

08-19-1998

ER SHEET

Patent and Trademark Office

LY

Attorney Docket No. \_\_\_\_\_

To the Honorable Commis.

100796558

the attached original documents or copy thereof.

1. Name of conveying party(ies):

Puregro Company

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

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

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

Name: Crop Production Services, Inc.

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

Street Address: P. O. Box 1168

City: Fresno State: CA ZIP: 93715

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- Other \_\_\_\_\_

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

3. Nature of conveyance:

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

Execution Date: February 18, 1997

*MRD 8.18.98*

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule A

Additional numbers attached?  Yes  No

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

Name: Lawrence E. Laubscher, Jr.

Internal Address: LAUBSCHER & LAUBSCHER

Street Address: 745 South 23rd Street, Suite 300

City: Arlington State: Virginia ZIP: 22202

6. Total number of applications and registrations involved: \_\_\_\_\_

14

7. Total fee (37 CFR 3.41)..... \$ 265.00 *E*

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

05/29/1998 DCOATES 00000133 1408027

DO NOT USE THIS SPACE

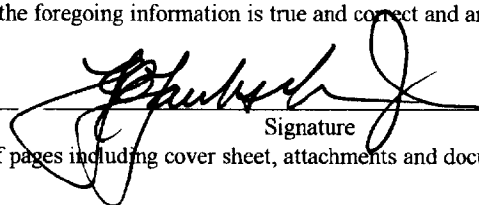
01 FC:481 40.00 OP  
02 FC:482 225.00 OP

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.

Lawrence E. Laubscher, Jr.

Name of Person Signing



Signature

5/18/98

Date

Total number of pages including cover sheet, attachments and document: 8

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

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

FORM PTO-1594

U.S. DEPARTMENT OF COMMERCE

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Patent and Trademark Office

Attorney Docket No. \_\_\_\_\_

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

1. Name of conveying party(ies):  
Puregro Company

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

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 Yes  No

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 Name: Crop Production Services, Inc.  
 Internal Address: \_\_\_\_\_  
 Street Address: P.O. Box 1168  
 City: Fresno State: CA ZIP: 93715

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_

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

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 Other \_\_\_\_\_

Execution Date: February 18, 1997

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

A. Trademark Application No.(s)  
 B. Trademark Registration No.(s)  
 See Schedule A

Additional numbers attached?  Yes  No

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41)..... \$ 365.00  
 Enclosed \$265.00  
 Authorized to be charged to deposit account \$100.00

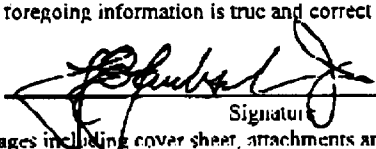
8. Deposit account number: 12-0605  
 (Attach duplicate copy of this page if paying by deposit account)

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

Name: Lawrence E. Laubscher, Jr.  
 Internal Address: LAUBSCHER & LAUBSCHER  
 Street Address: 715 South 23rd Street, Suite 300  
 City: Arlington State: Virginia ZIP: 22202

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.

Lawrence E. Laubscher, Jr.  \_\_\_\_\_  
 Name of Person Signing      Signature      Date 11/16/98

Total number of pages including cover sheet, attachments and document: 8

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

SCHEDULE A

<u>Trademark</u>	<u>Registration No.</u>
Crop Monitor Program	1,408,027
DRIPpHLO	1,270,438
GAVICIDE	1,762,380
GAVICIDE-C	1,762,379
GRO	771,015
LEAF LIFE	771,380
LEAF ACT 80	1,277,589
NUTRI-COMP	1,312,909
PURE-GREEN	1,321,666
WET-SPREAD	1,267,472
POPPY	628,079
PURE GRO	792,048
PUREGRO (& design)	943,894
PUREGRO (& design)	942,218

**ASSIGNMENT OF REGISTERED AND NON-REGISTERED  
TRADEMARKS AND PENDING APPLICATIONS**

TRADEMARK ASSIGNMENT ("Assignment") dated as of February 18, 1993, from PUREGRO COMPANY, a California corporation ("PureGro"), to CROP PRODUCTION SERVICES, INC. a Delaware corporation ("CPS").

