

11-24-1998

FORM PTO-1618A

Expires 06/30/99

OMB 0651-0027

MPP
11.18.98



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

100907257

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original documents(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

Name

Month Day Year

Formerly

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

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 Assignment.)

11/24/1998 SMITH 0000013 75327704

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 900.00 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: 1820 FRAME: 0694

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)

<input type="text" value="75/327,704"/>	<input type="text" value="75/530,997"/>	<input type="text" value="75/403,727"/>	<input type="text" value="1,388,832"/>	<input type="text" value="1,693,868"/>	<input type="text" value="889,935"/>
<input type="text" value="75/403,728"/>	<input type="text" value="75/471,987"/>	<input type="text"/>	<input type="text" value="1,383,071"/>	<input type="text" value="1,378,639"/>	<input type="text" value="1,963,269"/>
<input type="text" value="75/403,599"/>	<input type="text" value="75/471,986"/>	<input type="text"/>	<input type="text" value="1,393,741"/>	<input type="text" value="1,354,817"/>	<input type="text" value="1,297,311"/>

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.)

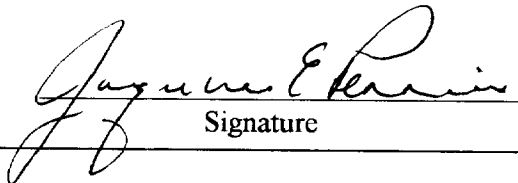
Deposit Account Number: #

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.


Name of Person Signing


Signature

11/17/98
Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership Corporation

Other

Citizenship/State of Incorporation/Organization

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(Designation must be a separate document from the Assignment.)

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

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Trademark Application Number(s)

Registration Number(s)

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982,771	1,678,193	790,903
1,864,513	676,303	1,221,330
1,748,094	773,438	1,284,087
1,736,007	1,677,314	1,682,612
1,226,391	1,223,037	1,306,770
1,905,260	1,376,816	982,426
1,682,558	1,351,140	1,239,023

Schedule A

All intellectual property owned by Gustafson, Inc., including without limitation, copyrights, copyright applications, patents, patent applications, trademarks, trademark applications, trade names, service marks, logos, slogans, inventions, processes, production methods, proprietary information, know-how, trade secrets, information, identification lists, product and technical labels, data, including registration data and governmental authority data, plans, blueprints, specifications, designs, manufacturing information, formulation recipes and techniques, seed safety information, seed testing techniques, efficacy data, environmental, residue, toxicology and product chemistry information, discoveries, drawings, recorded knowledge, techniques, ideas, concepts, surveys, engineering reports, test reports and procedures, manuals, materials standards, process standards, performance standards, catalogs, flow charts, formulation or technical registrations, work techniques, computer and automatic machinery software and programs, related object and source code and the like whether or not protected by or protectable by patent, copyright, trademark, trade secret or other proprietary rights or by governmental authority registrations, and including without limitation the following patents, trademarks and copyrights:

Patents:

Name	Number	Date of Issue
Composition and Method for protecting plants from phytopathogenic fungi	US-5215747	6/1/93
Metering device for liquid treatments	US-4465016	8/14/84
2,4-Disubstituted-5-thiazole-carboxylic-acids and derivatives	US-4437876	3/20/84
Sampler for flowing pressurized dry material	US-4433587	2/28/84
Automatic crosscut sampler	US-4389906	6/28/83
Treated peanut seeds	US-4372080	2/8/83
Seed having high opacity coatings	US-4368591	1/18/83
Peanut seed treating	US-4339456	7/13/82
Peanut seed treating machine	US-4275682	6/30/81
Stable protective seed coating	US-4272417	6/9/81
2-chloro-4-trifluoromethyl-5-thiazolecarboxylic acids and derivatives	US-4251261	2/17/81

Patent Applications:

