

12-18-2000



101554546

LOS ANGELES OFFICE  
TELEPHONE (213) 688-1143

LAW OFFICES OF  
**ROTH & GOLDMAN**  
A PROFESSIONAL ASSOCIATION  
523 WEST SIXTH STREET, SUITE 707  
LOS ANGELES, CALIFORNIA 90014-1102

11.27.00

FACSIMILE (213) 688-1439  
E-MAIL: rothgoldman@earthlink.net

RECORDATION COVER SHEET FOR TRADEMARKS

**Box ASSIGNMENT**

November 21, 2000

Director - U.S. Patent and Trademark Office  
Washington, D. C. 20231

Dear Sir:

Please record the attached original documents or copies thereof.

- |   |   |
|---|---|
| 1. NAME OF CONVEYING PARTY<br>Actagro, Inc.<br>4974 East Clinton, Suite 200<br>Fresno, California 93727<br>United States of America | <input type="checkbox"/> Individual<br><input type="checkbox"/> General Partnership<br><input checked="" type="checkbox"/> Corporation - State: California<br><input type="checkbox"/> Association<br><input type="checkbox"/> Limited Partnership          |
| <hr/>   |   |
| 2. NAME OF RECEIVING PARTY<br>Actagro, LLC<br>4974 East Clinton, Suite 200<br>Fresno, California 93727<br>United States of America  | <input type="checkbox"/> Individual<br><input type="checkbox"/> General Partnership<br><input type="checkbox"/> Corporation - State:<br><input type="checkbox"/> Association<br><input checked="" type="checkbox"/> Limited Partnership - State: California |

If assignee is not domiciled in the U.S., a domestic representative designation is attached  
☐ YES      ☐ NO

- |  |  |
|--|--|
| 3. NATURE OF CONVEYANCE<br><input checked="" type="checkbox"/> Assignment<br><input type="checkbox"/> Security Agreement | <input type="checkbox"/> Merger<br><input type="checkbox"/> Change of Name |
|--|--|

Execution Date: 9 September 1997

4. APPLICATION AND/OR REGISTRATION NUMBER(S)

A. Application No(s):

B. Registration No(s): 1,941,635; 1,412,770; 1,866,147; 2,051,161

12/15/2000 NTW/H11 00000330 1541030

01 FC:481  
02 FC:482

01.00.00  
02.00.00

**TRADEMARK**  
**REEL: 002196 FRAME: 0303**

5. NAME OF PARTY TO RECEIVE CORRESPONDENCE

Roth & Goldman  
523 W. 6th Street, Suite 707  
Los Angeles, CA 90014

6. TOTAL NUMBER OF APPLICATIONS/REGISTRATIONS INVOLVED: 4

7. TOTAL FEE \$115.00

☒ Enclosed

☒ Excess, if any, is authorized to be charged to Deposit Account No. 18-2069.

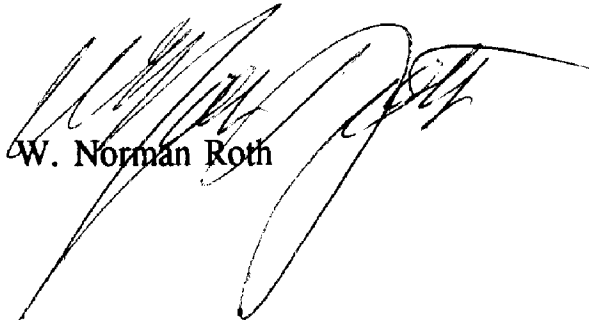
8. STATEMENT & SIGNATURE

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.

9. PAGES

Total number of pages including cover sheet, attachments and document - 8.

Very truly yours,

  
W. Norman Roth

WNR/ad  
Enclosures

**TRADEMARK ASSIGNMENT AGREEMENT**  
**(With Goodwill)**

WHEREAS, Actagro, Inc., a California, USA corporation of 4974 East Clinton, Suite 200, Fresno, CA 93727, United States of America, ("**Assignor**") is the proprietor of certain registered and unregistered trademarks ("**Trademarks**") listed in, but not necessarily limited to, the Trademarks set forth in Schedule A attached hereto and incorporated by reference;

WHEREAS, Actagro, LLC, a California limited liability company of 4974 East Clinton, Suite 200, Fresno, CA 93727, United States of America, ("**Assignee**") is desirous of acquiring the entire right, title and interest in and to the aforesaid trademarks together with the entire goodwill of the business pertaining thereto.

WHEREAS, Assignor desires to assign any and all rights it may have to any and all Intellectual Property it owns in connection with the execution of the Purchase Agreement with Assignee;

THE PARTIES AGREE AS FOLLOWS:

**AGREEMENT**

1. **Assignment.** In consideration for the purchase of Trademarks and goodwill from Assignor by Assignee, receipt of which is hereby acknowledged, and for other good and valuable consideration, Assignor hereby sells, assigns and transfers to Assignee its entire right, title and interest in Trademarks together with the entire goodwill of the business concerned in the goods and/or services for which said Trademarks are registered and all rights which Assignor has heretofore enjoyed thereunder, the same to be held and enjoyed by the said Assignee.