WHEREAS, PureGro is the rightful owner of United States registered and non-registered trademarks and pending applications for registered trademarks listed on the attached Schedule I to this Assignment (the "Trademarks");

WHEREAS, PureGro and CPS have entered into an Asset Purchase and Sale Agreement dated as of February 18, 1993 (the "Asset Agreement"), providing, among other things, for the purchase and sale of certain assets of PureGro, including the Trademarks;

NOW, THEREFORE, for the purpose of effecting such purchase and sale pursuant to the Asset Agreement and for good and valuable consideration, the adequacy and receipt of which PureGro hereby acknowledges, PureGro agrees as follows:

1. Definitions. Each capitalized term used herein and not otherwise defined shall have the meaning assigned to it in the Asset Agreement.
2. Assignment of Trademarks. PureGro does hereby sell, assign, transfer and set over to CPS, all of PureGro's right, title and interest in and to the Trademarks, any registration and reregistration of the Trademarks, and the goodwill of the Trademarks and the business associated with the Trademarks, the same to be held and enjoyed by CPS for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by PureGro if this assignment and sale had not been made, together with all claims against third parties for damages by reason of infringement of any Trademark by any third party, with the right to sue for and collect the same for its own use, and for the use of its successors, assigns or other legal representatives.
3. Ownership. PureGro hereby covenants that it has exclusive title to the registered trademarks and that it has title to the non-registered trademarks, and the full right to convey, the interests herein assigned, and that it has not executed, and will not execute any agreements in conflict herewith.



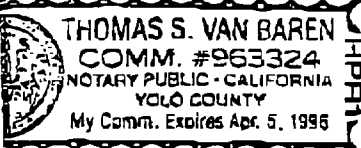
APR 29 '98 03:31PM AGRICUM U S INC

of CALIFORNIA  
of Yolo

2/18/93 before me, Thomas S. VanBaren, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G., JANE DOE, NOTARY PUBLIC

ally appeared Philip M. Dodge  
NAME(S) OF SIGNER(S)

sonally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.  
Thomas S. Van Baren  
SIGNATURE OF NOTARY

**OPTIONAL SECTION**

**CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)
- TITLE(S) \_\_\_\_\_
- PARTNER(S)  LIMITED  GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)  
Union D.T. Co.  
of California

**CERTIFICATE MUST BE ATTACHED TO DOCUMENT DESCRIBED AT RIGHT:**

**OPTIONAL SECTION**

TITLE OR TYPE OF DOCUMENT \_\_\_\_\_  
NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

The data requested here is not required by law. Prevent fraudulent reattachment of this form.

SCHEDULE 1

MARK	REGISTRATION NO.	SERIAL NO.	REGISTRATION DATE	REGISTERED GOODS/SERVICES
Crop Monitor Program	1408027	544893	Sept. 2, 1986	Consultative service involving field sampling, laboratory testing, computerized evaluation, & reporting by the field agent to the grower as to the relationship between agricultural plant growth & fertilizer interaction in order to enhance the opportunity for achievement of a yield approaching genetic potential
DRIPPHLO & Design	1270430	353275	March 20, 1984	Liquid fertilizers formulated specifically for drip irrigation
Gro & Design	771015	154183	June 9, 1964	Fertilizers
Leaf Life	771380	173381	June 16, 1964	Plant nutrients for leaf spray application
Leaf Act 80	127758	360386	May 15, 1984	Surfactant used as spray adjuvant to increase efficiency of agricultural sprays

Assignment of Registered and Non-Registered Trademarks

and Pending Applications  
February 18, 1993

TRADEMARK

MARK	REGISTRATION NO.	SERIAL NO.	REGISTRATION DATE	REGISTERED GOODS/SERVICES
Nutri-Comp	1312909	470095	Jan. 8, 1985	Liquid fertilizer
Poppy	628079	686218	June 5, 1956	Dusting sulphur used as a fungicide or insecticide
Pure Gro	792048	196393	July 6, 1965	Fertilizers, including ammonium nitrate
PureGro & Design	943894	72-392966	October 3, 1992	Pesticides, fungicides & herbicides
PureGro & Design	942218	72-192965	Sept. 5, 1972	Agricultural fertilizers
Pure-Green	1321666	482834	Feb. 26, 1985	Liquid fertilizer for lawn use
Wet-Spread	1267472	359324	Feb. 21, 1984	Chemicals-namely, surfactants, for use with agricultural sprays

Assignment of Registered and Non-Registered Trademarks

and Pending Applications  
February 16, 1993



PUREGRO TRADEMARKS PENDING REGISTRATION IN THE UNITED STATES

MARK	SERIAL NO.	FILED DATE	PUBLICATION DATE	GOODS
Gavicide	74-269510	April 27, 1992	Jan. 12, 1993	Insecticides & fungicides
Gavicide-C & Design	74-269508	April 27, 1992	Jan. 12, 1993	Insecticides & fungicides