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U.S. Patent & TMO/TM Mail Rcpt Dt. #76



FORM PTO-1594 (Rev. 6-93)

CORDA

U.S. DEPARTMENT OF COMMERCE

OMB No. 0651-1100 (exp. 4/94)

TRAD.

101945139 ONLY

Patent and Trademark Office

01-7.2

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

1. Name of conveying party(ies)

CTB, INC.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: CTB IP, INC.
 Internal Address: 300 DELAWARE AVENUE, 9TH FLOOR, DE-5403
WILMINGTON, DELAWARE 19801

Street Address: SAME AS ABOVE

City: _____ State: _____ Zip: _____

Additional name(s) and address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Securing Agreement
- Other
- Merger
- Change of Name

Execution Date: OCTOBER 1, 2001

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

SEE SCHEDULE A ATTACHED HERETO

B. Trademark Registration No.(s)

SEE SCHEDULE A ATTACHED HERETO

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: DAVID J. MARR, ESQ.

Internal Address: TREXLER, BUSHNELL, GIANGIORGI
 BLACKSTONE & MARR, LTD.
 105 West Adams Street
 Chicago, IL 60603

Street Address: same

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved:

47

7. Total fee (37 CFR 3.41)..... \$ 1190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-1495

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

David J. Marr
Name of Person Signing

David J. Marr
Signature

January 2, 2002
Date

Total number of pages including cover sheet, attachments, and document:

9

01/11/2002 LMUELLER 00000183 946263

01 FC:481 40.00 OP
02 FC:482 1150.00 OP

SCHEDULE A

<u>TRADEMARK</u>	<u>TRADEMARK REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
BROCK	946,263	10/31/72
FLEX AUGER	998,165	11/12/74
WELL-GARD	1,180,826	12/8/81
BROCK SHUR-STEP	1,210,243	9/28/82
ULTRAFLO	1,547,271	7/11/89
SATELLITE	1,245,178	7/12/83
CHORE-TIME	575,167	6/2/53
CHORE-TIME	870,605	6/3/69
CHORE-TIME	853,645	7/30/68
FLEX AUGER & Design	1,062,640	4/5/77
WEIGH-MATIC	1,113,007	2/13/79
MEAL-TIME	1,206,970	9/7/82
MEALMASTER FEEDKAR & Design	1,226,467	2/8/83
SOFT-TOUCH	1,216,424	11/16/82
GALV-A-WELD	762,934	1/14/64
ULTRAFLO	1,569,269	12/5/89
MULTIFLO	1,604,356	7/3/90
LATCH-LOCK	1,767,153	4/27/93
ULTRADRY	1,676,344	2/18/92
TURBO & Design	2,252,669	6/15/99
MODEL C2	1,815,672	1/11/94
TURBO HOUSE	1,850,288	8/16/94
ULTRAPAN	1,684,300	4/28/92
ULTRA-LIFT	1,841,663	6/28/94
SUPER-VISOR	1,845,485	7/19/94
HYDRO-SHIELD	2,095,439	9/9/97
ACCESS PLUS	2,095,441	9/9/97

SCHEDULE A (Continued)

<u>TRADEMARK</u>	<u>TRADEMARK REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
SHUR-LOCK	1,923,281	10/3/95
SHAKER-PLATE	2,101,780	9/30/97
AGRI-TIME & Design	1,939,484	12/5/95
CHORE-TIME & Design	2,136,562	2/17/98
SWISH	1,360,139	9/17/85
ALL-OUT	2,099,702	9/23/97
SUPER-SELECTOR	2,019,136	11/26/96
MULTI-LIFT	2,092,119	8/26/97
SPRING LOCK	2,265,814	7/27/99
STOR-O-MATIC	708,394	12/13/60
STORE-N-FEED	750,351	6/4/63
CHORE-TRONICS	2,284,009	10/5/99
E-Z START	2,330,804	3/21/00
CHORE-TRONICS & Design	2,312,508	1/25/00
UNIDRIVE	2,382,250	9/5/00
BULLSEYE	2,392,320	10/3/00
AGRI-DRY	2,392,319	10/3/00
BROCK & Design	2,403,404	11/14/00

