



To the Honorable Commissioner of

102668842

Send original documents or copy thereof.

1. Name of conveying party(ies): Sukup Manufacturing Co. 2.11.04
Individual(s) Association
General Partnership Limited Partnership
Corporation-State Iowa
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Agco Corporation
Internal Address:
Address:
Street:
Address: 4205 River Green Parkway
City: Duluth State GA Zip 30096-2584
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
(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: 01/15/2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 78/279125
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
OPR/FINANCE FEB 11 AM 7:20

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Michael D. Hobbs, Jr.
Internal Address: Troutman Sanders LLP
Street Address: 600 Peachtree Street, NE Suite 5200
City: Atlanta State GA Zip: 30308
02/12/2004 BYRNE 00000009 78279125

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

01 FC:0521 40.00 DP

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.
Michael D. Hobbs, Jr. [Signature] 2/6/04
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 10



TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is executed this ____ day of December, 2003 (the "Closing Date") by and between SUKUP MANUFACTURING CO., 1555 255th Street, P.O. Box 677, Sheffield, IA 50475-0677 ("Assignor"), and AGCO CORPORATION, 4205 River Green Parkway, Duluth, GA 30096-2584 ("Assignee").

RECITALS

Assignor owns the trademark "AUTO GUIDE" for use on a guidance system for guiding agricultural row crop implements, the goodwill of the business associated with the mark, and U.S. Trademark Application Serial No. 78/279,125 filed July 25, 2003 for the mark (collectively, the "Trademark"); and

Assignee desires to obtain from Assignor and Assignor desires to assign to Assignee all right, title and interest in and to the Trademark;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, representations and warranties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Assignor and Assignee agree as follows:

TERMS AND CONDITIONS

1. Assignment. Assignor hereby grants, conveys and assigns to Assignee all right, title and interest in and to the Trademark, together with the good will of the business identified thereby along with the right to recover damages and profits and other remedies for past infringement of the Trademark. Contemporaneous with the Closing Date, Assignor shall execute and Assignee will file the Trademark assignment attached hereto as Exhibit A with the PTO. Assignor shall reasonably cooperate in the recordation of such assignment, if required, Assignee will record the assignment.
2. Term. This Agreement shall be effective as of the Closing Date and shall continue in force in perpetuity unless terminated in accordance with the terms and conditions hereof.
3. Assignor's Representations and Warranties.

The Assignor represents, warrants and covenants that:

- (a) The Trademark is subsisting, has not been abandoned or canceled and that the application therefor has not been adjudged invalid or unenforceable, in whole or in part, in the United States of America;
- (b) The Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark, free and clear of any liens, charges, encumbrances, mortgages, hypothecations, pledges,

security interests or claims of any kind, including, without limitation, licenses, and covenants by the Assignor not to sue third persons;

- (c) The Assignor has the unqualified right, power and authority to execute, deliver and perform this Agreement;
- (d) The Assignor has filed a Statement of Use for the Trademark in the U.S. Patent and Trademark Office as part of said Trademark Application, prior to the Closing Date;
- (e) The Assignor shall not thereafter adopt, use, register or seek to register any mark or domain name identical or confusingly similar to the Trademark, solely excepting the license set forth in Section 4 herein, and that Assignor will not seek to challenge Assignee's rights in and to the Trademark;
- (f) Assignor has not received or made any claims of infringement or threatened legal action regarding the Trademark other than directed to the Assignee; and
- (g) Assignor will not enter into any agreement or take any action which is inconsistent with the Assignor's obligations under this Agreement, without the Assignee's prior written consent.

4. License.

- (a) Assignee hereby grants Assignor a fully-paid up, non-assignable, non-exclusive, royalty-free license in and to the Trademark in the manner used by Assignor as of the Closing Date solely for use on the same products on which Assignor uses the Trademark as of the Closing Date, namely guidance systems for agricultural row elements. All such use of the Trademark by Assignor shall inure to Assignee. This license is perpetual subject only to the provision of Paragraph 8 (a).
- (b) Assignee acknowledges that Assignor has provided guidance system for guiding agricultural row crop implements of high quality for several years prior to the Closing Date and it is agreed that the current level of products provided by Assignor is acceptable. Assignor shall maintain the same high level of quality of the products licensed to use the Trademark and shall comply with all laws, statutes and ordinances regarding the Trademark and the products using the Trademark. Assignee shall have the right to ascertain upon notice to Assignor whether the products offered by Assignor under its license are in compliance with the provisions of this Section and Assignor shall reasonably cooperate with Assignee's efforts to assess this quality by, without limitation, providing Assignee with sample copies of advertisements and promotional materials used in conjunction with the products at least once each year during the term and providing access on a mutually-agreeable

basis to the facilities where Assignor manufactures the products licensed to use the Trademark.

