



**Additional Receiving Parties**

Chief Transportation Products, Inc.  
3942 Old West Highway 30  
P.O. Box 2078  
Grand Island, Nebraska 68802-2078  
Nebraska Corporation

Chief Ethanol Fuels, Inc.  
3942 Old West Highway 30  
P.O. Box 2078  
Grand Island, Nebraska 68802-2078  
Delaware Corporation

Eagle Crest Homes, Inc.  
3942 Old West Highway 30  
P.O. Box 2078  
Grand Island, Nebraska 68802-2078  
Nebraska Corporation

G.I.C.C. Brokerage, Inc.  
3942 Old West Highway 30  
P.O. Box 2078  
Grand Island, Nebraska 68802-2078  
Nebraska Corporation

Grand Island Contract Carriers, Inc.  
3942 Old West Highway 30  
P.O. Box 2078  
Grand Island, Nebraska 68802-2078  
Nebraska Corporation

## AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

This Amendment, dated as of December 23, 2003, is made by and among CHIEF INDUSTRIES, INC., a Delaware corporation ("Industries"), CHIEF TRANSPORTATION PRODUCTS, INC., a Nebraska corporation ("Transportation"), CHIEF ETHANOL FUELS, INC., a Delaware corporation ("Ethanol"), EAGLE CREST HOMES, INC., a Nebraska corporation ("Eagle Crest"), G.I.C.C. BROKERAGE, INC., a Nebraska corporation ("GICC"), GRAND ISLAND CONTRACT CARRIERS, INC., a Nebraska corporation ("Carriers"; hereafter, Industries, Transportation, Ethanol, Eagle Crest, GICC, and Carriers will be collectively referred to as the "Borrower") and WELLS FARGO BUSINESS CREDIT, INC., a Minnesota corporation (the "Lender").

### Recitals

Industries, Transportation and the Lender are parties to a Patent and Trademark Security Agreement dated as of September 30, 2003, (the "Patent and Trademark Security Agreement"). Capitalized terms used in these recitals have the meanings given to them in the Credit and Security Agreement dated September 30, 2003, and the Patent and Trademark Security Agreement unless otherwise specified.

The Borrower has requested that certain amendments be made to the Patent and Trademark Security Agreement, which the Lender is willing to make pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is agreed as follows:

1. Release of Security Interest. The Lender agrees to release its security interest in "SHAR-LO", Trademark Registration Number 2385766, registered in the United States Patent and Trademark Office on September 12, 2000.
2. Amendment of Exhibit B. The Patent and Trademark Security Agreement is hereby amended by deleting in its entirety Exhibit B contained in the Patent and Trademark Security Agreement and replacing it with the attached, revised and restated Exhibit B.
3. No Other Changes. Except as explicitly amended by this Amendment, all of the terms and conditions of the Patent and Trademark Security Agreement shall remain in full force and effect.
4. Representations and Warranties. The Borrower hereby represents and warrants to the Lender as follows:
  - a. The Borrower has all requisite power and authority to execute this Amendment and to perform all of its obligations hereunder, and this Amendment has been duly executed and delivered by the Borrower and constitute the legal, valid and binding obligation of the Borrower, enforceable in accordance with its terms.
  - b. The execution, delivery and performance by the Borrower of this Amendment have been duly authorized by all necessary corporate action and do not (i) require any

authorization, consent or approval by any governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect, having applicability to the Borrower, or the articles of incorporation or by-laws of the Borrower, or (iii) result in a breach of or constitute a default under any indenture or loan or credit agreement or any other agreement, lease or instrument to which the Borrower is a party or by which it or its properties may be bound or affected.