2. **Ownership of Intellectual Property.** Assignor represents and warrants that it is the sole owner of and has the sole right and exclusive authority to transfer the Trademarks set forth in Schedule A and all other Trademarks being transferred and assigned by this Agreement. Assignor further warrants, represents and agrees that it has not heretofore assigned, licensed or transferred or purported to assign, license or transfer, to any person, firm, partnership, corporation or entity whatsoever, any Trademarks of which it claims ownership including, but not limited to, the Trademarks listed on Schedule A.

3. **Scope of Assignment.** The parties understand and agree that the intent and purpose of this Agreement is to assign all right, title and interest in any and all Trademarks owned by Assignor to Assignee. Assignor agrees to execute any and all documents and do all things as may be necessary to carry out the terms of this Agreement and the assignment of Assignor's Trademarks to Assignee.

4. **Integral Part of Purchase of Assignor.** This Agreement is being executed concurrently with the Purchase Agreement for the purchase of substantially all of the assets and all the business goodwill of Assignor by Assignee. The parties understand and agree that the provisions contained in this Agreement is a material part of the consideration for the purchase of the Assignor and that the parties would not have entered into the Purchase Agreement for the purchase of the Assignor without the execution of this Agreement concurrently with the Purchase Agreement.

5. **Further Assurances.** Whenever requested to do so by the Assignee, Assignor shall execute, acknowledge, and deliver any further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and any further instruments or documents that are necessary, expedient, or proper to complete any conveyances, transfers, sales, and assignments contemplated by this Agreement. In addition, each party shall do any other acts and execute, acknowledge, and deliver any other requested documents in order to carry out the intent and purpose of this Assignment.

6. **Successors.** This Agreement shall be binding on and inure to the benefit of the parties to it, their heirs, executors, administrators, successors in interest and assigns.

7. **Severability.** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

8. **Waivers.** No waiver or breach of any covenant or provision shall be deemed a waiver of any other covenant or provision, and no waiver shall be valid unless in writing and executed by the waiving party.

9. **Construction.** Headings are solely for the parties' convenience, are not a part of this Agreement, and shall not used to interpret this Agreement. The singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.

**10. Modification.** This Agreement and the Purchase Agreement between the Parties contain the entire agreement between the Parties regarding the Assignor's assignment of Trademarks to Assignee. This Agreement may not be altered, amended or modified in any respect, except in writing duly executed by the party to be charged. All prior agreements, understandings, oral agreements and writings are expressly superseded hereby and are of no further force and effect.

**11. Attorneys' Fees.** In the event of any litigation between Assignors and Assignee arising out of the obligations of Assignors under this Agreement or concerning interpretation of any of its provisions, the prevailing party shall be entitled to reasonable attorney's fees and costs of suit, whether or not such suit ends in a final judgment.

**12. Inclusion of Recitals.** The paragraphs set forth in the recitals of this Agreement are incorporated into the Agreement and are intended and shall be deemed and construed to be a material and integral portion of this Agreement.

IN WITNESS WHEREOF, the said Assignee has executed this assignment this 9<sup>th</sup> day of September, 1997.

ACTAGRO, INC.

By Gerald Nordstrom  
Gerald Nordstrom, President

# ACTAGRO, INC. TRADEMARKS AND APPLICATIONS

## SCHEDULE A

### TRADEMARKS

<u>Country</u>	<u>Mark</u>	<u>Registration No.</u> <u>(Application No.)</u>
Australia	ACTAGRO	663459
China	ACTAGRO	956091
Japan	ACTAGRO	(7-56231)
Mexico	ACTAGRO (Device)	408354
New Zealand	ACTAGRO	249783
Philippines	ACTAGRO	(101246-PN)
Taiwan	ACTAGRO	723105
United States	ACTA-FLO	1941635 ✓
United States	ACTAGRO	1412770 ✓
United States	KWIK-START	1866147 ✓
United States	MONARCH	2051161 ✓
United States	NOVUS	(74/549365)

ASSIGNEE'S ACCEPTANCE

IN WITNESS WHEREOF, the said Assignee has executed this assignment  
this 9<sup>th</sup> day of September, 1997.

ACTAGRO, LLC

By Richard F. Spencer  
Richard Spencer, Managing Member

STATE OF CALIFORNIA

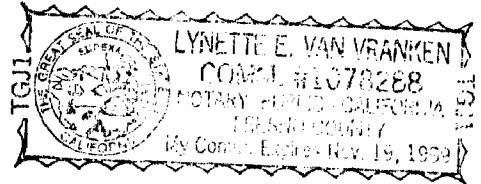
COUNTY OF FRESNO

} SS.

On 9/9/97, before me, LYNETTE E. VAN VRANKEN,

personally appeared RICHARD F. SPENCER and GERALD NORDSTROM

personally known to me (or proved to be on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the Instrument.



WITNESS my hand and official seal.

Signature

A handwritten signature in cursive script, appearing to read 'Lynette E. Van Vranken', written over a horizontal line.

(This area for official notarial seal)

I CERTIFY UNDER PENALTY OF PERJURY THAT THE "NOTARY SEAL" ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY \_\_\_\_\_

DATE COMMISSION EXPIRES \_\_\_\_\_

PLACE OF EXECUTION \_\_\_\_\_

DATE \_\_\_\_\_

(Govt. Code, Sec. 27361.7)

\_\_\_\_\_  
Signature (Firm Name If Any)