

05-04-2001



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

APR 23 2001

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 Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name AGRO PACIFIC INDUSTRIES LTD.

02092001

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization Canada

Receiving Party

Mark if additional names of receiving parties attached

Name UNIFEED LIMITED

DBA/AKA/TA

Composed of

Address (line 1) Box 50, Site 2

Address (line 2) R.R. 2

Address (line 3) Okotoks

Alberta, Canada

T0L 1T0

- 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 Manitoba, Canada

05/04/2001 LMUELLER 00000003 2273822

FOR OFFICE USE ONLY

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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

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"/>	<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="2273822"/>	<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

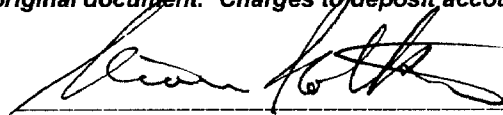
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: #

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.

STEVEN PLOTKIN



4/18/01

Name of Person Signing

Signature

Date Signed

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Registration of:
Unifeed Limited (by assignment from Agro
Pacific Industries Ltd.)

Reg. No.: 2,273,822

Reg. Date: August 31, 1999

Mark: P & Design

Class: 31

Our Ref.: 62388-1001

DESIGNATION OF DOMESTIC REPRESENTATIVE

Dewitt Howard
Office of Trademark Program Control
Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

CERTIFICATE OF MAILING

I hereby certify that this correspondence and the identified enclosures are being deposited with the U.S. Postal Service as *First Class* mail, postage prepaid, in an envelope addressed to: Assistant Commissioner for Trademarks, Office of Trademark Program Control, 2900 Crystal Drive, Arlington, VA 22202-3513 on _____.

By: _____

Sir:

Jeffer, Mangels, Butler & Marmaro LLP, with offices at 2121 Avenue of the Stars, 10th Floor, Los Angeles, California 90067, Attn: Rod S. Berman, Esq. (telephone 310-203-8080), is hereby designated Assignee's representative upon whom notices or process in proceedings affecting the captioned registration may be served.

UNIFEED LIMITED

Dated: April 4, 2001

By: T. W. Kirick
Name: THOMAS W. KIRICK
Title: SECRETARY

GENERAL CONVEYANCE

THIS GENERAL CONVEYANCE made the 9th day of February, 2001.

BETWEEN:

AGRO PACIFIC INDUSTRIES LTD., a company incorporated pursuant to the laws of British Columbia and having an address at 46255 Chilliwack Central Road, Chilliwack, British Columbia, V2P 6J6

(the "**Vendor**")

AND:

UNIFEED LIMITED, a corporation incorporated pursuant to the laws of Manitoba and having an address at Box 50, Site 2, R.R. 2, Okotoks, Alberta, T0L 1T0

(the "**Purchaser**")

WHEREAS:

- A. The Vendor and Purchaser entered into a Purchase and Sale Agreement dated December 6, 2000, as amended as of January 16, 2001 (the "Purchase Agreement"), pursuant to which the Purchaser agreed to purchase from the Vendor certain property, assets and undertaking owned by the Vendor, including the trademarks listed in Schedule A attached hereto (the "Assets");
- B. By Orders of the Honourable Mr. Justice Thackray of the Supreme Court of British Columbia dated December 14, 2000 and January 23, 2001 under action no. L001146 (Vancouver Registry), the sale and transfer of the Assets by the Vendor to the Purchaser was approved, and the Vendor was authorized to execute and deliver such documents as may be required pursuant to the Purchase Agreement; and
- C. It is a condition of the Purchase Agreement that this General Conveyance be entered into;

NOW THEREFORE THIS GENERAL CONVEYANCE WITNESSETH that in consideration of the mutual covenants contained herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties hereto), the parties covenant and agree as follows:

1. Conveyance

Subject to Section 2 herein, the Vendor does hereby transfer, assign and set over unto the Purchaser as of the Closing Date all of its right, title and interest in and to the Assets including without limitation:

- (a) the Lands;
- (b) the Improvements;
- (c) the interest of the Vendor as lessee or conditional sale purchaser of the Leased Equipment;
- (d) the Contracts;
- (e) the Permits, including two Applications for Amendment to Waste Management Permit PA-04431 dated October 25, 2000 and October 24, 1995;
- (f) the Purchase Receivables;
- (g) the Purchased Inventory;
- (h) the Prepaids;
- (i) the Goodwill;
- (j) the Intellectual Property; and
- (k) the Records and Books

to have and to hold with full power to the Purchaser to take all such measures for the enjoyment of the rights of the same as the Vendor might take.

2. Subject to Purchase Agreement

This General Conveyance is made pursuant to and subject to the same qualifications, exceptions, exclusions, conditions and limitations set out in the Purchase Agreement. This General Conveyance will be without duplication to other assignments to the Purchaser and will not include any property, undertaking or assets specifically and expressly assigned to the Purchaser by separate instrument.

3. Definitions

All capitalized terms used herein and not otherwise defined will have the meaning ascribed to them in the Purchase Agreement.

4. Enurement

This General Conveyance enures to the benefit of and binds the parties and their respective successors and assigns.

5. Governing Law

This General Conveyance is to be interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

6. Further Assurances

Each of the parties hereto will do such necessary acts and execute and deliver such further agreements and other documents as may be required to evidence, carry over or give full force and effect to the intent and provisions of this General Conveyance.

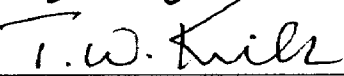
IN WITNESS WHEREOF the Vendor and the Purchaser have executed this General Conveyance as of the day and year first above written.

AGRO PACIFIC INDUSTRIES LTD.


Per: _____
COLIN ROGERS, Chief Restructuring Officer

UNIFEED LIMITED

Per: 
BRIAN HAYWARD, President

Per: 
TOM KIRK, Secretary

SCHEDULE A
TRADEMARKS

Canada

1. "P" DESIGN – Registration number TMA347530, registered November 4, 1988;
2. "PRO FORM" – Registration number TMA347531, registered November 4, 1988;
3. "TRIACTOR" – Registration number TMA506194, registered January 7, 1999;
4. "AMIPRO" – Registration number TMA521338, registered January 12, 2000;
5. "PURE GOLD ENERGEX" – Registration number TMA538289, registered December 5, 2000;
6. "STEP RIGHT FEEDING" (pending) – Application number 1044827, filed January 31, 2000.

United States

1. "P" DESIGN – Registration number 2,273,822, registered August 31, 1999.