



FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

11-17-1998

12-22-1998

Department of Commerce  
and Trademark Offices  
EMARK

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #10

**RECORDATION  
TRA**



100926200

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 #

MEO  
11-17-98

**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  
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

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

190E

- Individual  General Partnership  Limited Partnership
- Corporation  Association

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.)

Other

Citizenship/State of Incorporation/Organization

12/21/1998 DNGUYEN 00000091 1712864

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
150.00 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. 2023

**TRADEMARK  
REEL: 1829 FRAME: 0632**

**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

860-275-8500

Name

Jacqueline E. Pennino, Esq.

Address (line 1)

Robinson & Cole LLP

Address (line 2)

280 Trumbull Street

Address (line 3)

Hartford, CT 06103-3597

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

4

**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)**


1,712,864	1,480,304	1,120,803
1,640,896	1,258,197	
1,516,981	1,132,500	

**Number of Properties**

Enter the total number of properties involved.

#

7

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

190.00

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:

#

18-1685

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.

Jacqueline E. Pennino

Name of Person Signing

Jacqueline E. Pennino

Signature

11/17/98

Date Signed

**INTELLECTUAL PROPERTY ASSIGNMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Agreement"), dated as of November 20, 1998 (the "Effective Date") is from **Trace Chemicals, Inc.**, a corporation organized under the laws of the State of Nevada (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, Gustafson Inc., a corporation organized under the laws of the State of Minnesota 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 and 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 and incorporated herein by reference, 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.

**TRACE CHEMICALS, INC.**

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

**GUSTAFSON LLC**

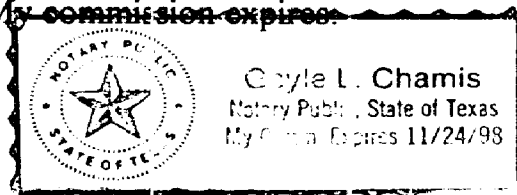
By: *T. Gilliam Austin*  
T. Gilliam Austin  
President

STATE OF Texas )  
 )  
COUNTY OF Collin ) :SS

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

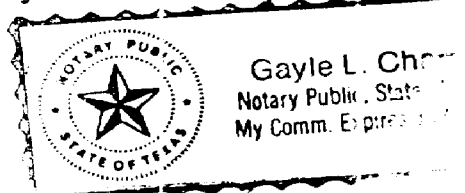
*Gayle L. Chamis*  
Notary Public  
~~My commission expires:~~

STATE OF Texas )  
 )  
COUNTY OF Collin ) :SS



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:



## Schedule A

All intellectual property owned by Trace Chemicals, 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:

### **U.S. Patents:**

<b>Patent</b>	<b>Reg No.</b>	<b>Date</b>
Applicator for seed treatment products	5512099	4/30/96
Applicator for seed treatment products	5607717	3/4/97

### **U.S. Trademarks:**

<b>Mark</b>	<b>Reg No.</b>	<b>Reg Date</b>
Grain Guard	1712864	9/8/92
Bean Guard	1640896	4/9/91
Kernel Guard	1516981	12/20/88
Kernel Guard	1480304	3/15/88
Hi Moly/Captan	1258197	11/22/83
Liquid Moly	1132500	4/8/80
Nitro-Fix	1120803	6/26/79