

MSJ
3/17/00

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

04-12-2000



101317919

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year

- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Bush Hoq, L.L.C.

03 07 00

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other Limited Liability Company
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name LaSalle Bank National Association

DBA/AK/A TA _____

Composed of _____

Address (line 1) 135 South LaSalle Street

Address (line 2) _____

Address (line 3) Chicago IL 60603

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

04/12/2000 DNGUYEN 00000006 75364340

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 425.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002048 FRAME: 0025

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement 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. Charges to deposit account are authorized, as indicated herein.

Cheri Costa

3/13/00

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

2,151,327	<input type="text"/>	<input type="text"/>
1,130,234	<input type="text"/>	<input type="text"/>
1,310,794	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**AGREEMENT
(Trademark)**

This **AGREEMENT (TRADEMARK)**, dated as of March 7, 2000 (this "**Agreement**"), is between **BUSH HOG, L.L.C.**, a Delaware limited liability company ("**Borrower**"), and **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association. All capitalized terms used herein are defined in Section 1 below.

Recitals:

WHEREAS, pursuant to a Loan Agreement dated as of March 7, 2000 (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**") between Borrower and Lender, Lender has extended Revolving Loan Commitment to Borrower;

WHEREAS, as a condition precedent to the making of Advances under the Loan Agreement, Borrower is required to execute and deliver this Agreement and to grant to Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure Borrower's Obligations; and

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lender to make Advances and other extensions of credit pursuant to the Loan Agreement, Borrower agrees, for the benefit of Lender, as follows:

1. **Definitions.** All capitalized terms used but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement.

2. **Grant of Security Interest.** To secure Borrower's Obligations, Borrower does hereby mortgage, pledge and grant to Lender a continuing security interest in, all of the following property of Borrower (the "**Trademark Collateral**"), whether now or hereafter owned, acquired, existing or arising:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a "**Trademark**"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in **Attachment 1** hereto;

(b) all Trademark licenses, including each Trademark license referred to in **Attachment 1** hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Borrower against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in **Attachment 1** hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

3. **Security Agreement.** This Agreement has been executed and delivered by Borrower for the purpose of registering the security interest of Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender under the Security Agreement. The Security Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

4. **Release of Security Interest.** Upon payment in full of Borrower's Obligations and the termination of all Commitments, Lender shall, at Borrower's expense, execute and deliver to Borrower all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

5. **Acknowledgment.** Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

6. **Loan Instrument.** This Agreement is a Loan Instrument executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

7. **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]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Address:

222 North LaSalle Street, Suite 1000
Chicago, Illinois 60601

BUSH HOG, L.L.C., a Delaware limited liability
company

By: CC Industries, Inc., a Delaware corporation, its
Manager

By: John J. Sobota
Name: JOHN J. SOBOTA
Title: VICE PRESIDENT

Address:

135 South LaSalle Street
Chicago, Illinois 60603

LASALLE BANK NATIONAL ASSOCIATION, a
national banking association

By: Mary Jo Barrett
Name: MARY JO BARRETT
Title: FIRST VICE PRESIDENT

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

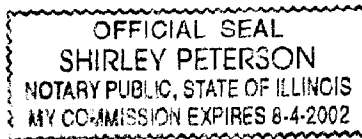
I, Shirley Peterson, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that John J. Sobota personally known to me to be the Vice President of CC Industries, Inc., a Delaware corporation and Manager of Bush Hog, L.L.C., a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as V.P. of CC Industries, Inc., Manager of said company, pursuant to authority, given by the Limited Liability Company Agreement of said company as such person's free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6th day of March, 2000.

Shirley Peterson
Notary Public

My Commission Expires:

August 4, 2002



STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

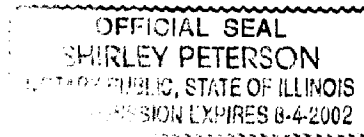
I, Shirley Peterson, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Mary L. Bartlett personally known to me to be a First Vice President of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such person's free and voluntary act, and as the free and voluntary act and deed of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6th day of March, 2000.

Shirley Peterson
Notary Public

My Commission Expires:

August 4, 2002



ATTACHMENT 1
to
Agreement
(Trademark)

ITEM A. TRADEMARKS

Registered Trademarks

<u>* Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
	BUSH HOG	Reg. No. 595,490	Registered September 21, 1954
	BUSH HOG	Reg. No. 1,040,858	Registered June 8, 1976
	Wild Boar Logo	Reg. No. 1,045,291	Registered August 3, 1976
	RO-TILL	Reg. No. 1,466,978	Registered December 1, 1987
	TURF HOG	Reg. No. 1,524,174	Registered February 14, 1989
	ROW TOPPER	Reg. No. 1,774,935	Registered June 8, 1993
	THE GB LINE	Reg. No. 1,810,470	Registered December 14, 1993
	PERMA-LEVEL	Reg. No. 2,059,763	Registered May 6, 1997
	ZERO TURN	Reg. No. 2,182,592	Registered August 18, 1998
	WE MAKE YOU LOOK YOUR BEST	Reg. No. 2,151,327	Registered August 14, 1998
	RIP 'N' HILL	Reg. No. 1,130,234	Registered February 5, 1980
	LILLISTON	Reg. No. 1,310,794	Registered May 25, 1984
	Wild Boar Logo	Mexico Reg. No. 534,634	Registered October 28, 1996
	BUSH HOG	Mexico Reg. No. 564,552	Registered November 26, 1997
	THE GB LINE & Design	Canadian Reg. No. TMA 171392	Renewed September 18, 1995

UNITED STATES TRADEMARK APPLICATIONS

MULCH PRO	Serial No. 75/364,340	Filed September 29, 1997
BUSH HOG and Wild Boar Logo	Serial No. 75/370,288	Filed October 8, 1997
BUSH HOG with Wild Boar Logo	Serial No. 75/498,599	Filed June 9, 1998
BUSH HOG and Wild Boar Logo	Serial No. 75/498,624	Filed June 9, 1998
VICTORY	Serial No. 75/902,910	Filed January 25, 2000
V REEL	Serial No. 75/902,909	Filed January 25, 2000