- c. All of the representations and warranties contained in Article III of the Patent and Trademark Security Agreement are correct on and as of the date hereof as though made on and as of such date, except to the extent that such representations and warranties relate solely to an earlier date.
5. No Waiver. The execution of this Amendment and acceptance of any documents related hereto shall not be deemed to be a waiver of any Event of Default under the Patent and Trademark Security Agreement or breach, default or event of default under any Security Document or other document held by the Lender, whether or not known to the Lender and whether or not existing on the date of this Amendment.
6. Release. The Borrower hereby absolutely and unconditionally releases and forever discharges the Lender, and any and all participants, parent corporations, subsidiary corporations, affiliated corporations, insurers, indemnitors, successors and assigns thereof, together with all of the present and former directors, officers, agents and employees of any of the foregoing, from any and all claims, demands or causes of action of any kind, nature or description, whether arising in law or equity or upon contract or tort or under any state or federal law or otherwise, that the Borrower has had, now has or has made claim to have against any such person for or by reason of any act, omission, matter, cause or thing whatsoever arising from the beginning of time to and including the date of this Amendment, whether such claims, demands and causes of action are matured or unmatured or known or unknown.
7. Costs and Expenses. The Borrower hereby reaffirms its agreement under the Credit Agreement to pay or reimburse the Lender on demand for all costs and expenses incurred by the Lender in connection with the Loan Documents, including without limitation all reasonable fees and disbursements of legal counsel. Without limiting the generality of the foregoing, the Borrower specifically agrees to pay all fees and disbursements of counsel to the Lender for the services performed by such counsel in connection with the preparation of this Amendment and the documents and instruments incidental hereto. The Borrower hereby agrees that the Lender may, at any time or from time to time in its sole discretion and without further authorization by the Borrower, make a loan to the Borrower under the Credit Agreement, or apply the proceeds of any loan, for the purpose of paying any such fees, disbursements, costs and expenses.
8. Miscellaneous. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first written above.

Chief Industries, Inc.  
3942 Old West Highway 30  
P.O. Box 2078  
Grand Island, Nebraska 68802-2078

CHIEF INDUSTRIES, INC.

By Robert S. Eickhusen  
Its President and Chief Executive Officer

Chief Transportation Products, Inc.  
3942 Old West Highway 30  
P.O. Box 2078  
Grand Island, Nebraska 68802-2078

CHIEF TRANSPORTATION PRODUCTS, INC.

By Robert S. Eickhusen  
Its President and Chief Executive Officer

Chief Ethanol Fuels, Inc.  
3942 Old West Highway 30  
P.O. Box 2078  
Grand Island, Nebraska 68802-2078

CHIEF ETHANOL FUELS, INC.

By Robert S. Eickhusen  
Its President and Chief Executive Officer

Eagle Crest Homes, Inc.  
3942 Old West Highway 30  
P.O. Box 2078  
Grand Island, Nebraska 68802-2078

EAGLE CREST HOMES, INC.

By Robert S. Eickhusen  
Its President and Chief Executive Officer

G.I.C.C. Brokerage, Inc.  
3942 Old West Highway 30  
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Grand Island, Nebraska 68802-2078

G.I.C.C. BROKERAGE, INC.

By Robert S. Eickhusen  
Its President and Chief Executive Officer


Grand Island Contract Carriers, Inc.  
3942 Old West Highway 30  
P.O. Box 2078  
Grand Island, Nebraska 68802-2078

GRAND ISLAND CONTRACT CARRIERS, INC.

By Robert S. Eickhusen  
Its President and Chief Executive Officer

Wells Fargo Business Credit, Inc.  
Wells Fargo Center  
MAC N9312-040  
Sixth and Marquette  
Minneapolis, Minnesota 55479

WELLS FARGO BUSINESS CREDIT, INC.

By   
Brian J. Waldinger  
Its Vice President

**EXHIBIT B****UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS REGISTRATIONS**

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
"Chief" with Indianhead Logo	862,570	December 31, 1968
Indianhead Logo (Without the "Chief")	2,037,108	February 11, 1997
"Bellavista"	2,406,118	November 21, 2000
"Bellavista" Stylized	2,410,558	December 5, 2000
"Bonnavilla"	2,397,942	October 24, 2000
"Bonnavilla" Stylized	2,429,642	February 20, 2001
"Caldwell" Plus Words, Letters and/or numbers in Stylized Form	1,168,025	September 8, 1981
"York" Design plus Words, Letters and/or Numbers	1,996,865	August 27, 1996
"King of the Road" with Crown Logo	1,282,371	June 19, 1984
"King of the Road"	1,956,644	February 13, 1996

**APPLICATIONS**

<u>Mark</u>	<u>Serial Number</u>	<u>Registration Date</u>
"Superview Led"	76/310,660	July 2, 2002
"Genesis" with Stylized "G" Surrounding the Word	78/245,675	May 5, 2003