

FORM PTO-1618A  
Expires 06/30/00  
OMB 0651-0027

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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  
**01 14 99**

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
**01 14 99**

Name Position Inc.

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Alberta, CANADA

#### Receiving Party

Mark if additional names of receiving parties attached

Name Deltatec Technologies Ltd.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) #202, 1439 - 17th Avenue SE

Address (line 2) \_\_\_\_\_

Address (line 3) Calgary Alberta, CANADA T2G 1J9  
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 Alberta, CANADA

#### FOR OFFICE USE ONLY

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 Practices. 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

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**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="75371154"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75428514"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75428781"/>	<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.

Gerry J. Elman

November 1, 2000

Name of Person Signing

Signature

Date Signed

THIS AGREEMENT made effective the 14 day of January, 1999.

AMONG

DELTATEE TECHNOLOGIES LTD., a body corporate duly incorporated pursuant to the laws of the Province of Alberta (hereinafter referred to as "TECHNOLOGIES")

- and -

POSITION INC., a body corporate duly incorporated pursuant to the laws of the Province of Alberta (hereinafter referred to as "POSITION")

- and -

HIGHLAND PARK FINANCIAL INC., a body corporate duly incorporated pursuant to the laws of the Province of Manitoba (hereinafter referred to as "HIGHLAND")

(hereinafter collectively referred to as the "PARTIES")

**SALE AND ROYALTY AGREEMENT**

**PREAMBLE:**

**WHEREAS:**

- A. POSITION has entered an Agreement among itself, Deltatee Enterprises Ltd. and HIGHLAND pursuant to which it will acquire two hundred (250) UNITS;
- B. POSITION is in possession of the SALES PROPERTY;
- C. TECHNOLOGIES wishes to carry on business consisting in part of the sale and distribution of UNITS;
- D. POSITION has developed and owns proprietary information, know-how, and technology relating to the MARKER TECHNOLOGY;
- E. TECHNOLOGIES acquire the marker technology in accordance with the terms hereof;

F. POSITION is willing to grant a license to TECHNOLOGIES to use the MARKER TECHNOLOGY and to transfer the MARKER TECHNOLOGY to TECHNOLOGIES in accordance with the terms hereof;

G. HIGHLAND is a secured creditor of POSITION;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of these premises and of the terms, conditions and agreements herein contained the PARTIES do hereby agree as follows:

**ARTICLE 1 - INTERPRETATION**

**1.1 Definitions**

In this Agreement, including in the Preamble, unless there is something in the subject matter or context inconsistent therewith, the following words shall have the following meanings:

(a) "MARKER TECHNOLOGY" means the straight line guidance system known as the Marker Agricultural Guidance System and any components thereof for use on agricultural vehicles including the trade secret processes or devices, drawings, schematics, software source codes, data, formulas, inventions (whether or not such inventions have been protected by patent, copyright, trademark or industrial design), specifications and characteristics of products being planned or being developed, and research subjects, networks and results relating to the said MARKER TECHNOLOGY;

(b) "SALES PROPERTY" means any property, whether tangible or intangible, in electronic form or in hard copy that may be or is being used for the sale and distribution of MARKER TECHNOLOGY or UNITS to third parties including but not limited to customer lists, purchase orders, invoices, brochures, marketing

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materials, requisitions and all associated software, computer programs and intellectual property (whether or not such intellectual property have been protected by patent, copyright, trademark or industrial design); and

- (c) "UNITS" means each individual straight line guidance system derived from the **MARKER TECHNOLOGY** saleable to third parties to this Agreement.

## ARTICLE 2 - SALES PROPERTY

### 2.1 Assignment

POSITION hereby assigns, transfers and conveys the SALES PROPERTY to TECHNOLOGIES and covenants to deliver same to TECHNOLOGIES immediately upon execution of this Agreement. TECHNOLOGIES hereby accepts the said assignment, transfer and conveyance.

2.2 POSITION hereby assigns, transfers and conveys to TECHNOLOGIES all of POSITION's right, title and interest in and to the following registered trademarks and trademark applications pending, together with all of the goodwill attached to each of them, as follows:

#### Canadian Trademark Registrations

Cultiva - File No. 852701

Marker - File No. 852767

Cultiva Design - File No. 852765

#### United States Trademark Applications Pending

Cultiva - 75/371154

Marker - 75/428514

Cultiva Design - 75/428781

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2.3 POSITION hereby assigns, transfers and conveys to TECHNOLOGIES all of POSITION's right, title and interest in and to the "marker display" copyright registration, registered as file no. 384086.

### ARTICLE 3 - SALE AND ROYALTY

#### 3.1 Sale

POSITION hereby agrees to sell and TECHNOLOGIES hereby agrees to purchase 250 UNITS that are or become owned by POSITION. The purchase price for such units shall be One Thousand Eight Hundred (\$1,800.00) Dollars per UNIT.

