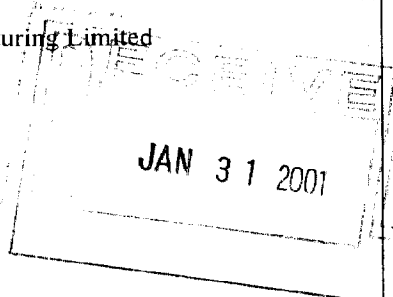




101622135

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original document or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>Massey Ferguson Manufacturing Limited</p> <p>1-31-01</p> <p>Individual(s) <input type="checkbox"/></p> <p>Association <input type="checkbox"/></p> <p>General Partnership <input type="checkbox"/></p> <p>Limited Partnership <input type="checkbox"/></p> <p><input checked="" type="checkbox"/> Corporation - State: United Kingdom</p> <p>Additional name(s) attached? No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Massey Ferguson (United Kingdom) Limited Banner Lane Coventry, CV4 9GF United Kingdom</p> <p>Individual(s) citizenship:  <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership  <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation - State: United Kingdom</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Additional name(s) and address(es) attached? No</p>
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3. Nature of Conveyance:  Assignment  Security Agreement  Change of Name  Merger  
 Other (specify):

Execution Date: March 29, 1996

4. Application number(s) and/or registration number(s):

The document relates to Trademark Application No.(s):  
«Application Number»

The document relates to Registration No.(s):

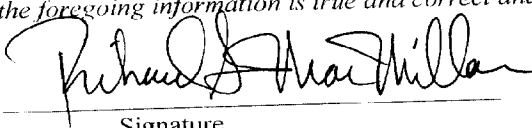
1,986,424 "DESIGN"

Additional numbers attached  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Richard S. MacMillan MacMillan, Sobanski &amp; Todd, LLC One Maritime Plaza, Fourth Floor 720 Water Street Toledo, Ohio 43604</p> <p>Docket: 1-21832</p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total Fee (37 CFR 3.14)</p> <p>Recordal Fee: \$40.00</p> <p>Please charge the recordal fee to MacMillan, Sobanski &amp; Todd, LLC, Deposit Account No. 13-0005</p>
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02/27/2001 DBYRNE 00000014 130005 1986424  
 01 FC:481 40.00 CH

8. 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.*

Richard S. MacMillan  \_\_\_\_\_  
 Name of Person Signing Signature Date 1/26/01

Dated 29th March 1996

MASSEY FERGUSON MANUFACTURING LIMITED

and

MASSEY FERGUSON (UNITED KINGDOM) LIMITED

SALE OF BUSINESS AGREEMENT

This is the exhibit marked 'B'  
referred to in the Statutory  
Declaration of Security Bond made  
and sworn before me this  
30th April 1996  
Richard J. J. J. J.

**AGREEMENT dated 29th March 1996****BETWEEN:**

- (1) **MASSEY FERGUSON MANUFACTURING LIMITED** (registered number 571559) whose registered office is at Banner Lane, Coventry, CV4 9GF ("the Vendor")
- (2) **MASSEY FERGUSON (UNITED KINGDOM) LIMITED** (registered number 509133) whose registered office is also at Banner Lane, Coventry, CV4 9GF ("the Purchaser")

**WHEREAS**

- (A) The Vendor is the beneficial owner of the entire issued share capital of the Purchaser.
- (B) The Vendor carries on the Business hereinafter defined and wishes to transfer to the Purchaser the Business as a going concern and the Assets on the terms of this Agreement.

