

*MD*  
*3-2-01*

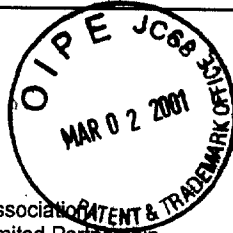


101636621

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

1. Name of conveying party(ies):

**Firststar Bank, N. A.**  
222 Second Avenue SE  
Cedar Rapids, Iowa 52401



- Individual
- General Partnership
- Corporation-State Iowa
- Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):

Name Unverferth Manufacturing Company, Inc.

Internal Address: \_\_\_\_\_

Street Address: P. O. Box 357

City Kalida

State Ohio ZIP 54853

- Individual (s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporate-State Ohio
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:

Yes  No

Additional name(s) & addresses(es) attached?

Yes  No

3. Name of Conveyance:

**Assignment**  Merger

Security Agreement  Change of Name

Other \_\_\_\_\_

Execution Date: February 28, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

**PLEASE SEE SCHEDULE (attached)**

Additional numbers attached?  Yes  No

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

Name: G. Franklin Rothwell

Internal Address: Suite 701 East

Street Address: 555 13th Street, N.W.

City: Washington

State: D. C. Zip 20004

6. Total number of applications and registrations involved: Eight (8)

7. Total fee (37 CFR 3.41): . . . \$ 215.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. 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.*

Anne M. Sterba  
Name of Person Signing

Signature

3-2-01  
Date

Total number of pages including cover sheet, attachments and documents: 10

**SCHEDULE 2 TO ASSIGNMENT****U.S. Trademarks**

<b><u>Registration No.</u></b>	<b>Reg. Date</b>	<b>Mark</b>	<b>Serial Number</b>	<b>Filing Date</b>
1,204,307	8/10/82	E-Z BOY	73/324,447	8/20/81
884,028	1/13/70	PARKER & Stylized P	72/306,164	8/28/68
912,500	6/8/71	PARKER	72/306,165	8/28/68
2,200,901	11/3/98	TOP AIR	75/165,860	9/13/96
1,178,865	11/24/81	TOP-AIR	73/296,037	2/6/81
959,765	5/29/73	BETTER-BILT	72/400,329	8/16/71
963,779	7/10/73	BETTER-BILT	72/400,330	8/16/71
1,148,697	3/24/81	TRIGON	73/191,033	10/27/78

1994-234.ASG

## ASSIGNMENT

This Assignment Agreement (hereinafter referred to as the "Assignment") is made and entered into as of the date set forth below, is by and between Firststar Bank, N.A., an Iowa corporation, with a place of business at 222 Second Avenue SE, Cedar Rapids, Iowa 52401, as Assignor (hereinafter referred to as "Firststar" and "Assignor") and Unverferth Manufacturing Company, Inc., an Ohio corporation, with a place of business at P.O. Box 357, Kalida, Ohio 54853, as Assignee (hereinafter referred to as "Unverferth" or "Assignee").

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to purchase from Assignor, all right, title, and interest that Assignor holds in certain patents (SAID PATENTS) and certain trademarks (SAID TRADEMARKS) heretofore owned by Top Air Manufacturing, Inc., an Iowa corporation ("Top Air"), Parker Industries, Inc., an Iowa corporation ("Parker"), and Parker Acquisition Sub, Inc., an Iowa corporation ("Parker Sub") (which entities are hereinafter collectively referred to as "Borrowers") by virtue of the transactions referred to in the next paragraph. Assignee acknowledges that the only information available to Assignor with regard to SAID PATENTS and SAID TRADEMARKS is as set forth in Schedules 1 and 2 attached hereto, and that Assignor makes no representation or warranty with regard to the accuracy of the information contained therein.

WHEREAS, Assignor is a secured creditor of Borrowers, pursuant to a Security Agreement dated November 2, 1998 which granted Assignor a security interest and first lien position in the Collateral (a copy of which Security Agreement is attached hereto). As a result of the defaults in the payment of Borrowers' obligations to Assignor, the Borrowers, on December 1, 2000, executed a Voluntary Surrender Agreement whereby Borrowers (a) voluntarily surrendered possession of the Collateral to Assignor, (b) agreed that Assignor was authorized to sell said assets, pursuant to the terms of the Security Agreement dated November 2, 1998 and the provisions of the Uniform Commercial Code, (c) waived any rights to any further notice of such sales under §9-504 of the Uniform Commercial Code, and (d) released Assignor from any liability related to any way to the disposition of the assets so surrendered (a copy of which Voluntary Surrender Agreement is attached hereto).

