

09-23-2003

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Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): 4-3-03  
Agromac International, Inc.  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State Nebraska  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: TerraMarc Industries, Inc.  
Internal Address: Box 849  
Street Address: 237 NW 12th St  
City: West Fargo State: ND Zip: 58078  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Colorado  
 Other \_\_\_\_\_  
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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_  
Execution Date: December 23, 1997

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
~~2000000000~~  
Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)  
1039545  
Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: TerraMarc Industries, Inc.  
Internal Address: Attn: Keith Astrup  
Box 849  
Street Address: 237 NW 12th St  
City: West Fargo State: ND Zip: 58078

6. Total number of applications and registrations involved: .....   
7. Total fee (37 CFR 3.41).....\$ 40<sup>00</sup>  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
\_\_\_\_\_  
(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.*  
Keith Astrup            4-3-03  
Name of Person Signing      Signature      Date

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

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

**TRADEMARK**  
**REEL: 002828 FRAME: 0078**



# STATE OF COLORADO

## DEPARTMENT OF STATE CERTIFICATE

I, DONETTA DAVIDSON, SECRETARY OF STATE OF THE STATE OF  
COLORADO HEREBY CERTIFY THAT

ACCORDING TO THE RECORDS OF THIS OFFICE

TERRAMARC INDUSTRIES, INC.  
(COLORADO CORPORATION)

FILE # 19961106998 WAS FILED IN THIS OFFICE ON August 14, 1996  
AND HAS COMPLIED WITH THE APPLICABLE PROVISIONS OF THE  
LAWS OF THE STATE OF COLORADO AND ON THIS DATE IS IN GOOD  
STANDING AND AUTHORIZED AND COMPETENT TO TRANSACT BUSINESS  
OR TO CONDUCT ITS AFFAIRS WITHIN THIS STATE.

Dated: May 10, 2001

*Donetta Davidson*

SECRETARY OF STATE

## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of December 23, 1997, is made and entered into by and between LOCKWOOD MANUFACTURING, INC., a Colorado corporation ("Buyer"), and AGROMAC INTERNATIONAL, INC., a Nebraska corporation ("Seller").

WHEREAS, Seller is a wholly-owned subsidiary of Agromac Manufacturing, Inc., a Nevada corporation ("AMI");

WHEREAS, Bruce E. Wood ("Wood"), Joseph Schon ("Schon") and Regional West Health Services are the owners of all of the issued and outstanding shares of capital stock of AMI;

WHEREAS, Buyer is a wholly owned subsidiary of Agri-Holdings International, Inc., a Colorado corporation doing business as Specialty Agricultural Products, Inc. ("SAP");

WHEREAS, Seller is engaged in the business of manufacturing potato planting, harvesting and handling equipment under the brand name "Lockwood" (the "Business");

WHEREAS, Seller desires to sell and assign to Buyer, and Buyer desires to purchase and assume from Seller, on the terms and subject to the conditions set forth in this Agreement, substantially all of the assets that are currently being used by Seller in the conduct of the Business, together with certain specified liabilities of Seller.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements and the conditions set forth in this Agreement, Buyer and Seller hereby agree as follows:

### ARTICLE I

#### TRANSFER OF ASSETS; ASSUMPTION OF LIABILITIES

1.1 Transfer of Assets. On the terms and subject to the conditions set forth in this Agreement, Seller shall, at the Closing (as defined in Section 3.1 hereof), sell, transfer and assign to Buyer, and Buyer shall purchase and acquire from Seller, all of Seller's right, title and interest, as of the Closing Date (as defined in Section 3.1 hereof), in and to all of the assets of Seller related to, or used in conjunction with, the Business (collectively, except for the excluded assets set forth in Section 1.2 hereof, the "Assets"); including, but not limited to:

(a) The exclusive right to sell Lockwood potato product lines and the exclusive right to the Lockwood spare parts business;

(b) All of the equipment, machinery, vehicles, patterns, molds, dies, furniture, fixtures, furnishings and leasehold improvements (collectively referred to as the "Machinery") owned by Seller and used by Seller in the operation of the Business, as identified in Schedule I hereto;

(c) Seller's interest in all real property leases to which Seller is a party that are used in connection with the Business, all of which leases are identified in Schedule II hereto;

(d) Seller's interest in all personal property leases to which Seller is a party that are used in connection with the operation of the Business, all of which leases are identified in Schedule III hereto;

(e) All of Seller's inventories of supplies, raw materials, parts, finished goods, work-in-process, product labels and packaging materials used in connection with the Business and Seller's interest in all orders or contracts for the purchase of supplies, raw materials, parts, product labels and packaging materials used in connection with the Business, including, but not limited to, all chain inventory located at Seller's Distribution Centers (as defined in subparagraph (t) below);

(f) Seller's interest in those licenses, contracts or agreements with respect to the Business to which Seller is a party, all of which licenses, contracts or agreements are identified in Schedule V hereto;

(g) All unfilled or uncompleted customer contracts, commitments or purchase or sales orders received and accepted by Seller in connection with the Business in the ordinary course of business;

(h) All documents or other tangible materials embodying technology or intellectual property rights owned by, licensed to or otherwise controlled by Seller and used in connection with the Business, whether such properties are located on Seller's business premises or on the business premises of Seller's suppliers or customers, including, without limitation, all software programs (including both source and object codes) and related documentation for software used in or developed for support of the Business;