IT IS HEREBY AGREED as follows:

**1 Interpretation**

- 1.1 In this agreement including the Schedules except where the context otherwise requires:

"AGREED TERMS" means in relation to any document the terms agreed between the parties and for the purposes of identification initialled on behalf of the Vendor and the Purchaser;

"ASSETS" means the various assets to be sold by the Vendor to the Purchaser hereunder and described in clause 2.1;

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"ASSOCIATED COMPANY" has the meaning giving to it by Section 416 of the Income and Corporation Taxes Act 1988;

"BUSINESS" means the business of the design, manufacture and sourcing of agricultural machinery and parts therefor carried on by the Vendor at the Properties at Completion being the undertaking of the Vendor;

"BUSINESS CONTRACTS" means all contracts, agreements or orders (written or oral) other than those in respect of the Excluded Liabilities for the sale of goods or services by or to the Vendor in connection with the Business and (save as before) all other contracts or agreements entered into by the Vendor and which are in existence, and have not been fully performed, at Completion;

"CLAIMS" means all rights and claims of the Vendor under any warranties, conditions, guarantees, indemnities or analogous rights subsisting at Completion whether express or implied in favour of the Vendor in relation to any of the Assets;

"COMPLETION" means the completion of the sale and purchase of the Business and the Assets;

"COMPLETION BALANCE SHEET" means the balance sheet of the Vendor (excluding the Excluded Liabilities) as at the date of Completion to be prepared in accordance with the provisions of clause 2.3;

"CONSIDERATION" means the sum payable in respect of the Business and the Assets as determined in accordance with clause 2.3;

"CONTINUING CONTRACTS" means the Business Contracts, the IP Licence Agreements, the Finance Agreements and the Manufacturing Licence Agreements.

"DEBTS" means:

- (i) any trade debts or other sums due or payable to the Vendor at Completion (except the Excluded Liabilities) and which on the basis of normal accounting principles of the Vendor appear or ought to appear as debts in the books of account of the Vendor as at Completion including amounts invoiced or under normal accounting principles capable of being invoiced before Completion; and
- (ii) any pre-payments or any debts or other sums to become due to the Vendor after Completion relating to the Business or the Assets

and the benefit of all securities therefor and of all guarantees, indemnities and rights in respect of the same including interest thereof;

"EMPLOYEES" means those persons employed by the Vendor at Completion;

"EMPLOYMENT REGULATIONS" means the Transfer of Undertakings (Protection of Employment) Regulations 1981;

"ENCUMBRANCE" means any lien, mortgage, charge (fixed or floating), hypothecation, pledge, security interest, retention of title or like encumbrance;

"EQUIPMENT" means all the plant, machinery, tools, equipment, motor vehicles, furniture, fixtures, fittings, tables, desks, chairs, drawing boards, PCs, filing cabinets, other chattels owned and used by the Vendor;

"EXCLUDED LIABILITIES" means those specific liabilities listed in Schedule 1;

"FINANCE AGREEMENTS" means all finance agreements to which the Vendor is party;

"GOODWILL" means the goodwill of the Vendor in relation to the Business including the right of the Purchaser to represent itself as carrying on the Business in succession to the Vendor;

"INDUSTRIAL PROPERTY RIGHTS" means all industrial and intellectual property rights including without limitation, patents, trade marks, trade names, service marks, design rights (whether registered or unregistered) and copyrights in any part of the world and the copyright in all drawings, plans, specifications, designs, emblems, logos, symbols and computer software and all similar property rights including those subsisting in discoveries, improvements, processes, techniques, trade secrets, know-how and confidential information;

"I P LICENCE AGREEMENTS" means any agreements pursuant to which the Vendor has granted or has been granted Industrial Property Rights;

"LIABILITIES" means all debts, liabilities and obligations of any kind whatsoever (other than the Excluded Liabilities) incurred or made by the Vendor before Completion (including for the avoidance of doubt Value Added Tax, accruals and contingent liabilities) and still outstanding at Completion;

"MANUFACTURING LICENCE AGREEMENTS" means any agreements pursuant to which the Vendor has granted the right to manufacture products of the Business;

"PROPERTIES" means the properties short particulars of which are contained in Schedule 2;

"RECORDS" means the data, correspondence, specifications, quotations, recorded information, files, lists of past present and potential suppliers and customers, price lists, catalogues, sales literature, publicity material, PAYE and National Insurance records, copies of VAT returns and all documents supporting the same, all designs, drawings, technical and sales materials for past and present and future products of the Vendor and details of all sales agents and distributors and all other information, documents and

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papers of and in the possession of or under the control of the Vendor but excluding any documents relating to the Excluded Liabilities;

"STOCKS" means the stocks owned by the Vendor on Completion at the Properties together with any other stocks owned by the Vendor at Completion but situate elsewhere including items which, although subject to reservation of title by the sellers, are under the control of the Vendor;

"VENDOR'S GROUP" means the Vendor and each of its Associated Companies.