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, all right, title and interest that it owns in, to and under SAID PATENTS and SAID TRADEMARKS, including, but not limited to any divisions, renewals and continuations thereof that it owns, and any reissues and extensions thereof that it owns by virtue of the transactions of the second WHEREAS clause above, to the full end of the terms for which SAID PATENTS and SAID TRADEMARKS were granted, as fully and entirely as the same

**TRADEMARK**

**REEL: 002250 FRAME: 0985**

would have been held by Assignor had this assignment and sale not been made, including all rights to recover damages for any and all past infringement.

AND ASSIGNOR HEREBY covenants and indemnities that it has not executed, and will not execute, any agreement in conflict herewith. To the extent that any provisions contained in this Assignment may be inconsistent with the disclaimers or limitations of warranties contained in the Asset Purchase Agreement executed contemporaneously herewith, the Asset Purchase Agreement shall control.

IN TESTIMONY WHEREOF, ASSIGNOR'S duly authorized representative has set his/her hand and seal this 28<sup>th</sup> day of February, 2001.

**ASSIGNOR: Firststar Bank, N.A.**

By: David V. Castelluccio

Title: VICE PRESIDENT

Typed Name: DAVID V. CASTELLUCCIO

## Voluntary Surrender Agreement

This Voluntary Surrender Agreement (the "Agreement") is entered into effective as of December 1, 2000 by and between Firstar Bank, N.A. ("Bank"), Top Air Manufacturing, Inc., an Iowa corporation ("Top Air"), Parker Industries, Inc., an Iowa corporation ("Parker"), and Parker Acquisition Sub, Inc., an Iowa corporation ("Parker Sub"). Hereinafter, Top Air, Parker and Parker Sub may be collectively referred to as the Borrowers.

### Recitals

1. Top Air is obligated to the Bank for payment of certain loans, which have been evidenced by various loan agreements, most recently a loan agreement dated January 28, 2000, and by various promissory notes, most recently a Line of Credit Promissory Note dated January 28, 2000 and an Overadvance Line Credit Promissory Note dated January 28, 2000 (collectively the "New Notes"). In addition Top Air is obligated to Bank under a term note identified by Bank as Note No. 211094 and Note No. 300822 (the "Term Notes"). The New Notes and the Term Notes may hereinafter be collectively referred to as the "Notes."

2. The obligations of Borrowers to Bank are secured pursuant to a Security Agreement dated November 2, 1998, which grant Bank a security interest in all of Borrowers' equipment, inventory, accounts receivable and general intangibles, among other things. Hereinafter Borrowers' assets subject to Bank's security interest shall be referred to as the "Collateral."

3. Top Air has not paid the Notes at their maturity and is in default with respect to its payment obligations. Pursuant to an agreement effective as of April 18, 2000 and a subsequent agreement entered into on August 23, 2000 and made effective as of July 18, 2000, Bank agreed to forbear from exercising its remedies, including foreclosing against the collateral

pledged to secure payment of the Notes while Borrowers attempted to find replacement financing or new investors.

4. Borrowers have not been able to find replacement financing or new investors on terms acceptable to Bank, and Bank's obligation to forbear expired on October 31, 2000. Bank has made demand for payment in full the obligations owed to it. The Borrowers are unable to make payment and Bank has demanded the surrender of all the Collateral.

5. In lieu of the Bank's replevin of the Collateral pledged to secure the indebtedness, the Borrowers have reached an agreement for the voluntary surrender of the Collateral to the Bank, the terms of which are set forth in this Agreement.

#### Agreement

6. In consideration of the foregoing, and in consideration of the following mutual agreements and promises, Bank and the Borrowers agree as follows:

7. Effective immediately upon the execution of this Agreement, Borrowers shall and hereby do voluntarily surrender possession of all the Collateral to Bank and its agents. This surrender shall take place at Borrowers' places of business in Cedar Falls, Iowa and Jefferson, Iowa, but shall also include those portions of the Collateral presently in the possession of third parties wherever located, including but not limited to Collateral in the possession of dealers under various floor plan agreements between Borrowers and those dealers.

8. Borrowers understand and acknowledge that Bank intends to sell the Collateral without providing further notice to Borrowers of the terms and conditions of such sale. Borrowers hereby waive any rights to any further notice of such sales under § 9-504 of the Uniform Commercial Code. Borrowers hereby release Bank from any liability related in any way to the disposition of the Collateral contemplated by this Agreement.

