

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374942

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BEHLEN MFG CO.		10/13/2010	CORPORATION: NEBRASKA
BEHLEN SPAN PRODUCTS CO.		10/13/2010	CORPORATION: NEBRASKA

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	135 S. LaSalle Street, Ste 425
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	national association: UNITED STATES

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Serial Number:	85105960	HAWKLINE
Registration Number:	0887348	BEHLEN
Registration Number:	3563087	BEHLEN COUNTRY
Registration Number:	0904134	F
Registration Number:	1062614	AGSTAR
Registration Number:	1100000	CURVET
Registration Number:	1120449	BERICO
Registration Number:	1347204	NEK-STENDER
Registration Number:	1620808	BULL MASTER
Registration Number:	2079852	BEHLEN EDGE
Registration Number:	2136870	FARMASTER
Registration Number:	2137313	RANCH MASTER
Registration Number:	2471354	BEHLEN
Registration Number:	2471355	B
Registration Number:	3091414	IN-LOC
Registration Number:	3127894	BEHLEN EDGE EXPRESS
Registration Number:	3149702	BEHLEN EDGE-PRO
Registration Number:	3086585	IN-GAGE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3086626	ZL-24
Registration Number:	3091453	ZONAL LOCK
Registration Number:	2828210	EAGLEBEAM
Registration Number:	2643923	EAGLEBRIDGE
Registration Number:	2669853	EAGLESPAN
Registration Number:	2539740	EAGLESPAN
Registration Number:	3491594	EAGLESPAN

CORRESPONDENCE DATA

Fax Number: 3129932647

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3129932647

Email: zeynep.gieseke@lw.com

Correspondent Name: Zeynep Gieseke

Address Line 1: 330 N. Wabash Avenue, Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	029123-0058
NAME OF SUBMITTER:	Zeynep Gieseke
SIGNATURE:	/zg/
DATE SIGNED:	02/29/2016

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of October 13, 2010, by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of BANK OF AMERICA, N.A., a national banking association, in its capacity as Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement dated as of October 13, 2010 by and among Grantors, the other Persons named therein as Borrowers, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to continue to make the Loans and other financial accommodations for the benefit of Grantors and the other Borrowers party thereto upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Loan Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Secured Parties, this Patent and Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1 DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2 GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or of any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or any other country (collectively, "Patents") and (ii) rights under any written agreement now owned or hereafter acquired by Grantor granting any right with respect to any invention on which a Patent is in existence (collectively, "Patent Licenses") to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed under any Patent License.

3 GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof (collectively, "Trademarks") and (ii) any rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark ("Trademark License") to which it is a party including those referred to on Schedule II hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

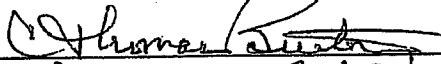
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

4 SECURITY AGREEMENT. The security interests granted pursuant to this Patent and Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral and in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BEHLEN MFG. CO., a Nebraska corporation

By: 
Name: C. THOMAS BURTON
Title: TREAS


BEHLEN SPAN PRODUCTS CO., a Nebraska corporation

By: 
Name: C. THOMAS BURTON
Title: SEN

[Signature Page to Patent and Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: 
Name: Susan Heller
Title: Vice President

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 005742 FRAME: 0177

SCHEDULE I
TO
PATENT AND TRADEMARK SECURITY AGREEMENT
PATENT REGISTRATIONS

<u>Pending Trademark Applications</u>			
<u>Name</u>	<u>Reference No.</u>	<u>Filing Date</u>	<u>Holder</u>
<u>Hawklite</u>	<u>85105960</u>	<u>8/12/2010</u>	<u>Behlen Mfg. Co.</u>

<u>Behlen Patents</u>				
<u>TITLE</u>	<u>STATUS</u>	<u>COUNTRY</u>	<u>PATENT NO.</u>	<u>PATENT DATE</u>
<u>Corrugated Web Beam</u>	<u>Issued; current</u>	<u>U.S.</u>	<u>6,415,577</u>	<u>7/9/2001</u>