#### 3.2 Royalty

TECHNOLOGIES or its assigns shall be entitled to sell any and all of the UNITS purchased pursuant to clause 3.1 to any third party to this Agreement for any price at its sole discretion. TECHNOLOGIES shall reserve unto POSITION however a royalty in the amount of One Hundred (\$100.00) Dollars for every UNIT so sold to a third party up to and including one thousand (1,000) UNITS so sold following the effective date of this Agreement. The royalty herein reserved shall be extinguished at such time as TECHNOLOGY has sold one thousand (1,000) UNITS to third parties to this Agreement.

#### 3.3 License

POSITION hereby grants to TECHNOLOGIES:

- (a) an exclusive right and license to use the MARKER TECHNOLOGY for the purpose of manufacturing, developing, improving, selling, and distributing UNITS to third parties;
- (b) the exclusive right and license to grant sublicenses of the MARKER TECHNOLOGY to such customers, distributors or other third parties as TECHNOLOGIES deems advisable, provided that such sublicenses shall grant no

greater rights than those granted to TECHNOLOGIES pursuant to this Agreement;

- (c) the right to manufacture, distribute and market the UNITS and the MARKER TECHNOLOGY under the name of TECHNOLOGIES, or such other name as TECHNOLOGIES may, in its sole discretion, decide;
- (d) to make such improvements, refinements and alterations to the MARKER TECHNOLOGY as TECHNOLOGIES, in its sole discretion, shall deem advisable and such improvements or alterations shall immediately become the sole and exclusive property of TECHNOLOGIES.

3.4 Service and Support

TECHNOLOGIES hereby covenants and agrees to provide service and support to existing customers of the UNITS throughout North America at reasonable rates to be negotiated between the customers and TECHNOLOGIES from time to time.

3.5 Transfer of TECHNOLOGY

Upon the earlier of:

- (a) three (3) years from the date of this Agreement; or
- (b) the payment to POSITION of the royalty provided for in Article 3.2 hereof on each of the one thousand (1,000) UNITS referred to therein;

all right, title and interest to the MARKER TECHNOLOGY is hereby assigned and transferred to TECHNOLOGIES without the necessity of the completion or execution of any further documentation.

ARTICLE 4 - ACKNOWLEDGMENT BY HIGHLAND

HIGHLAND hereby acknowledges this Agreement including all provisions included herein and hereby gives its express consent to the execution and delivery of this Agreement by POSITION where or if such consent is required. Further, HIGHLAND hereby

releases and agrees to discharge any security, security instrument or charge which it has or may have in respect to the **MARKER TECHNOLOGY, SALES PROPERTY** or **UNITS**.

**ARTICLE 5 - MISCELLANEOUS**

5.1 **Termination**

This Agreement and the rights and licenses granted hereunder shall continue until terminated by the mutual written agreement of the parties hereto.

5.2 **Entire Agreement**

This Agreement constitutes the entire agreement between the PARTIES relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether written or oral or other agreements by or among the PARTIES in connection with the entering into of this Agreement or the subject matter thereof except as specifically set forth herein.

5.3 **Further Assurances**

The PARTIES and each of them do hereby covenant and agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time to carry out the terms and conditions of this Agreement, in accordance with their true intent.

5.4 **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws in force in the Province of Alberta and the PARTIES hereby submit to the jurisdiction of the Courts of the Province of Alberta.



5.5 Counterpart Execution

This Agreement may be executed in counterpart and all such counterparts taken together shall constitute one agreement.

5.6 Enurement

This Agreement shall enure to the benefit of and be binding upon the PARTIES and their respective successors and permitted assigns.

IN WITNESS WHEREOF the PARTIES have hereunto set their corporate seals duly attested to by the hands of their properly authorized officers in that behalf on the day and year so indicated.

DELTATEE TECHNOLOGIES LTD.

Jan 14 / 99  
Date

Per: [Signature]

Per: [Signature]

POSITION INC.

Jan 18 / 99  
Date

Per: [Signature]

Per: \_\_\_\_\_

HIGHLAND PARK FINANCIAL INC.

\_\_\_\_\_  
Date

Per: \_\_\_\_\_

Per: \_\_\_\_\_

This is a counterpart execution page to a Settlement Agreement effective Jan 14 / 99 among DELTATEE TECHNOLOGIES LTD., POSITION INC., and HIGHLAND PARK FINANCIAL INC.

duly attested to by the hands of their properly authorized officers in that behalf on the day and year so indicated.

**DELTATEE ENTERPRISES LTD.**

\_\_\_\_\_  
Date

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**POSITION INC.**

\_\_\_\_\_  
Date

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**HIGHLAND PARK FINANCIAL INC.**

\_\_\_\_\_  
Date

Per: \_\_\_\_\_

Per: \_\_\_\_\_

This is a counterpart execution page to a Settlement Agreement effective \_\_\_\_\_ among DELTATEE ENTERPRISES LTD., POSITION INC., and HIGHLAND PARK FINANCIAL INC.