<u>TRADEMARK</u>	<u>TRADEMARK APPLICATION NO.</u>	<u>FILING DATE</u>
HELPING TO FEED A HUNGRY WORLD	75/846,020	11/10/99
ULTRA-RAY	76/273,339	6/19/01

BILL OF ASSIGNMENT

THIS BILL OF ASSIGNMENT ("Agreement"), effective October 1, 2001, (the "Effective Date"), is made and entered into by and between CTB, Inc., an Indiana Corporation, (hereinafter "CTB"), and CTB IP, Inc., a Delaware corporation, (hereinafter the "Company").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CTB hereby conveys, transfers, assigns, and delivers to the Company, and its successors and assigns, as a capital contribution and the Company hereby receives, accepts and assumes, all the assets and liabilities, if any, described on Exhibit A hereof ("Capital Contribution") to have and to hold forever, including said trademarks and tradenames together with the good will of the business symbolized by said trademarks and tradenames. The Capital Contribution also includes the entire right, title and interest in the United States of America to the inventions as described in the patents identified in Exhibit A and any extensions thereof as fully and entirely as the same would have been held by CTB had this assignment and sale not been made. The Capital Contribution further includes all past causes in action associated with the assets set forth in Exhibit A.

CTB hereby covenants and agrees to and with the Company, and its successors and assigns, to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, to the Company, and its successors or assigns, all such further acts, deeds, conveyances, transfers, assignments, powers of attorney and assurances as may reasonably be requested by the Company in order to facilitate and evidence the conveyance, transfer, assignment and delivery, or to aid and assist in collecting or reducing to possession, any or all of the CTB assets included within the Capital Contribution.

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of CTB and the Company.

IN WITNESS WHEREOF, CTB and the Company have caused this Bill of Assignment to be duly executed as of the date first above written.

CTB, INC.

CTB IP, INC.

By: Don J. Steinhilber
Don J. Steinhilber
Vice President and
Chief Financial Officer