- (c) Assignor shall indemnify, defend and hold harmless Assignee pursuant to the terms of Section 6 for any claims related to the products licensed to use the Trademark.

5. Consideration. Assignee agrees to pay to Assignor Forty-Five Thousand and 00/100 Dollars (\$45,000.00) either by certified check or wire transfer as directed by Assignor upon receipt of the executed Agreement and Trademark assignment pursuant to Section 1 herein.

6. Indemnification. Each party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party (the "Indemnitee") from and against all costs, damages, claims (threatened or actual) and expenses (including, without limitation, reasonable attorneys fees) which may arise or derive in any way from the Indemnifying Party's breach of any of its duties, obligations, representations or warranties under this Agreement or for any action lying in tort, contract or otherwise solely related to this Agreement. The Indemnitee shall give the Indemnifying Party prompt written notice of any such claim or suit, and the Indemnifying Party shall have the right to control the defense thereof; provided, however, that the Indemnifying Party shall be required to obtain the consent of the Indemnitee, to any settlement of such claims or suit which would have more than a de minimus effect on the Indemnitee's business or reputation, which consent Indemnitee shall not unreasonably withhold. For purposes of this section, "Indemnitee" shall include the Indemnitee's parent, subsidiaries and affiliates and their officers, directors and employees. The provisions of this Section shall survive any termination or expiration of this Agreement.

7. Third Party Infringement. In the event any third party has violated Assignor's or violates Assignee's right, title and interest in and to said Trademark, Assignor shall cooperate fully with the Assignee to terminate such violations. If any claim of infringement or other legal claim is made or threatened against Assignee regarding the Trademark, Assignor shall reasonably assist Assignee in the defense of such claims at Assignee's expense.

8. Breach of Agreement.

(a) In the event that Assignor fails to comply with the terms of this Agreement or breaches the representations, warranties or covenants contained herein, Assignee shall notify Assignor in writing by certified mail of such failure and Assignor shall have sixty (60) days after the date of its receipt of such notice within which to cure its failure. If such failure is not cured during said sixty (60) day period, Assignee may, at its option, sue to enjoin such failure, sue for damages resulting from such failure, terminate this Agreement with no further obligation, and/or exercise all such remedies. The termination of the Agreement shall not affect any accrued rights of Assignee. The provisions of this Section are in addition to and not in limitation of those rights and duties provided elsewhere in this Agreement and by law.

(b) In the event that Assignee fails to comply with the terms of this Agreement, Assignor shall notify Assignee in writing by certified mail of such failure and Assignee shall have sixty (60) days after the date of its receipt of such notice within which to cure its failure. If such failure is not cured during said sixty (60) day period, Assignor may, at its option, sue to enjoin such failure, sue for damages resulting from such failure, terminate this Agreement with a refund of the purchase price, and/or exercise all such remedies. The termination of the Agreement shall not affect any accrued rights of Assignor. The provisions of this Section are in addition to and not in limitation of those rights and duties provided elsewhere in this Agreement and by law.

9. Miscellaneous.

(a) Agents. The parties each warrant and represent to the other that this Agreement was not brought about or participated in by any person as an agent or intermediary and that all dealings with regard to the negotiation and consummation of this Agreement were had between the parties hereto acting as principals; therefore, there is no commission, finder's fee, or other compensation payable to any person, firm, partnership, association, corporation or other entity and the parties hereto agree to defend against, indemnify, and hold each other harmless from any claim by any such person, firm, partnership, association, corporation or other entity for commissions, finder's fee or other similar compensation.

(b) Independent Contractor. This Agreement does not constitute a franchise, joint venture, partnership or agency between the parties; all persons engaged by one party will be the party's employees or agents, exclusively; and the other party will not be liable for any claims of or in any way accountable to or for the actions of such employees or agencies. Each party shall have no right to obligate or bind the other party in any manner whatsoever, and nothing in this Agreement shall give or is intended to give any rights of any kind to third persons.

(c) Successors and Assigns. Except as provided to the contrary herein, all the provisions hereof shall bind and inure to the benefit of the parties hereto and their successors and assigns and may be freely assigned upon notice to the other party.