(i) All rights in patents (including, but not limited to, patents pertaining to "AireCup Planters"), patent applications, trademarks, service marks, trade names, corporate names, copyrights, mask works, trade secrets or other intellectual property rights owned by, licensed to or otherwise controlled by Seller or

used in, developed for use in or necessary to the conduct of the Business as now conducted or planned to be conducted, including, without limitation, those set forth in the Disclosure Schedule under the caption referencing Section 4.15 and including the rights to institute or maintain any action or investigation, and to recover damages, for any past infringement thereof or any actions of unfair competition relating thereto;

(j) The name "Lockwood" or any logo or combination of words in which the name "Lockwood" appears or any rights associated with such name or any right to use such name in all jurisdictions in which Seller either currently uses any such name or has any right to use any such name in connection with the Business and the Assets, subject, however, to the rights of others who may use such name or have rights to used such name in connection with a business separate and distinct from the Business;

(k) All of Seller's books, records and other documents and information relating to the Assets or the Business, including, without limitation, all customer, supplier, prospect, dealer and distributor lists, sales literature, inventory records, purchase orders and invoices, sales orders and sales order log books, customer and supplier information, commission records, correspondence, employee payroll and personnel records, product data, material safety data sheets, price lists, product demonstrations, quotes and bids and all product catalogs and brochures;

(l) All accounts or notes receivable (excluding intra-company accounts) owing to Seller that relate to the Business (the "Receivables");

(m) The current telephone listings of the Business and the right to use the telephone numbers currently being used at the principal offices and other offices or facilities of the Business;

(n) All permits, licenses and other governmental approvals held by Seller with respect to the Business, to the extent they are assignable;

(o) All prepaid expenses and deposits, net of the respective amounts due, made by Seller with respect to the Business;

(p) All customer and supplier relationships relating to the Business;

(q) All long-term investments of Seller relating to the Business, all of which long-term investments are identified in Schedule IV hereto;

(r) Any rights to recovery by Seller arising out of litigation with respect to the Business that is pending prior to or commences after the Closing Date;

**AGRI-HOLDINGS INTERNATIONAL, INC.**  
*d/b/a*  
**SPECIALTY AGRICULTURAL PRODUCTS, INC.**

**PROXY SOLICITED BY THE BOARD OF DIRECTORS**

**FOR THE SPECIAL MEETING OF SHAREHOLDERS  
TO BE HELD ON JULY 29, 1999**

The undersigned hereby appoints Bruce L. Rogers and Mark M. King, and each of them, as attorneys and proxies of the undersigned, with full power of substitution, to vote all of the shares of capital stock of Agri-Holdings International, Inc., a Colorado corporation d/b/a Specialty Agricultural Products, Inc. (the "Company"), that the undersigned may be entitled to vote at the Special Meeting of Shareholders of the Company to be held at 1515 Arapahoe Street, Tower One, Suite 1500, Denver, Colorado 80202 on July 29, 1999, at 10:00 a.m. local time, and at any and all continuations and adjournments thereof, with all powers that the undersigned would possess if personally present, upon and in respect of the following materials and in accordance with the following instructions, with discretionary authority as to any and all other matters that may properly come before the meeting.

**UNLESS A CONTRARY DIRECTION IS INDICATED, THIS PROXY WILL BE VOTED FOR PROPOSALS 1, 2 AND 3, AS MORE SPECIFICALLY DESCRIBED IN THE PROXY STATEMENT. IF SPECIFIC INSTRUCTIONS ARE INDICATED, THIS PROXY WILL BE VOTED IN ACCORDANCE THEREWITH.**

**THE BOARD OF DIRECTORS RECOMMENDS A VOTE FOR PROPOSAL 1**

Proposal 1: To amend the Articles of Incorporation of the Company to change its name to TerraMarc Industries, Inc.

FOR  AGAINST  ABSTAIN

**THE BOARD OF DIRECTORS RECOMMENDS A VOTE FOR PROPOSAL 2.**

Proposal 2: To increase the number of authorized shares of Common Stock of the Company from 10,000,000 to 20,000,000.

FOR  AGAINST  ABSTAIN

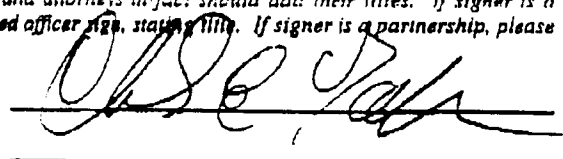
**THE BOARD OF DIRECTORS RECOMMENDS A VOTE FOR PROPOSAL 3.**

Proposal 3: To increase the number of authorized shares of Preferred Stock of the Company from 3,000,000 to 10,000,000.

FOR  AGAINST  ABSTAIN

*Please sign exactly as your name appears in shareholder records. If the stock is registered in the names of two or more persons, each should sign. Executors, administrators, trustees, guardians, and attorneys in fact should add their titles. If signer is a corporation, please give full corporate name and have a duly authorized officer sign, stating title. If signer is a partnership, please sign in partnership name by authorized person.*

Dated: 7-6- 1999.



Signature(s)

**PLEASE VOTE, DATE, AND PROMPTLY RETURN THIS PROXY IN THE ENCLOSED,  
POSTAGE-PREPAID, RETURN ENVELOPE.**