By: Gary R. Mallory
Gary R. Mallory
President

Exhibit A

CTB Trademarks

Acct#	CASE #	SERIAL #	FILING DATE	TRADEMARK	REGISTRATION #	ISSUED	RENEWAL
10.2461.300	Case 2	340,506	10/13/1969	BROCK	946,263	10/31/1972	10/31/2002
10.2641.217	Case 3			FLEX AUGER	998,165	11/12/1974	12/12/2004
10.2461.300	Case 5	272,390	7/31/1980	WELL-GARD	1,180,826	12/8/1981	
10.2461.300	Case 7			BROCK SHUR-STEP	1,210,243	9/28/1982	
10.2641.217	Case 8			ULTRAFLO	1,223,141	1/11/1983	1/11/2003
10.2641.217	Case 10	353,214	3/5/1982	SATELLITE	1,245,178	7/12/1983	
10.2641.217	Case 11	625,518	1/26/1952	CHORE-TIME	575,167	6/2/1953	6/2/2003
10.2641.218	*divide equally by all 3 account numbers						
10.1275.15	*divide equally by all 3 account numbers						
10.2641.217	Case 12	267,013	3/17/1967	CHORE-TIME	870,605	6/3/1969	6/3/2009
10.2641.218	*divide equally by all 3 account numbers						
10.1275.15	*divide equally by all 3 account numbers						
10.2641.217	Case 13	267,014	3/17/1967	CHORE-TIME	853,645	7/30/1968	7/30/2008
10.2641.218	*divide equally by all 3 account numbers						
10.1275.15	*divide equally by all 3 account numbers						
10.2641.217	Case 47	70,809	12/4/1975	FLEX AUGER & Design	1,062,640	4/5/1977	4/5/2007
10.2641.217	Case 50	151,853	12/12/1977	WEIGH-MATIC	1,113,007	2/13/1979	2/13/2009
10.1275.15	Case 68			MEAL-TIME	1,206,970	9/7/1982	9/7/2002
10.2641.217	Case 71	332,730	10/16/2001	MEALMASTER FEEDKAR & Design	1,226,467	2/8/1983	2/8/2003
10.2641.218	Case 72	332,729	10/16/1987	SOFT-TOUCH	1,216,424	11/16/1982	1/11/8/2002
10.2461.300	Case 85	161,446	1/25/1963	GALVA-A-WELD	762,934	1/14/1964	1/14/2004
10.2641.217	Case 106	785868	3/10/1989	ULTRAFLO	1,569,269	12/5/1989	
10.2641.217	Case 110	73,790,217	3/31/1989	MULTI FLO	1,604,356	7/3/1990	7/3/2010
10.2461.300	Case 126	74-121,664	12/7/1990	LATCH-LOCK	1,767,153	4/27/1993	4/27/2003
10.2461.300	Case 128	74-024,533	2/1/1990	ULTRADRY	1,676,344	2/18/1992	2/18/2002
10.2641.218	Case 129	75-355,932	9/10/1997	TURBO & Design	2,252,669	6/15/1999	6/15/2009
10.2641.217	Case 130	74-132,320	1/18/1991	MODEL C2	1,815,672	1/11/1994	1/11/2004
10.2641.218	Case 131	74-801,637	9/4/1990	TURBO HOUSE	1,850,288	8/18/1994	8/16/2004
10.2641.217	Case 136	74-153,823	4/2/1991	ULTRAPAN	1,684,300	4/28/1992	4/28/2002
10.2641.218	Case 145	74-407,972	6/29/1993	ULTRA-LIFT	1,841,653	6/28/1994	6/28/2004
10.2641.217	Case 146	74-437,103	9/17/1993	SUPER-VISOR	1,845,485	7/19/1994	7/19/2004
10.2461.300	Case 147	74-456,572	11/5/1993	HYDRO-SHIELD	2,095,439	9/9/1997	9/9/2003
10.2461.300	Case 148	74-456,932	11/5/1993	ACCESS PLUS	2,095,441	9/9/1997	9/9/2003
10.2461.300	Case 153	74-548,368	7/12/1994	SHUR-LOCK	1,923,281		
10.2461.300	Case 154	74-531,326	5/31/1994	SHAKER-PLATE	2,101,780	9/30/1997	9/30/2003
10.2641.217	Case 155	74-536,022	8/19/1994	AGRI-TIME & Design	1,939,484	12/5/1995	12/5/2005
10.2641.217	Case 160	75-043,011	1/18/1996	CHORE-TIME & Design	2,136,562	2/17/1998	2/17/2004
10.2641.218	*divide equally by all 3 account numbers						
10.1275.15	*divide equally by all 3 account numbers						

Exhibit A

CTB Trademarks

<u>Acct.#</u>	<u>CASE #</u>	<u>SERIAL #</u>	<u>FILING DATE</u>	<u>TRADEMARK</u>	<u>REGISTRATION #</u>	<u>ISSUED</u>	<u>RENEWAL</u>
10.1275.15	Case 70	332,688		MEALMASTER	1,215,508	11/9/1982	
10.2641.217	Case 87	524,938		SWISH	1,360,139	9/17/1985	9/17/2005
10.2641.217	Case 152	487,132		ALL-OUT	2,088,702	9/23/1997	
10.2641.217	Case 164	75-021,065	11/16/1995	SUPER-SELECTOR	2,019,136	11/26/1996	11/26/2006
10.2641.218	Case 166	75-053,225	2/5/1996	MULT-LIFT	2,092,119	8/26/1997	8/26/2007
10.2641.218	Case 176	75-295,395	5/21/1997	SPRING LOCK	2,265,814	7/27/1999	7/27/2009
10.2461.300	Case 183			STOR - N - DRY	Not continued 691,432		
10.2461.300	Case 184	72095685	4/25/1960	STOR-O-MATIC	708,364	12/13/1960	12/13/2010
10.2461.300	Case 185			STORE-N-FEED	750,351		6/4/2003
10.2641.218	Case 191	75-418,814	1/14/1998	CHORE-TRONICS	2,284,009		
10.2641.217	Case 192	75-444,484	3/4/1998	EZ-START	2,330,804		
10.2641.218	Case 193	75-468,645	4/15/1998	CHORE-TRONICS & Design			
10.2641.218	Case 195	75-542,617	8/26/1998	UNIDRIVE	2,382,260	9/5/2000	9/5/2010
10.2461.300	Case 198	75-692,132	4/27/1999	BULLSEYE	2,392,320	10/3/2000	10/3/2010
10.2461.300	Case 199	75-691,689	4/27/1999	AGRI-DRY	2,392,319	10/3/2000	10/3/2010
10.2461.300	Case 200	75-639,284	2/8/1999	BROCK & Design	2,403,404	11/14/2000	11/14/2010
948.7905	Case 202	75-846,020		Helping to Feed a Hungry World			
10.2641.217	Case 205			ULTRA-RAY			

