

102364164

To the Honorable Commissioner of Patent and Trademark, please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Agri-Tech, Inc.

01/27/03

Individual(s) Association

General Partnership Limited Partnership

Corporation-State - Virginia

Other _____

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

2. Name and address of receiving party(ies)

Name: FMC Technologies, Inc.

Internal _____

Address: _____

Street Address: 200 E. Randolph

City: Chicago State: IL Zip: 60601

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State Delaware

Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from assignment)

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

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: 06/01/01

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

A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 1,408,104

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

Name: Elisa M. Valenzona

Internal/Address: _____

Brinks Hofer Gilson & Lione

Street Address: 455 N. Cityfront Plaza Drive, Suite 3600

City: Chicago State: IL Zip: 60611

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) \$ 40.00


Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Elisa M. Valenzona  1/23/03

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

02/11/2003 LMUELLER 00000080 1408104 Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:8521 40.00 OP

BILL OF SALE AND ASSIGNMENT

BILL OF SALE AND ASSIGNMENT from Agri-Tech, Inc., a Virginia corporation ("Agri-Tech") to FMC Technologies, Inc., a Delaware corporation ("Buyer").

Pursuant to an Asset Purchase Agreement dated June 1, 2001 (the "Agreement"), Agri-Tech agreed to sell to Buyer its coatings business and certain of its assets.

For the purpose of effecting such sale and in return for the assumption of liabilities set forth in the Undertaking and Assumption of Liabilities of even date executed by Buyer, the promises of Buyer appearing in the Agreement and other good and valuable consideration, the adequacy and receipt of which Agri-Tech hereby acknowledges, Agri-Tech hereby sells, transfers and conveys to Buyer its coatings Business (the "Business") and all of Agri-Tech's right, title and interest in, including the exclusive right to use and disclose, the following of its assets (the "Assets"):

1. Inventory. All inventory related to the Business, including but limited to raw materials and finished goods.
2. Sales Contracts. All Agri-Tech's rights under contracts, leases and other agreements entered into by Agri-Tech for the sale by Agri-Tech of goods and services in the Business after the Closing Date, including without limitation those listed on Schedule 2 to this Bill of Sale;
3. Purchase Orders. All Agri-Tech's rights under the contracts and agreements for the supply of goods and services, if any, to Agri-Tech that are listed on Schedule 3 to this Bill of Sale;
4. Other Contracts. All Agri-Tech's rights under the other contracts, agreements and understandings related to the business of the Business, if any, that are listed on Schedule 4 to this Bill of Sale;
5. Records. All printed, written or electronic correspondence, files and records related to the Business, including customer and vendor lists and correspondence, inquiry, proposal and contract records; accounting and cost records written or printed materials related to the Business, past sales and service agreement, files on the market and competition, current and past price lists, historical detail of sales and

purchases, product literature, catalogs ad catalog sheets, advertising materials, material safety data sheets or other instruction sheets, art work, illustrations, reports (by customer) of sales and a list of the names and addresses of all suppliers and current and previous customers and all past and current contacts with suppliers, and safety and regulatory permits, licenses and files;

6. Proprietary Rights. All the rights under all confidentiality, secrecy and non-competition agreements and arising under common law relating to the Business and running to the benefit of Agri-Tech, including without limitation those with the parties listed on Schedule 6 to this Bill of Sale;

7. Intellectual Property. All Intellectual Property of Agri-Tech related to the Business (the "Transferred Intellectual Property"). As used in this Agreement, Intellectual Property means:

- i. all inventions (whether patentable or unpatentable and whether or not reduced to practice), the improvements thereto, and the patents, patent applications, and patent disclosures including those listed on Schedule 7.i, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof;
- ii. all trademarks, service marks, trade dress logos, trade names, domain names and addresses and corporate names other than the name "Agri-Tech", including those listed on Schedule 7.i. hereto, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registration, and renewals in connection therewith;
- iii. all copyrights able work, copyrights, and applications, registrations, and renewals in connection therewith, including those listed on Schedule 7.iii.
- iv. all mask works and all applications, registrations, and renewals in connection therewith, including those listed on Schedule 7.iv;
- v. all trade secrets and confidential business information used in the Business including ideas, research and development, test results, know how, formula, compositions, bills of materials, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, operating and service parameters, results, histories, and instructions, customer and supplier lists, pricing and

cost information, and business and marketing plans and proposals, purchased materials specifications and technical and research files;

- vi. all computer software and software licenses, including those listed in Schedule 7.vi and
- vii. all copies and tangible embodiments of the foregoing (in whatever form or medium).

For the avoidance of doubt, all other assets of the Business are excluded from the sale to Buyer (the "Excluded Assets").

IN WITNESS WHEREOF, Agri-Tech has caused this Bill of Sale and Assignment to be duly executed as of the 1st day of June, 2001.

AGRI-TECH, INC.

By
Its


Chairman

- Schedule 2 --Sales Contracts -- NONE
- Schedule 3 --Purchase Orders -- NONE
- Schedule 4 --Other Contracts -- see attached
- Schedule 6 -- Confidentiality, Secrecy and Non-Competition Agreements Benefiting Agri-Tech -- NONE
- Schedule 7 - Intellectual Property
 - i. Patents, Patent Applications, Disclosure -- NONE
 - ii. Trademarks - Fresh-Cote
 - iii. Copyrights -- NONE
 - iv. Mask Works - NONE
 - v. Trade Secrets and Confidential Business Information - Formulae for Coatings
 - vi. Computer and Software License -- NONE

**ASSET PURCHASE AGREEMENT
FMC/AGRI-TECH, INC.**

Schedule 7-ii -- Trademarks are as follows:

Fresh-Cote 110, 200, 207, 214, 241HL, 362, 707, 711, 220

Schedule 7-v -- Trade Secrets and Confidential Information – This data will be shipped with the purchased inventory.