- 1.2 All references to statutory provisions shall be construed as references to:
  - 1.2.1 any statutory modification, consolidation or re-enactment (whether before or after today's date) for the time being in force;
  - 1.2.2 all statutory instruments or orders made pursuant to it;
  - 1.2.3 any statutory provisions of which it is a consolidation, re-enactment or modification.
- 1.3 Except where the context otherwise requires, words denoting the singular include the plural and vice versa; words denoting any gender shall include all genders; words denoting persons include firms and corporations and vice versa.
- 1.4 Unless otherwise stated, a reference to a clause, sub-clause or Schedule is a reference to a clause or a sub-clause of or a Schedule to, this Agreement.
- 1.5 Clause headings are for ease of reference only and do not affect the construction of this Agreement.

2 **Sale of the Business and the Assets**

2.1 Subject to the terms and conditions of this Agreement the Vendor as beneficial owner shall sell with effect from the commencement of business on the date of Completion free from Encumbrances and the Purchaser shall purchase for the Consideration the following assets and rights of the Vendor:

2.1.1 the Equipment

2.1.2 the Stocks

2.1.3 the benefit (subject to the burden attaching thereto) of the Continuing Contracts;

2.1.4 the Debts

2.1.5 the Goodwill

2.1.6 the benefit of the Claims

2.1.7 the Records

2.1.8 the beneficial ownership of the Vendor's Industrial Property Rights

2.1.9 the Properties

2.1.10 all other assets or rights hereby agreed to be sold or transferred to the Purchaser

2.2 It is hereby expressly declared that the property and risk in the Assets shall vest in the Purchaser on Completion.

2.3 The Consideration shall be such sum as is equivalent to the book value of the Assets less the book value of the Liabilities as at the date of Completion determined in accordance with the following provisions:

2.3.1 The Vendor shall as soon as practicable and in any event by the close of business on the 31 May 1996 prepare the Completion Balance Sheet;

2.3.2 The Completion Balance Sheet shall be prepared in a manner consistent with the procedures and policies adopted in the preparation of the management balance sheet of the Vendor for the period to 31 December 1995;



- 2.3.3 The Vendor shall deliver to the Purchaser no later than 31st May 1996 a copy of the Completion Balance Sheet and the Purchaser shall notify the Vendor in writing by the close of business on 14 June 1996 if it does not consider that the Completion Balance Sheet has been prepared in accordance with sub-clause 2.3.2 or if it has any other objection thereto. In the event of any such notification by the Purchaser the parties hereto will use their reasonable endeavours to resolve such matters by close of business on 28 June 1996;
- 2.3.4 If the Purchaser does not serve any notification on the Vendor pursuant to sub-clause 2.3.3, it shall be deemed to have accepted the Completion Balance Sheet for the purposes of calculating the Consideration;
- 2.3.5 In the event of any dispute between the Vendor and the Purchaser in connection with the Completion Balance Sheet which is not resolved pursuant to sub-clause 2.3.3 the matter will be referred forthwith for determination to the Vendor's auditors (acting as experts and not as arbitrators) (whose costs shall be borne by the Vendor and the Purchaser in the proportions which the auditors shall direct or in the absence of such directions in equal proportions) and the decision of the auditors shall be final and binding on the Vendor and the Purchaser.
- 2.4 Forthwith upon the Consideration being calculated in accordance with sub-clause 2.3 it shall be satisfied by the issue by the Purchaser to the Vendor of new ordinary shares in the share capital of the Purchaser at par to a value equal to the Consideration or it shall be left outstanding as an inter company loan on agreed terms or a combination of the two at the Vendor's option.