CTB Tradenames

Exhibit A

<u>TRADENAME</u>	<u>Business Unit</u>	<u>Status</u>
PRODUCT LEADERSHIP™ (trademarked phrase)	CORP	not registered
SMARTISM) Systems (Service Mark)	CORP	not registered
ALLEY-KAT™ Motorized Husbandry Unit	EPS	not registered
DURA-CAGE™ Caged Layer System	EPS	not registered
DURAKO™ Caged Layer System	EPS	not registered
DURAMID™ Caged Layer System	EPS	not registered
DURA-STEP™ Caged Layer System	EPS	not registered
DURA-TRIM™ Caged Layer System	EPS	not registered
EURO-TRIM™ Caged Layer System	EPS	not registered
PYRAMID™ Caged Layer System	EPS	not registered
SSS™ Caged Layer System	EPS	not registered
ULTRAKAR™ Cage Feeding System	EPS	not registered
UNI-BACK™ Cage Construction	EPS	not registered
UNI-FRAME™ Cage System Floor Stand	EPS	not registered
Vertical DBS™ Caged Layer System	EPS	not registered
FLIP-TOP™ Feed Bin Lid	GSB	not registered
THERE'S ONLY ONE!™ (phrase)	GSB	not registered
CHORE-TIME Ultra-Ray™ (Infrared) Brooder (use Times New Roman font)	PPS	not registered
CHORE-TIME Ultra-Ray™ Plus Brooder (use Times New Roman font)	PPS	not registered

CTB Trademarks

Exhibit A

<u>TRADENAME</u>	<u>Business Unit</u>	<u>Status</u>
LINEAR-LIFT™ Curtain Operator Made to Work. Built to Last.™ (trademarked phrase)	PPS	not registered
MISTER-COOL™ Evaporative Cooling (2" spray pad)	PPS	not registered
MODEL 2000™ Feeding System	PPS	not registered
MODEL ATF™ Feeding System	PPS	not registered
MODEL C2M™ Universal Manual Feeder	PPS	not registered
MODEL C™ Feeding System	PPS	not registered
MODEL G™ Feeding System	PPS	not registered
MODEL G™ PLUS Feeding System	PPS	not registered
MODEL H2™ Feeding System	PPS	not registered
MODEL H2™ PLUS Feeding System	PPS	not registered
PDS™ (Pneumatic Drinking System) Watering Control	PPS	not registered
PURGEPLUS™ Ventilation Control	PPS	not registered
RLX™ Fan	PPS	not registered
SENSOR PLUS™ Electronic Switch	PPS	not registered
SNAP-TOP™ Two-Piece Grill Support	PPS	not registered
SUPER 6™ Environmental Controller	PPS	not registered
SUPER-LIFT™ Winch	PPS	not registered
TURBO-COOL™ Evaporative Cooling (6" circulating)	PPS	not registered
VOLUMATIC™ Watering Regulator Chore-Cart for Swine	HPS	not registered
CHORE-TIME Ag-Ray High Pressure (Infrared) Brooder	PPS	not registered
CHORE-TIME Electric Brooder	PPS	not registered
CHORE-TIME PATRIOT Space Heater	PPS	not registered
DURA-THERM Space Heater	PPS	not registered
EASY CLEAN Option	EPS	not registered
E-Z Fan	EPS	not registered