(d) Notices. Any notice or other communication required or permitted hereunder shall be in writing by certified mail, postage prepaid. Any such notice shall be deemed given when so delivered as follows:

To Assignor:

Charles Sukup, P.E., President
Sukup Manufacturing Company
1555 255th Street, Box 677
Sheffield, Iowa 50475-0677
Telephone Number: 641-892-4222
Facsimile Number: 641-892-4629

With a copy to:

Donald H. Zarley, Esq.
ZARLEY LAW FIRM, P.L.C.
Capital Square, 400 Locust Street, Suite 200
Des Moines, Iowa 50309-2350
Telephone Number: (515) 558-0200
Facsimile Number: (515) 558-7790

To Assignee:

C. Stephen D. Lupton, Esq.
AGCO Corporation
4205 River Green Parkway
Duluth, Georgia 30096-2568
Telephone Number: (770) 813-6094
Facsimile Number: (770) 813-6599

With a copy to:

Michael D. Hobbs, Jr., Esq.
TROUTMAN SANDERS LLP
Bank of America Plaza
600 Peachtree Street, N.E.
Suite 5200
Atlanta, Georgia 30308-2216

Either party may change its address or the address to which copies are to be directed for the purpose of this Agreement by notice of such changes to the other party in accordance with the provisions of this Section.

(e) Waiver; Modification. Failure by either party hereto to enforce at any time or for any period of time any provision or right hereunder shall not constitute a waiver of such provision or of the right of such party thereafter to enforce each and every such provision. No change or modification of this Agreement shall be valid or binding on the parties hereto, nor shall any waiver of any term or condition be deemed a waiver of any such term or condition in the future, unless such change or modification or waiver shall be in writing and signed by the parties hereto.

(f) Applicable Law. The validity and effect of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without regard as to conflict of law. All disputes of this Agreement shall be resolved by the courts of the State of Georgia and the parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to them.

(g) Severability. In the event any provision or portion of this Agreement shall be declared invalid by any court of competent jurisdiction, said declaration shall have no effect upon the remaining provisions of this Agreement, all of which shall remain in full force and effect and shall constitute the complete understanding of the parties.

(h) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument.

(i) Paragraph Headings. The paragraph headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or in any way affect this Agreement.

(j) Singulars and Plurals. Where required to conform to common English usage and to permit a consistent, reasonable construction of this Agreement, words appearing in the singular shall be deemed to be in the plural, words in the plural shall be deemed to be in the singular, and subjects and verbs shall be deemed to agree with each other in the proper sense.

(k) Survival. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

10. Prior Agreements Superseded. This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or agreement between them respecting the subject matter hereof. There are no representations, arrangements, understandings or agreements, oral or written, between the parties hereto relating to the subject matter of this Agreement, except those fully expressed herein.

[SIGNATURES ON NEXT PAGE]

IN WITNESS HEREOF, Assignor and Assignee have caused this Agreement to be executed and their corporate seals affixed by their duly authorized corporate officers, all as of the day and year first above written.

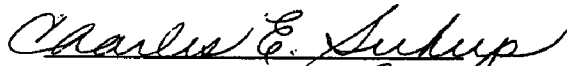
"Assignor"

Sukup Manufacturing Corporation

By: 
Eugene Sukup

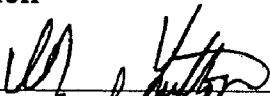
Title: Chairman of the Board

Date: Jan 15, 2004

ATTEST: 
Name: Charles Sukup
Date: Jan 15, 2004

"Assignee"

AGCO Corporation

By: 
Name: Stephen Lupton
Date: January 22, 2004

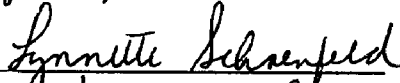
ATTEST: 
Name: Lynnette Schoenfeld
Date: January 22, 2004

EXHIBIT A

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is executed this ____ day of December, 2003 (the "Closing Date") by and between SUKUP MANUFACTURING CO., 1555 255th Street, P.O. Box 677, Sheffield, IA 50475-0677; ("Assignor"), and AGCO CORPORATION, 4205 River Green Parkway, Duluth, GA, 30096-2584; ("Assignee").

WITNESSETH

WHEREAS, Assignor is the owner of the trademark "AUTO GUIDE" (the "Mark"); and

WHEREAS, Assignor is the owner of all right, title and interest in and to the federal registration for the Mark, Application No. 78/279,125 (the "Application"); and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Mark and the Application;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee all right, title and interest in and to the Mark and the Application and the underlying business identified thereby, together with the goodwill of the business symbolized by the Mark and the Application, along with the right to recover for damages and profits and other remedies for past infringement of the Mark and the Application.

2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments, and to do any and all further acts, deemed necessary by Assignee to vest in Assignee all right, title and interest in and to the Mark and the Application, and to enable such right, title and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States.

"ASSIGNOR"

SUKUP MANUFACTURING COMPANY

By: Charles E. Sukup
Name: Charles E. Sukup
Title: Pres
Date: Jan 15, 2004