SCHEDULE II
TO
PATENT AND TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

<u>BEHLEN MFG. CO.</u>			
<u>Currently Registered U.S. Trademarks</u>			
(As of 9/21/2010)			
<u>Trademark Name</u>	<u>Registration Number</u>	<u>Date of Registration</u>	<u>Holder</u>
<u>Behlen</u>	<u>0,887,348</u>	<u>3/10/1970</u>	<u>Behlen Mfg. Co.</u>
<u>Behlen Logo</u>	<u>0,887,349</u>	<u>3/10/1970</u>	<u>Behlen Mfg. Co.</u>
<u>Behlen Country (word mark)</u>	<u>3,563,087</u>	<u>1/20/2009</u>	<u>Behlen Mfg. Co.</u>
<u>F and Design (Class 12)</u>	<u>0,904,134</u>	<u>12/15/1970</u>	<u>Behlen Mfg. Co.</u>
<u>Agstar and Design1</u>	<u>1,062,614</u>	<u>4/5/1977</u>	<u>Behlen Mfg. Co.</u>
<u>Curvet</u>	<u>1,100,000</u>	<u>8/22/1978</u>	<u>Behlen Mfg. Co.</u>
<u>Berico and Design</u>	<u>1,120,449</u>	<u>6/19/1979</u>	<u>Behlen Mfg. Co.</u>
<u>Nek-Stender</u>	<u>1,347,204</u>	<u>7/9/1985</u>	<u>Behlen Mfg. Co.</u>
<u>Bull Master</u>	<u>1,620,808</u>	<u>11/6/1990</u>	<u>Behlen Mfg. Co.</u>
<u>Pole Enforcer</u>	<u>1,810,444</u>	<u>12/14/1993</u>	<u>Behlen Mfg. Co.</u>
<u>Behlen Edge</u>	<u>2,079,852</u>	<u>7/15/1997</u>	<u>Behlen Mfg. Co.</u>
<u>Farmaster</u>	<u>2,136,870</u>	<u>2/17/1998</u>	<u>Behlen Mfg. Co.</u>
<u>Ranch Master</u>	<u>2,137,313</u>	<u>2/17/1998</u>	<u>Behlen Mfg. Co.</u>
<u>Behlen</u>	<u>2,471,354</u>	<u>7/24/2001</u>	<u>Behlen Mfg. Co.</u>
<u>Behlen Logo (B and Design)</u>	<u>2,471,355</u>	<u>7/24/2001</u>	<u>Behlen Mfg. Co.</u>
<u>IN-LOC</u>	<u>3,091,414</u>	<u>5/9/2006</u>	<u>Behlen Mfg. Co.</u>
<u>Behlen Edge Express</u>	<u>3,127,894</u>	<u>8/8/2006</u>	<u>Behlen Mfg. Co.</u>
<u>Behlen Edge-Pro</u>	<u>3,149,702</u>	<u>9/26/2006</u>	<u>Behlen Mfg. Co.</u>
<u>In-Gage</u>	<u>3,086,585</u>	<u>4/25/2006</u>	<u>Behlen Mfg. Co.</u>
<u>ZL-24</u>	<u>3,086,626</u>	<u>4/25/2006</u>	<u>Behlen Mfg. Co.</u>
<u>ZONAL LOCK</u>	<u>3,091,453</u>	<u>5/9/2006</u>	<u>Behlen Mfg. Co.</u>
<u>Eaglebeam</u>	<u>2,828,210</u>	<u>3/30/2004</u>	<u>Behlen Span Products Co.</u>
<u>Eaglebridge</u>	<u>2,643,923</u>	<u>10/29/2002</u>	<u>Behlen Span Products Co.</u>
<u>Eaglespan</u>	<u>2,669,853</u>	<u>12/31/2002</u>	<u>Behlen Span Products Co.</u>
<u>Eaglespan</u>	<u>2,539,740</u>	<u>2/19/2002</u>	<u>Behlen Span Products Co.</u>

<u>Eaglespan</u>	<u>3,491,594</u>	<u>8/26/2008</u>	<u>Behlen Span Products Co.</u>
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Common Law Trademarks		
<u>Name</u>	<u>Product type</u>	<u>Other details</u>
<u>ZL-16</u>	<u>Roof panel</u>	-
<u>Haysmart</u>	<u>Bale feeder</u>	-
<u>GALVSmart</u>	<u>Fence panels & gates</u>	-
<u>EagleKraft</u>	<u>Insulation systems for metal buildings</u>	-
<u>Aquiflo</u>	<u>Geothermal well systems</u>	-
<u>Horseman's Choice</u>	<u>Equine equipment including drinkers and feeders</u>	<u>App. Abandoned 10/29/97</u>
<u>Big Valley & V design</u>	<u>Cattle handling equipment namely squeeze chutes</u>	<u>Registration allowed to lapse</u>
<u>Club Kennel</u>	<u>Dog kennels</u>	-
<u>Magnum Kennel</u>	<u>Dog kennels</u>	-

Behlen Foreign Trademarks				
<u>NAME</u>	<u>COUNTRY</u>	<u>APPLICATION/ REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>STATUS</u>
<u>Berico</u>	<u>China</u>	<u>890092</u>	<u>10/28/1996</u>	<u>Registered; in force</u>
<u>Berico</u>	<u>Peru</u>	-	-	<u>Unified</u>
<u>Berico</u>	<u>China</u>	<u>1167604</u>	<u>4/14/1998</u>	<u>Registered; in force</u>
<u>Berico</u>	<u>EU</u>	<u>970467</u>	<u>2/29/2000</u>	<u>Registered; in force</u>
<u>Berico and Design</u>	<u>Costa Rica</u>	<u>69884</u>	<u>4/28/1989</u>	<u>Registered; in force</u>
<u>Behlen and Design</u>	<u>Canada</u>	<u>177734</u>	<u>8/20/1971</u>	<u>Registered; in force</u>
<u>Behlen and Design</u>	<u>Mexico</u>	<u>265961</u>	<u>9/2/1981</u>	<u>Registered; in force</u>
<u>Big Valley (logo)</u>	<u>Argentina</u>	<u>1847426</u>	<u>10/17/2001</u>	<u>Registered; in force</u>
<u>Behlen</u>	<u>China</u>	<u>890091</u>	<u>10/28/1996</u>	<u>Registered; in force</u>
<u>Behlen</u>	<u>China</u>	<u>886543</u>	<u>10/21/1996</u>	<u>Registered; in force</u>
<u>Behlen</u>	<u>Brazil</u>	<u>6093167</u>	<u>6/10/1975</u>	<u>Registered; in force</u>
<u>Behlen</u>	<u>Argentina</u>	<u>2299000</u>	<u>7/2/2009</u>	<u>Registered; in force</u>