Name	Number	Date of Filing
System and Method for Packaging a Chemical Composition	09/030,287	2/25/98
Biologically-Active Microdispersion Composition	09/098,842	6/17/98
Seed coating apparatus	08/912888	?
	App No. CN: 2129239	Expiration: 1/26/2013

US Trademarks:

Trademark	Reg/App. Number	Reg/Filing Date
Accu-Coat	1388832	4/8/86
Accu-Treat	1383071	2/18/86
Allegiance	75/327704	7/21/97
Allegiance Seed Treatment Fungicide & Design	75/403728	12/11/97
Anchor	1393741	5/20/86
Bio Logic	75/403599	12/11/97
Brite-Coat	1693868	6/16/92
Britener	1378639	1/14/86
Britener Plus	1354817	8/20/85
Design only	889935	4/28/70
Dyna-Coat	1963269	3/19/96
Enhance	1297311	9/25/84
Evershield	982771	4/30/74
FA-12	1864513	11/29/94
Flo-Pro	1748094	1/26/93
Germate	1736007	12/1/92
Gustafson (& Design)	1226391	2/8/83
Kodiak	1905260	7/18/95
Magna-Britener	1682558	4/14/92
Magna-Coat	1678193	3/10/92
Mist-O-Matic	676303	3/31/59
Mist-O-Matic	773438	7/21/64
Prevail	1677314	3/3/92
Pro-Ized	1223037	1/11/83
Quantum-4000	1376816	1/7/86
RTU-	1351140	7/30/85
Screen	790903	1/15/65

US Trademarks (cont.):

Profound	75/530997	8/5/98
Assault	75/471987	4/22/98
Design only	75/471986	4/22/98
Screen	1221330	12/28/82
Seed Protectant Analyzer	75/403727	12/11/97
Size-Right	1284087	7/3/84
Tops	1682612	4/14/92
Tops-2.5D	1306770	11/27/84
Triple Noctin	982426	4/23/74
Yield Shield	1239023	5/24/83

Canadian Trademarks:

Trademark	Registration Number	Registration Date
EVERSHIELD	TMA 220005	April 15, 1977
GUSTAFSON	Application Pending 0818638	filed 7/23/96
GUSTAFSON & DESIGN	Application Pending 0680263	filed 4/19/91
MAGNA-BRITENER	TMA 465670	November 1, 1996
MAGNA-COAT	TMA 465671	November 1, 1996
MISTO-O-MATIC	TMA 121282	February 24, 1961

U.S. Copyrights:

*Kamatrol 1101 operations manual	TX 1483962	Registered 12/31/84
*Number 4 Size Right operations manual	TX 1483961	Registered 12/31/84
*Number 6 Size Right operations manual	TX 1483960	Registered 12/31/84
*Gustafson screens technical data sheet	TX 1483959	Registered 12/31/84
*Accu-treat treater technical data sheet	TX 1483958	Registered 12/31/84
*Model 'D' automatic sampler (operations manual)	TX 1483957	Registered 12/31/84
*Model B automatic sampler (operations manual)	TX 1483956	Registered 12/31/84
*Model A automatic sampler (operations manuals)	TX 1483955	Registered 12/31/84
*Model 'RX' automatic sampler (operations manuals)	TX 1483954	Registered 12/31/84
*Model 'R' automatic sampler (operations manuals)	TX 1483953	Registered 12/31/84
*Model 'L' automatic sampler (operations manuals)	TX 1483952	Registered 12/31/84
*Model GWA automatic sampler (operations manuals)	TX 1483951	Registered 12/31/84
*Gustafson/Westrup model FA-1250 &	TX 1241927	Registered 6/13/83

1500 (operations manual)		
*Model PR automatic sampler operations manuals (operations manual)	TX 1241926	Registered 6/13/83
*Model SFS sample feed system	TX 1180099	Registered 8/29/83
*Automatic sampling systems: Gustafson, the professionals	TX 1180055	Registered 8/29/83
*Model PC automatic sampler	TX 1179966	Registered 8/29/83
*Stainless steel premix tanks	TX 1140241	Registered 5/13/83
*Chemical transfer system	TX 1140240	Registered 5/13/83
*OFC-5000 utility cleaner; operations manual	TX 1140239	Registered 5/13/83
Gustafson seed treating equipment	TX 127285	Registered 7/21/78