9. Borrowers acknowledge that Bank intends to retain agents to assist Bank in the liquidation of the Collateral and agrees to cooperate in the turnover of all collateral to the Bank's designated agents and to permit the Bank to immediately secure the Borrower's business premises in Cedar Falls, Iowa and Jefferson, Iowa.

10. Borrowers consent to the Bank's use of their facilities in Cedar Falls and Jefferson, Iowa for purposes of the liquidation of the Collateral. Bank shall and hereby does indemnify Borrowers and hold Borrowers harmless from any claims arising from Bank's occupation and use of the premises under the terms of this Agreement. Bank acknowledges that Borrowers do not have the authority to bind Borrowers' lessors to the terms of this Agreement, and Bank shall be responsible for making any necessary agreements with those lessors in connection with Bank's occupation and use of the premises.

11. Bank agrees that it shall permit Borrowers to pay, or if necessary will provide payment, for claims of Borrowers' employees arising under Borrowers' self-insured health plans for claims arising prior to the date of this Agreement, provided, however, that Bank's obligation under this paragraph shall not exceed \$95,000 and shall not extend to any claim not presented to the third party administrator within 90 days of this Agreement. Bank may satisfy its obligations under this paragraph in full by paying any premium or other payment sufficient to cause the third party administrator to assume liability for these runoff claims under the health plan.

12. Bank agrees that it will permit Borrowers to pay, or will allow to be paid, all employee wages, salaries, commissions and expense reimbursement for Borrowers' employees up through close of business on November 30, 2000, including withholding taxes, employee 401(k) contributions, withholdings for wage garnishments, union dues and loan repayments, and independent sales commissions.

13. Bank acknowledges that Borrowers have paid a retainer of \$25,000 to the accounting firm of McGladrey & Pullen, LLP for preparation of the final tax returns for Borrowers that are shown on the attached Exhibit A. Borrowers acknowledge that the Bank has no further obligation to pay any costs related to the preparation of said final tax returns and also acknowledge that any tax refunds due Borrower as the result of the final returns and any amendments to these or prior returns, constitute the Bank's collateral and will be surrendered to the Bank. Borrower further agrees that upon the completion of McGladrey & Pullen's work on behalf of the company, as described herein, that any unearned portion of the retainer referred to in this paragraph shall be surrendered to Bank as proceeds of its collateral.

14. Bank acknowledges that Borrowers have paid a retainer of \$50,000 to the law firm of Gallop, Johnson and Neuman, L.C. for legal services rendered to the Borrowers. Borrowers acknowledge that the Bank has no further obligation to pay any costs related to the Borrower's legal expenses. Borrowers further agree that upon completion of all legal services rendered to the Borrower by Gallop, Johnson and Neuman, L.C., any unearned portion of the retainer referred to in this paragraph shall be surrendered to the Bank as proceeds of its collateral.

15. Bank shall give Borrowers and its accountants access to Borrowers' books and records during reasonable hours at Borrowers' premises for purposes of preparing tax returns, securities filings or other necessary filings. Bank and/or the Bank's agent shall cooperate in making available to Borrower any information and/or documents necessary for Borrower to wind up its corporate affairs.



16. At such time as Bank has completed the disposition of its Collateral, Bank shall return to Borrowers their books and records, including but not limited to those books and records shown on the attached Exhibit B.

17. Borrowers warrant and represent that Borrowers have all requisite corporate authority required to execute this Agreement and to perform all the terms and conditions of the Agreement.

18. Bank shall cause its agents to comply with and honor the terms of this Agreement.

19. Bank agrees for a period of one year following the execution of this Agreement to allow Borrowers to pay, or to cause to be paid, a retainer of \$100 per month, plus an hourly payment of \$25 per hour for an officer of Top Air to perform such services as are necessary to permit Borrowers to maintain their corporate charters, file tax returns and take other necessary corporate action. In no event shall Bank's obligations under this paragraph exceed \$350 in any calendar month or \$750 in a calendar quarter.

20. In the event the Bank deems it necessary to seek the appointment of a receiver pursuant to Iowa Code §680 for the purpose of collecting and liquidating the collateral, Borrowers hereby agree and consent to the appointment of such receiver and waive any and all notice with regard to such request.

21. Borrowers for themselves, their successors and assigns, absolutely, unconditionally and irrevocably waive and release any and all claims, demands, damages, actions and causes of action of any kind whatsoever whether known or unknown or unforeseen against the Bank, its agents, employees, officers, directors, attorneys, successors or assigns (each a "Released Party") arising out of any transaction, agreement, note or contract of any nature prior to the date of execution of this Agreement.

