

03-14-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇌ ⇌ ⇌ ▼



ET U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102389940

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

1. Name of conveying party(ies):
LT Biosyn, Inc.

311.03

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 02/05/2003

2. Name and address of receiving party(ies)

Name: Gustafson, LLC

Internal Address: Suite 400

Street Address: 1400 Preston Road

City: Plano State: TX Zip: 75093

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) _____
76/334246

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

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

Name: Anthony J. Barbieri

Internal Address: Suite 222

Street Address: 5950 Sherry Lane

City: Dallas State: TX Zip: 75225

6. Total number of applications and registrations involved: _____

1

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.

Anthony J. Barbieri
Name of Person Signing

Anthony J. Barbieri
Signature

March 5, 2003
Date

Total number of pages including cover sheet, attachments, and document: 3

03/13/2003 6TOM11 00000115 76334246

01 FC:8521

40.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002690 FRAME: 0989

ASSIGNMENT OF TRADEMARK AGREEMENT

This ASSIGNMENT OF TRADEMARK AGREEMENT ("Assignment") is made and entered into as of 5th day of ^{February}~~January~~, 2003 (the "Effective Date"), by and between LT Biosyn, Inc., whose address is 11921 Goldring Road, Arcadia, CA 91006 ("Assignor"), and Gustafson, LLC, whose address is 1400 Preston Road, Suite 400, Plano, Texas 75075 ("Assignee")

RECITALS

A. Assignor is the owner of a trademark (hereinafter the "Trademark") identified as follows:

Serial Number: 76/334246
Mark: COTTONGRO
Filing Date: 11/05/2001
Registration Date: N/A
Goods: Plant Growth Regulators for Agricultural Use
International Class: 001

B. Assignor desires to assign Assignor's right, title, and interest in the Trademark, along with any common-law rights it may have in the Trademark, to Assignee, and Assignee desires to accept the assignment and assume all of the rights, responsibilities and obligations associated with the Trademark.

C. In consideration of the transfer contemplated herein, Assignee agrees to pay Assignor the sum of \$4,500.00 (the "Payment").

NOW, THEREFORE, in consideration of the payment and delivery to Assignor by Assignee pursuant to the terms of the Assignment, the receipt of which Assignor acknowledges, Assignor and Assignee agree as follows:

1. Assignment of the Trademark. Assignor assigns and transfers to Assignee all of its right, title, and interest in and to the Trademark including any common-law rights, as of the Effective Date. Assignor consents to the filing of any recordation forms to be filed with the United States Patent and Trademark Office. In consideration for this Assignment, Assignee agrees to deliver to Assignor the amount of Payment, which will be delivered to Assignor once this Assignment has been executed in full by both parties.

2. Acceptance of Assignment and Obligations. Assignee agrees to and accepts the assignment of the Trademark, and assumes and covenants to keep, perform, and fulfill, except as expressly provided in the Assignment, the executory portion of the terms, covenants, conditions, and obligations of the Trademark required to be kept, performed, and fulfilled by Assignor with respect to the Trademark from and after the Effective Date.

3. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding on, successors and assigns of the parties.

4. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one agreement.

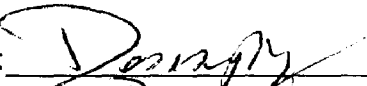
5. Further Assurances. Assignor will execute any and all additional documents that may be reasonably necessary in the opinion of counsel for Assignee to perfect the transfer of rights set forth herein.

6. Incorporation of Recitals. The recitals set forth above are true and correct and are hereby incorporated herein by this reference.

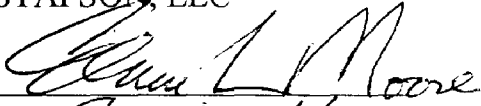
7. Authority to Execute. Assignor represents and warrants to Assignee that the individual executing this Assignment on behalf of Assignor has the full right, power, legal capacity, and authority to enter into this Assignment and to assign and transfer to Assignee the Trademark pursuant to the terms herein.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

LT BIOSYN, INC.

By: 
Name: Denny Ng
Title: CEO
Date: Feb 5th, 2003

GUSTAFSON, LLC

By: 
Name: Ema L. Moore
Title: Exec. V. President
Date: March 4, 2003

ASSIGNMENT OF TRADEMARK AGREEMENT

This ASSIGNMENT OF TRADEMARK AGREEMENT ("Assignment") is made and entered into as of 5th day of ^{February} ~~January~~, 2003 (the "Effective Date"), by and between LT Biosyn, Inc., whose address is 11921 Goldring Road, Arcadia, CA 91006 ("Assignor"), and Gustafson, LLC, whose address is 1400 Preston Road, Suite 400, Plano, Texas 75075 ("Assignee")

RECITALS

A. Assignor is the owner of a trademark (hereinafter the "Trademark") identified as follows:

Serial Number: 76/334246
Mark: COTTONGRO
Filing Date: 11/05/2001
Registration Date: N/A
Goods: Plant Growth Regulators for Agricultural Use
International Class: 001

B. Assignor desires to assign Assignor's right, title, and interest in the Trademark, along with any common-law rights it may have in the Trademark, to Assignee, and Assignee desires to accept the assignment and assume all of the rights, responsibilities and obligations associated with the Trademark.

C. In consideration of the transfer contemplated herein, Assignee agrees to pay Assignor the sum of \$4,500.00 (the "Payment").

NOW, THEREFORE, in consideration of the payment and delivery to Assignor by Assignee pursuant to the terms of the Assignment, the receipt of which Assignor acknowledges, Assignor and Assignee agree as follows:

1. Assignment of the Trademark. Assignor assigns and transfers to Assignee all of its right, title, and interest in and to the Trademark including any common-law rights, as of the Effective Date. Assignor consents to the filing of any recordation forms to be filed with the United States Patent and Trademark Office. In consideration for this Assignment, Assignee agrees to deliver to Assignor the amount of Payment, which will be delivered to Assignor once this Assignment has been executed in full by both parties.

2. Acceptance of Assignment and Obligations. Assignee agrees to and accepts the assignment of the Trademark, and assumes and covenants to keep, perform, and fulfill, except as expressly provided in the Assignment, the executory portion of the terms, covenants, conditions, and obligations of the Trademark required to be kept, performed, and fulfilled by Assignor with respect to the Trademark from and after the Effective Date.

3. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding on, successors and assigns of the parties.

4. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one agreement.

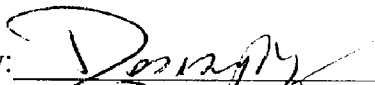
5. Further Assurances. Assignor will execute any and all additional documents that may be reasonably necessary in the opinion of counsel for Assignee to perfect the transfer of rights set forth herein.

6. Incorporation of Recitals. The recitals set forth above are true and correct and are hereby incorporated herein by this reference.

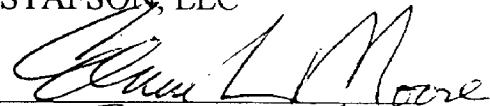
7. Authority to Execute. Assignor represents and warrants to Assignee that the individual executing this Assignment on behalf of Assignor has the full right, power, legal capacity, and authority to enter into this Assignment and to assign and transfer to Assignee the Trademark pursuant to the terms herein.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

LT BIOSYN, INC.

By: 
Name: Denny Ng
Title: CEO
Date: Feb 5th, 2003

GUSTAFSON, LLC

By: 
Name: Elmer L. Moore
Title: Exec. V. President
Date: March 4, 2003