

FORM PTO-1618A
Expires 06/30/99
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
04 01 99

Conveying Party

Mark if additional names of conveying parties attached

Name Deltatee Technologies Ltd.

Execution Date
Month Day Year
04 01 99

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 Cultiva Electronics Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) Bay 3, 1715 27th Avenue NW

Address (line 2) _____

Address (line 3) Calgary Alberta CANADA T2E 7E1
City State/Country Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other _____

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.)

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 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

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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)

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 1st day of April, 1999.

BETWEEN:

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

- and -

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

(hereinafter collectively referred to as the "PARTIES")

SALE AND TECHNOLOGY TRANSFER AGREEMENT

PREAMBLE:

WHEREAS:

- A. TECHNOLOGIES has entered an Agreement among itself and a third party pursuant to which it will acquire two hundred fifty (250) UNITS;
- B. TECHNOLOGIES is in possession of the SALES PROPERTY;
- C. CULTIVA wishes to carry on business consisting in part of the sale and distribution of UNITS;
- D. TECHNOLOGIES owns or has the exclusive right to use proprietary information, know-how, and technology relating to the MARKER TECHNOLOGY;
- E. CULTIVA wishes to acquire the MARKER TECHNOLOGY in accordance with the terms hereof;
- F. TECHNOLOGIES is willing to transfer the MARKER TECHNOLOGY to CULTIVA in accordance with the terms hereof.

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:

FILE: 17886/ADQ21007, (3/20/99, W3):1

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 manufacturing, sale and distribution of MARKER TECHNOLOGY or UNITS to third parties including but not limited to customer lists, purchase orders, invoices, brochures, marketing materials, requisitions and all associated software, computer programs, molds, tooling 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 - SALE OF PROPERTY

2.1 **Assignment**

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

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2.2 TECHNOLOGIES hereby assigns, transfers and conveys to CULTIVA all of TECHNOLOGIES' 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

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

2.4 In consideration of the assignments, transfers, conveyances and licenses described in Articles 2.1, 2.2, 2.3 and 4.1 hereof, CULTIVA shall pay to TECHNOLOGIES the sum of One Hundred Thousand (\$100,000.00) Dollars payable at the rate of One Hundred (\$100.00) Dollars for each UNIT sold to a third party up to and including one thousand (1,000) UNITS so sold following the effective date of this Agreement. The said sum shall be payable from time to time as UNITS are sold to third parties by CULTIVA and shall be paid to TECHNOLOGIES forthwith upon receipt by CULTIVA of payment from such third parties. Any amounts not paid when due shall bear interest at the rate of eight (8%) per cent per annum, calculated and compounded semi-annually, from the due date for payment until the date of payment in full.

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ARTICLE 3 - SALE OF UNITS**3.1 Sale**

TECHNOLOGIES hereby agrees to sell and CULTIVA hereby agrees to purchase 250 UNITS that are or become owned by TECHNOLOGIES. The purchase price for such UNITS shall be Two Thousand (\$2,000.00 Cdn) Dollars per UNIT, exclusive of the sums provided for in Article 2.4 herein.

ARTICLE 4 - TECHNOLOGY LICENSE AND TRANSFER**4.1 License**

TECHNOLOGIES hereby grants to CULTIVA:

- (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 CULTIVA deems advisable, provided that such sublicenses shall grant no greater rights than those granted to CULTIVA pursuant to this Agreement;
- (c) the right to manufacture, distribute and market the UNITS and the MARKER TECHNOLOGY under the name of CULTIVA, or such other name as CULTIVA may, in its sole discretion, decide;
- (d) to make such improvements, refinements and alterations to the MARKER TECHNOLOGY as CULTIVA, in its sole discretion, shall deem advisable and such improvements or alterations shall immediately become the sole and exclusive property of CULTIVA.

4.2 Transfer of TECHNOLOGY

Upon the earlier of:

- (a) three (3) years from the date of this Agreement; or

(b) the payment to TECHNOLOGIES of the royalty provided for in Article 2.4 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 CULTIVA without the necessity of the completion or execution of any further documentation.

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.

CULTIVA ELECTRONICS INC.

Date April 1 1999

Per: [Signature]

Per: _____

DELTATEE TECHNOLOGIES LTD.

Date April 1, 1999

Per: [Signature]

Per: _____