### 3 Excluded Liabilities

For the avoidance of doubt there shall be excepted from the sale and purchase and nothing in this agreement shall operate to transfer the Excluded Liabilities;

#### 4 **Completion**

4.1 Completion shall take place at Banner Lane, Coventry at the start of business on 1st April 1996.

4.2 On Completion the Vendor shall deliver to the Purchaser:

4.2.1 all the Assets capable of passing by delivery;

4.2.2 all documents required to complete the sale and purchase of the Assets and vest title in the Assets in the Purchaser including (but without limitation) an assignment and transfer documents relating to the Properties in agreed terms;

4.2.3 the Records and all the books of account payroll records (including National Insurance and PAYE (records)) income records, stock and other records, all information relating to customers and suppliers relevant computer programme and any other books and documents of the Vendor except those which relate to the Excluded Liabilities;

4.2.4 all the designs and drawings plans instructions and promotional material sales publications advertising materials terms and conditions of sale and other sale matters of the Vendor except those which relate to the Excluded Liabilities;

#### 5 **The Liabilities**

5.1 The Purchaser undertakes with the Vendor to discharge and pay the Liabilities within the terms agreed with the creditor concerned and shall indemnify the Vendor in respect of all losses costs liabilities expenses actions proceedings claims or demands suffered or incurred by the Vendor arising out of the obligations assumed by the Purchaser under this Clause.

5.2 All outgoings attributable to the Business or the Assets after Completion shall, for the avoidance of doubt, be borne by the Purchaser and the Purchaser undertakes and agrees with the Vendor to discharge all the debts liabilities and obligations relating to the Business or any of the Assets incurred or arising after Completion other than the

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Excluded Liabilities and to indemnify and keep indemnified the Vendor from and against all actions proceedings costs damages claims and demands in respect of any breach or non-performance of the foregoing undertaking.

**6 The Continuing Contracts**

- 6.1 The Purchaser shall take over from the Vendor the benefit and burden of the Continuing Contracts with effect from Completion.
- 6.2 With effect from Completion the Purchaser shall be entitled to the benefit of the Continuing Contracts and the Purchaser shall carry out, perform and complete all the obligations and liabilities created by or arising thereunder and (save as provided in clause 6.4) shall indemnify the Vendor against any losses costs liabilities expenses actions proceedings claims or demands thereunder.
- 6.3 Insofar as the benefit or burden of the Continuing Contracts cannot effectively be assigned to the Purchaser except by an agreement or novation with or consent to the assignment from the person, firm or company concerned:
- 6.3.1 the Vendor shall use all reasonable endeavours with the co-operation of the Purchaser to procure such novation or assignment as aforesaid;
  - 6.3.2 unless and until the Continuing Contracts shall be novated or assigned the Vendor shall hold the same in trust for the Purchaser absolutely and the Purchaser shall (if such sub-contracting is permissible and lawful under the contract), as the Vendor's sub-contractor, perform all the obligations of the Vendor thereunder; and
  - 6.3.3 unless and until the Continuing Contracts shall be novated or assigned the Vendor will (so far as it lawfully may) give all reasonable assistance to the Purchaser to enable the Purchaser to enforce its rights under such Continuing Contracts.

## 7 Employees

- 7.1 The parties acknowledge and agree that pursuant to the Employment Regulations the contracts of employment between the Vendor and the Employees and any collective agreements with trade unions (save insofar as such contracts and such agreements relate to any occupational pension scheme) will have effect after Completion as if originally made between the Purchaser and the Employees or between the Purchaser and the relevant trades union (as the case may be).
- 7.2 The Purchaser shall indemnify the Vendor from all liabilities costs claims and demands arising from:
- 7.2.1 any substantial change in the working conditions of the Employees or any of them occurring on or after completion; or
  - 7.2.2 the change of Employer occurring by virtue of this Agreement and the Employment Regulations being significant and detrimental to any of the Employees; or
  - 7.2.3 the failure by the Purchaser after Completion to continue the employment of any of the Employees other than on terms at least as good as those upon which they were employed immediately prior to Completion; or
  - 7.2.4 the termination of the employment of any of the Employees after Completion.

