



02-16-2001



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### 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  
Effective Date  
Month Day Year \_\_\_\_\_
- Merger
- Change of Name
- Other Asset Purchase Agreement

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name George Warner Seed Co., Inc.

12-29-99

Formerly \_\_\_\_\_

0901943

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

#### Receiving Party

Mark if additional names of receiving parties attached

Name Warner Properties, L.P.

DBA/AKATA \_\_\_\_\_

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

Address (line 1) P.O. Box 1877

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

Address (line 3) Hereford

City

TX

State/Country

79045

Zip Code

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

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.)

FOR OFFICE USE ONLY

02/15/2001 GTDN11 00000102 0901943

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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

TRADEMARK  
REEL: 002237 FRAME: 0333

**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)

FEB 8 2001

**Correspondent Name and Address**

Area Code and Telephone Number

540-361-2689

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="0901943"/>	<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.

J. Todd Reves  
Name of Person Signing

  
Signature

2/6/01  
Date Signed

# ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is made as of December 29, 1999, by and between, WARNER PROPERTIES, L.P., a Texas limited partnership and WARNER SEEDS, INC., a Texas corporation ("Purchaser"), and GEORGE WARNER SEED CO., INC., a Texas corporation ("Seller") and GEORGE C. WARNER and WILLIAM E. LYLES, both residents of Hereford, Texas ("Owner").

In consideration of the mutual covenants and agreements contained herein, the parties covenant and agree as follows:

## 1. DEFINITIONS

**1.1 General Definitions.** Unless otherwise stated in this Agreement, the following terms shall have the following meanings:

**"Affiliate"**: Any Person that, directly or indirectly, controls, or is controlled by or under common control with, another Person. For the purposes of this definition, "control" (including the terms "controlled by" and "under common control with"), as used with respect to any Person, means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities or by contract or otherwise.

**"Applicable Law"**: All applicable provisions (domestic or foreign) of all (i) constitutions, treaties, statutes, laws (including the common law), rules, regulations, ordinances, codes or orders of any Governmental Body, (ii) Governmental Approvals, (iii) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any Governmental Body.

**"Assets"**: As defined in Section 2.1 hereof.

**"Assumed Obligations"**: As defined in Section 2.7(a) hereof.

**"Assumption Agreement"**: The Assumption Agreement substantially in the form of Exhibit A attached hereto.

**"Bill of Sale"**: The Bill of Sale substantially in the form of Exhibit B attached hereto.

**"Business"**: The business acquired or to be acquired by Purchaser pursuant to the Operative Documents, consisting of the Assets and the Assumed Obligations (but not including the Excluded Assets), and which may be more particularly described as all of the seed development, conditioning, distribution, sales and other operations of Seller, including, without limitation, all business operations currently being conducted by Seller at 120 S. Lawton, Hereford, Texas, constituting the Owned Real Property.

**"Closing"**: As defined in Section 7.1 hereof.

equipment, hardware or software, and all leases pursuant to which Seller leases any computer equipment, hardware or software. Upon and to WARNER PROPERTIES, L.P.

(d) **Vehicles.** All automobiles, trucks, trailers, vans, forklifts, tractors, combines, rolling stock and other certificated vehicles of Seller used in the Business and described in Schedule 2.1(d) hereto. Upon and to WARNER PROPERTIES, L.P.

(e) **Scheduled Contracts.** All right, title and interest of Seller in, to and under all contracts, arrangements, licenses, leases (including, without limitation, capital leases), purchase orders and agreements (whether written or oral) related to or arising out of the Business and described in Schedule 2.1(e) hereto (collectively, the "Scheduled Contracts") and all rights (including, without limitation, rights of refund and offset relating thereto), privileges, deposits, sums of money due, claims, causes of action and options relating or pertaining to the Scheduled Contracts or any thereof insofar as any of the foregoing relates to the Business. Upon and to WARNER SEEDS, INC.

(f) **Employment Agreements.** All contracts, agreements and arrangements with the Continuing Employees described in Schedule 2.1(f) hereto (the "Employment Agreements") and all rights (including, without limitation, rights of refund and offset), privileges, sums of money due, claims, causes of action and options relating or pertaining to the Employment Agreements or any thereof. Upon and to WARNER SEEDS, INC.

(g) **Intangible Assets.** All right, title and interest of Seller in, to and under the name George Warner Seed Co., Inc. and all copyrights, trademarks, tradenames, service marks, labels, logos, designs, trade secrets, technology, know-how, patents, seed breeding programs, including genetics and parent seeds program and all genetic material, data, licenses, franchises, distributorships, covenants by others not to compete, rights to telephone, facsimile, cellular telephone, pager, ISDN and computer numbers and passwords, rights, other intellectual property created by, licensed by and/or used by Seller in the Business, privileges and any registrations or applications for registrations of the foregoing used in the conduct of the Business, and any right to recovery for infringement thereof (including, without limitation, past infringement) and any and all goodwill associated therewith or connected with the use thereof and symbolized thereby (together, the "Intangible Assets"). Seller's Intangible Assets include, without limitation, the trademarks, tradenames, service marks, licenses, franchises, distributorships, labels, logos, covenants not to compete and registrations and all rights to telephone, facsimile, cellular telephone, pager, ISDN and computer numbers and passwords, and breeding programs listed on Schedule 2.1(g) hereto. Upon and to WARNER PROPERTIES, L.P.

(h) **Goodwill.** The goodwill of the Business of Seller associated with the Intangible Assets or which is connected with the use of and symbolized by any of the Intangible Assets. Upon and to WARNER PROPERTIES, L.P.

(i) **Customer Data and Supplier Data.** All of the Customer Data and Supplier Data. Upon and to WARNER SEEDS, INC.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

**SELLER:**

GEORGE WARNER SEED CO, INC

William E. Lyles

By: William E. Lyles  
Title: President

**OWNER:**

George C. Warner

George C. Warner

William E. Lyles

William E. Lyles

**PURCHASER:**

WARNER PROPERTIES, L.P.,  
JERRY MONK, INC., General Partner

Jerry Monk

By: Jerry Monk  
Its: President

WARNER SEEDS, INC.

Jerry Monk

By: Jerry Monk  
Its: President