

04-26-2000



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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

4-3-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(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
 - Merger
 - Change of Name
 - Other
- Effective Date
Month Day Year
010190

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
010190

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)
City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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40.00 DP

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

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1136562"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Cathy L. Roche

Name of Person Signing

Cathy Roche
Signature

3/24/2000
Date Signed

ASSIGNMENT AGREEMENT

THIS AGREEMENT made as of January, 1, 1990, between LIPHA CHEMICALS, INC., a New York corporation with its principal place of business at 660 Madison Avenue, in the city of New York, State of New York ("Lipha Chemicals") and LIPHATECH, INC., a Delaware corporation with its principal place of business at 3101 West Custer Avenue, in the city of Milwaukee, State of Wisconsin ("LiphaTech") (Lipha Chemicals and LiphaTech sometimes collectively being referred to as the "Parties");

W I T N E S S E T H :

WHEREAS, pursuant to that certain letter dated January 1, 1990, from Lipha Chemicals to LiphaTech, Lipha Chemicals has offered to contribute to the capital of LiphaTech all tangible and intangible assets belonging to, and all liabilities and other obligations of, Lipha Chemicals, including but not limited to fixed assets, contracts, shares of stock, inventories, employees, leases and intellectual property rights, used in connection with, or otherwise associated with, the manufacture and sale of rodenticides and of nitrogen-fixation inoculants (the "Rodenticide and Inoculant Businesses") as of January 1, 1990 without the issuance of additional shares of the Common Stock of LiphaTech; and

WHEREAS, pursuant to that certain letter dated January 1, 1990, from LiphaTech to Lipha Chemicals, LiphaTech has accepted such offer of the contribution of the Rodenticide and Inoculant Businesses to the capital of LiphaTech; and

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Lipha Chemicals hereby transfers, assigns, conveys and sets over to LiphaTech, effective January 1, 1990, all right, title and interest of Lipha Chemicals in the Rodenticide and Inoculant Businesses, including any and all outstanding contractual obligations incurred in furtherance of such Rodenticide and Inoculant Businesses by Lipha Chemicals as set forth in Appendix A attached hereto and hereby made a part hereof.

2. To the best knowledge of the Parties, the transfer, assignment and conveyance of the Rodenticide and Inoculant Businesses to LiphaTech as provided herein will not (i) result in any breach of, constitute any default under or result in a termination of or an acceleration under any term or provision of any commitment, contract, agreement, license or other instrument or obligation which is part of the Rodenticide and Inoculant Businesses or to which Lipha Chemicals or LiphaTech is a party; (ii) result in any violation of any law, or any rule or regulation of any administrative agency or governmental body or any judgment, order, injunction or decree of any court, administrative agency or governmental body; (iii) cause LiphaTech to lose the benefit of any right or privilege which Lipha Chemicals presently enjoys in connection with the Rodenticide and Inoculant Businesses; or (iv) result in any past, present or future contractual financial obligations or liabilities to LiphaTech other than those set forth in Appendix A. To the best knowledge of Lipha Chemicals, no proceedings have been instituted or are pending or threatened which challenge the rights of Lipha Chemicals or LiphaTech in or to the Rodenticide and Inoculant Businesses.

3. Lipha Chemicals makes no other warranties or representations, either express or implied, with respect to the Rodenticide and Inoculant Businesses.

4. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York. This Agreement contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and merges and supersedes all prior discussions and writings with respect thereto. No modification of this Agreement shall be effective unless made in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the date first above written.

LIPHA CHEMICALS, INC.


By:



Gerard E. Daniel, President

LIPHATECH, INC.

By:



Thomas H. Winkofske, President