

04-26-2004



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

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

102729822

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

1. Name of conveying party(ies):

Loveland Industries, Inc.

4.21.04

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

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

2. Name and address of receiving party(ies)

Name: Loveland Products, Inc.

Internal Address: United Agri Products

Street Address: 7251 W. 4th Street

City: Greeley State: CO Zip: 80634

- 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: 01/01/2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

0,224,515

Additional number(s) attached Yes No

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

Name: Kathleen S. Herbert

Internal Address: Faegre & Benson LLP

Street Address: 1900 Fifteenth Street

City: Boulder State: CO Zip: 80302

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:

03-1725

DO NOT USE THIS SPACE

9. Signature.

Kathleen S. Herbert Name of Person Signing

Kathleen S. Herbert Signature

4/21/04 Date

Total number of pages including cover sheet, attachments, and document: 4

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

04/23/2004 MBETACHE 00000080 031725 0224515

01 FC:8521 40.00 DA

TRADEMARK REEL: 002954 FRAME: 0933

## MEMORANDUM OF ASSIGNMENT

THIS MEMORANDUM OF TRADEMARK ASSIGNMENT is entered into by and between Loveland Industries, Inc., a Colorado corporation, having a principal place of business at 7251 W. 4<sup>th</sup> Street Greeley, Colorado 80634 (the "Assignor"), and Loveland Products, Inc., a Colorado corporation, with its principal place of business located at 7251 W. 4<sup>th</sup> Street, Greeley, Colorado 80634 (the "Assignee"), to be effective for all purposes as of January 1, 2000.

### RECITALS

A. Assignor is the current owner of the trademarks listed in the attached Exhibit A, attached hereto and made a part hereof (the "Marks"), together with related goodwill (the "Goodwill").

B. Assignor has transferred and conveyed to Assignee the Marks, the Goodwill, and that portion of Assignor's business to which the Marks and Goodwill pertain (the "Business"); and Assignor desires to confirm for purposes of memorializing and recording the assignment that it has transferred and conveyed to Assignee the Marks, the Goodwill, and the Business; and Assignee has acquired, and desires to confirm by recording that it has acquired the Marks, the Goodwill and the Business.

C. This Memorandum of Assignment is a memorial for recording in the records of the Patent and Trademark Office of an assignment which took place effective as of the date first above written (the "Effective Date"). This Memorandum of Assignment is executed on the date set forth below to be effective for all purposes as of the Effective Date.

### ASSIGNMENT

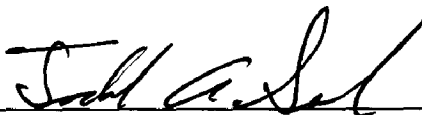
Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, confirms that it did assign the Marks, the Goodwill and the Business to Assignee, effective as of the Effective Date, and Assignor does hereby sell, assign, convey and transfer unto Assignee all of Assignor's right, title and interest in and to the Marks, the Goodwill and the Business;

Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to be executed such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights hereby conveyed; and

[Signature on following page]

IN TESTIMONY WHEREOF, the Assignor has caused this document to be executed on its behalf on the date set forth below to be effective for all purposes as of the date first set forth above.

LOVELAND INDUSTRIES, INC.

A handwritten signature in black ink, appearing to read "Todd Suko", written over a horizontal line.

Name: Todd Suko

Title: Vice President and General Counsel

**EXHIBIT A**

**Trademark**

**Serial/Registration No.**

KOLODUST

224,515

KOLOFOG

1,173,866

KOLOSPRAY

78/389,708