## 8 Pensions

The Vendor and Purchaser agree to use their respective best endeavours to make all such applications and execute all such documents as may be necessary to procure that the Purchaser upon Completion shall become a Participating Employer and the Principal Employer in any Occupational Pension Scheme of which the Employees may be a member at Completion and the Purchaser shall indemnify the Vendor against any liabilities which it may have thereunder in respect of any such Scheme.

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**9 Tax**

The Purchaser agrees to indemnify the Vendor in respect of any taxation payable by the Purchaser other than in relation to the Excluded Liabilities.

**10 Further Assistance**

10.1 Notwithstanding Completion the Vendor hereby undertakes with the Purchaser to execute and endeavour to procure to be executed and done by all the necessary parties (if any) from time to time at the request and expense of the Purchaser all such deeds, documents, acts and things as may be necessary for effectively vesting the Assets in the Purchaser and for giving full effect to this Agreement.

10.2 The Vendor further undertakes that, at the request and cost of the Purchaser, it will execute such documents as the Purchaser may reasonably require to transfer legal ownership of any or all of the Vendor's Industrial Property Rights to the Purchaser.

**11 Survival of Certain Provisions**

This Agreement shall remain in full force and effect after Completion in respect of any matters which shall not have been done observed or performed prior thereto.

**12 Notices**

12.1 Any notice or other document to be served under this Agreement may be delivered or sent by first class recorded delivery post or telex or facsimile process to the party to be served at its address appearing in this Agreement or at such other address as it may have notified to the other parties in accordance with this Clause.

12.2 Any such notice or document shall be deemed to have been served:

12.2.1 if delivered, at the time of delivery; or

12.2.2 if posted, at the time delivery was recorded;

12.2.3 if sent by telex or facsimile process, at the expiration of 2 hours after the time of despatch, if despatched before 3pm on any business day, and in any other case at 10am on the business day following the date of despatch.

12.3 In proving such service it shall be sufficient to prove that delivery was made or that the telex or facsimile message was properly addressed and the correct answerback or message confirmation received.

### 13 Entire Agreement

This Agreement and the Schedules shall constitute the entire agreement and understanding between the parties with respect to all matters which are referred to.

### 14 Successors

This Agreement shall be binding upon each party's successors.

### 15 Assignment

This Agreement shall not be assignable by any party without the previous written consent of the others, save to the extent that the Purchaser shall be entitled to assign the benefit to any Associated Company.

### 16 Proper Law

The construction validity and performance of this Agreement shall be governed by the Laws of England.

AS WITNESS the hands of the duly authorised representatives of the parties the day and year first before written.

Signed by )  
for and on behalf of )  
**MASSEY FERGUSON MANUFACTURING** )  
**LIMITED** )

*[Handwritten signature]*  
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Signed by )  
for and on behalf of )  
**MASSEY FERGUSON (UNITED KINGDOM)** )  
**LIMITED** )

*[Handwritten signature]*  
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**SCHEDULE 1****Excluded Liabilities**

- 1 The liabilities pursuant to the loan agreements dated 14 May and 18 October 1990 between Varity Nederland NV and Massey Ferguson SpA which were assumed by the Vendor on 30 November 1994.
- 2 The liabilities pursuant to the loan agreement originally between Varity Holdings Ltd and Massey Ferguson Europa BV which were assumed by the Vendor on 30 November 1994.



**SCHEDULE 2****The Properties**

- 1 The Vendor's property at Banner Lane, Coventry (Title No WM 422290)
- 2 The Vendor's rights as licensee under a Licence dated 24th February 1993 between, inter alia, the Vendor and Caterpillar (UK) Limited.