**"), the Grantor hereby assigns and grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) all of Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) all of Grantor's rights, title and interest in and to the patents (the "**Patents**") set forth on Schedule A attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement) and products of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned has hereunto executed this instrument of Grant
interest as of the 24th day of July, 1998

HARPER INDUSTRIES, INC.,
a Kansas corporation, as Grantor

By 
A. Timothy Penner, President

NATIONSBANK, N.A.,
a national banking association as Grantee

By 
Tim L. Kyndesen, Senior Vice President

STATE OF Kansas

COUNTY OF Sedgewick

On this 24th day of July, 1998, before me personally came *A Timothy Penner*, to me known, who, being by me duly sworn did depose and say that he is the *President* of **HARPER INDUSTRIES, INC.**, a Kansas corporation, the corporation described in and which executed the foregoing instrument by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Starla D. Clithero
Notary Public

My Commission Expires:



STATE OF Kansas)
) ss.
COUNTY OF Sedgewick)

On this ___ day of July, 1998, before me personally came *Tim L. Kyndesen*, to me known, who, being by me duly sworn did depose and say that he is a *Senior Vice President* of **NATIONSBANK, N.A.**, a national banking association, the lender described in and which executed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Starla D. Clithero
Notary Public

My Commission Expires:



PATENTS AND TRADEMARKS

<u>Patent</u>	<u>U.S. Patent No.</u>	<u>Issue Date</u>
Auxiliary power take off assembly and method (for Ford '94 - '98 model years)	5,588,325	12-31-96
Adjustable rotary drum bale cutter apparatus and method (Rotocut)	5,368,238	11-29-94
Reciprocating blade bale cutter (Super Slicer)	5,340,042	08-23-94
Slope mower with improved blade housing floatation	5,161,353	11-10-92
Slope mower with rear drive assembly	5,085,042	02-04-92
Bale wrapper	5,012,631	05-07-91
Slope mower with side frames	4,869,054	09-26-89
Slope mower	4,707,971	11-24-87
Round bale handler	4,621,776	11-11-86
Truck bed bale lift (flatbed)	4,594,041	06-10-86
Grain drill suspension system	4,519,325	05-28-85
Bale transfer carrier	4,411,572	10-25-83
Round bale loader, unloader and unroller	4,044,963	08-30-77
<u>Foreign Patent</u>	<u>Foreign No.</u>	<u>Issue Date</u>
Auxiliary power take-off assembly and method (Serial No. 2,170,578)	Canada - 1452877	05-23-96
Slope mower	Canada - 1290153	10-08-91
Slope mower with side frames	Canada - 1277500	12-11-90
Slope mower with side frames (Serial No. 181625/89)	Japan - 1923544	04-25-95

Patent Pending

Rotary drum bale cutter with reprocessing chamber

Applic. No.

09/020,834

Filing Date

02-09-98

Auxiliary power take off assembly and method
(for Ford '99 model year and beyond)

Docket No.
98,170

Docket Date
05-15-98

Flatbed improvement; synchronized squeeze arms
(Improved large bale lift # 08/941,404)

Docket No.
PTO-1449

Docket Date
04-16-98

Trademark

	<u>Registration No.</u>	<u>Registration Date</u>
ATM	1751014	02-09-93
DewEze	1106606	11-21-78
Bale Pickup	1104196	10-17-78
Bale Hugger	1105920	11-14-78

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Assignment -)
Harper Industries, Inc.)
Conveying Party,)
)
NationsBank, N.A.)
Receiving Party)

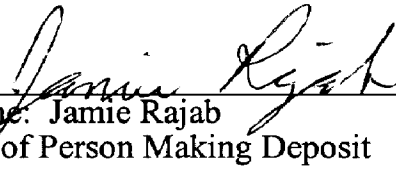
CERTIFICATE OF EXPRESS MAILING

"Express Mail" Mailing Label No.: EL133835411US
Date of Deposit: October 27, 1998

I hereby certify that the following:

- This Certificate of Express Mailing;
- Transmittal letter (1 page, in duplicate);
- Trademark Assignment Recordation Cover Sheet;
- Grant of Security Interest and Schedule A;
- Check in the amount of \$115.00 to cover recordal fee;
- Return postcard.

are being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR Section 1.10 on the Date of Deposit indicated above in an envelope addressed to the Assistant Commissioner of Patents and Trademark, Box ASSIGNMENTS, Washington, D.C. 20231.



 Type Name: Jamie Rajab
 Signature of Person Making Deposit

David A. Roodman
BRYAN CAVE LLP
211 North Broadway
One Metropolitan Square, Suite 3600
St. Louis, Missouri 63102
(314) 259-2614