



Kolisch Hartwell
A Professional Corporation

INTELLECTUAL PROPERTY
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Our File - AGP 406

Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Sir:

Enclosed for recordation in the records of the U.S. Patent and Trademark Office are copies of documents with particulars as follows:

(1) Name of conveying parties:

Alfa Laval Agri, Inc.
now known as DeLaval Inc.

(2) Name and address of receiving party:

Agpro, Inc.
Route 7, Box 100
Paris, Texas 75462

(3) The nature of the conveyance is a Bill of Sale, which was

executed on October 29, 1998 and a Declaration, which was executed on May 6,

2003.

(4) Registration No.

Registration Date

1,051,718

November 2, 1976.

(5) Any and all correspondence concerning this document should

RECORDED
2003 MAY 13 PM 2:55
FINANCE SECTION

05/16/2003 BY: [unclear] 00000048 1051718
01 FL: [unclear] 40.00 [unclear]

TRADEMARK
REEL: 002732 FRAME: 0469

be addressed and mailed to the following:

B. Anna McCoy
Kolisch Hartwell, P.C.
200 Pacific Building
520 S.W. Yamhill Street
Portland, Oregon 97204

(6) The total number of trademark registrations involved in this conveyance is one.

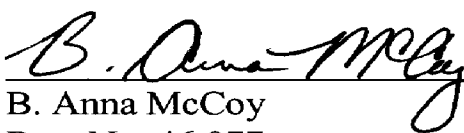
(7) Our check in the amount of \$40.00 to cover the recordation fee is enclosed, in accordance with 37 C.F.R. § 3.41.

(8) Please charge our Deposit Account No. 11-1540 for any additional fees which may be required, or credit any overpayment. A duplicate copy of this form is attached.

(9) 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.

Respectfully submitted,

KOLISCH HARTWELL, P.C.



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TOTAL NUMBER OF PAGES
INCLUDING ATTACHMENTS
TO THIS COVER SHEET: 6

TRADEMARK
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BILL OF SALE

THIS BILL OF SALE made and entered into as of October 29, 1998, by and between Alfa Laval Agri Inc., a Delaware corporation with its principal place of business located at 11100 N. Congress Avenue, Kansas City, Missouri 64153-1296 ("Seller") and Agpro, Inc., a Texas corporation, with its principal place of business located at Route 7, Box 100, Paris, Texas 75462 ("Purchaser")

WITNESSETH:

WHEREAS, Seller and Purchaser have entered into that certain Asset Purchase and Sale Agreement dated of even date herewith, (the "Purchase Agreement") whereby Seller agreed to sell, assign, transfer, convey and deliver to Purchaser the Assets described therein; and

WHEREAS, in performance of its obligations under the Purchase Agreement, Seller desires to execute and deliver this Bill of Sale to Purchaser to sell, assign, transfer, convey and deliver the Assets to Purchaser; and

WHEREAS, all capitalized terms not otherwise defined herein shall have the same definition and meaning when used herein as when used in the Purchase Agreement.

NOW, THEREFORE, pursuant to the Purchase Agreement, and for good and valuable consideration, including the payment of the Purchase Price as provided for in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, transfers, conveys, bargains, assigns and delivers to Purchaser, free and clear of all liens, security interests, pledges, encumbrances and claims of ownership, and Purchaser hereby purchases, acquires and accepts all right, title and interest in and to the Assets of the Business, including, without limitation, the assets further described as follows:

a. the inventory listed in Schedule 1a of the Purchase Agreement, a copy of which is attached hereto and incorporated by reference herein at the prices set forth therein;

b. a current list of Seller's dealers, suppliers and prospective customers and a catalog mailing list of current customers of the Business;

c. the trademarks of Seller identified in Schedule 1c of the Purchase Agreement, a copy of which is attached hereto and incorporated by reference herein;

d. product sales history, software source code and executable files used in the design of manure handling systems, parts and service manuals, CAD

drawings, training materials, video masters, product photographs and photo negatives, and artwork and layouts for product literature; except that Seller may keep one copy of each for record purposes;

e. equipment used by Seller for testing, demonstrations and sales presentations related to the Business and identified in Schedule 1e of the Purchase Agreement, a copy of which is attached hereto and incorporated by reference herein; and

f. all rights of Seller to build the cable alley scraper known by the trade name "EZ Scrape" manufactured by Seller prior to the modification and manufacture by J-Star, a third party manufacturer.

TO HAVE AND TO HOLD all of said Assets unto Purchaser and its successors and assigns for their use forever. Seller represents and warrants that it is the lawful owner of the Assets conveyed by it hereunder with the free and unrestricted right to sell and assign the same, and shall warrant and defend the title to the same against all claims and demands whatsoever.

This Bill of Sale and the covenants and agreements herein contained shall inure to the benefit of Purchaser, its successors and assigns and shall be binding upon Seller and its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be duly executed by their duly authorized representatives as of the day and year first above written.

Seller:
Alfa Laval Agri Inc.

By: G. Donald Calhoun
G. Donald Calhoun
Executive Vice President

Purchaser:
Agpro, Inc.

By: D. Joe Gribble
D. Joe Gribble
President

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Schedule 1.c

TRADEMARKS

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Handwritten initials/signature