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Agreement"), dated as of November 20, 1998 (the "Effective Date") is from **Gustafson, Inc.**, a corporation organized under the laws of the Commonwealth of the State of Minnesota (the "Assignor") to **Gustafson LLC**, a limited liability company organized under the laws of the State of Delaware (the "Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to the intellectual property described on Schedule A (the "Intellectual Property") attached hereto; and

WHEREAS, for good and valuable consideration and pursuant to a certain Purchase Agreement, dated as of November __, 1998 (the "Purchase Agreement"), by and among the Assignor, Crompton & Knowles Corporation, a corporation organized under the laws of the Commonwealth of Massachusetts, Uniroyal Chemical Company, Inc., a corporation organized under the laws of the State of New Jersey, Trace Chemicals, Inc., a corporation organized under the laws of the State of Nevada and Bayer Corporation, a corporation organized under the laws of the State of Indiana, and upon the terms and conditions set forth below, Assignor desires to assign all of its rights and interests with respect to the Intellectual Property to Assignee and Assignee desires to accept such assignment and assume all rights and obligations of Assignor associated with the Intellectual Property.

NOW, THEREFORE, in consideration of the transactions contemplated by the Purchase Agreement and this Agreement and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

1. Assignment. Assignor hereby sells, assigns and transfers unto Assignee, its successors, heirs and assigns all right, title and interest in and to the Intellectual Property, including, without limitation, the right to any registrations thereof, the right to prosecute any applications therefor, the right to have any patents or registrations issue in the name of the Assignee, the right to file for registration thereof in any country in the world with the full benefit of any priorities which may now or in the future be granted by law or by treaty, the right to apply for and obtain any renewal of any registrations thereof, the right to sue for past and future infringement and the right to the goodwill of the business symbolized thereby.
2. Further Assurances. Assignor will execute any and all additional documents that may be reasonably necessary in the opinion of counsel for Assignee to perfect the transfer of rights set forth herein.

3. Representations and Warranties. This Agreement is subject to the terms and conditions of the Purchase Agreement and the respective representations, warranties, covenants, agreements and obligations made in the Purchase Agreement by the parties to the Purchase Agreement are incorporated herein by reference, and constitute an integral part of this Agreement and shall survive the execution and delivery of this Agreement to the extent provided in Article 9 of the Purchase Agreement.

4. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective administrators, personal and legal representatives, successors, and permitted assigns.

5. Governing Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of New York.

[next page is the signature page]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

GUSTAFSON, INC.

By: *T. Gilliam Austin*
T. Gilliam Austin
President

GUSTAFSON LLC

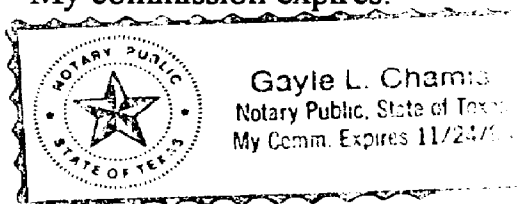
By: *T. Gilliam Austin*
T. Gilliam Austin
President

STATE OF *Texas*)
) :SS
COUNTY OF *Collin*)

The foregoing instrument was acknowledged before me this 16 day of November, 1998, by T. Gilliam Austin of Gustafson, Inc. as his act and deed, and the free act and deed of said corporation.

Gayle L. Chamis
Notary Public
My commission expires:

STATE OF *Texas*)
) :SS
COUNTY OF *Collin*)



The foregoing instrument was acknowledged before me this 16 day of November, 1998, by T. Gilliam Austin of Gustafson LLC as his act and deed, and the free act and deed of said company.

Gayle L. Chamis
Notary Public
My commission expires:

