

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wabash Soil and Plant, Inc.	FORMERLY Wabash Limited LLC, dba Wabash Soil and Plant	01/25/2002	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Wilbur-Ellis Company		
Also Known As:	AKA Wilbur-Ellis Company, Portland, Oregon		
Street Address:	345 California Street, 27th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1917512	ADVANTAGE FORMULA ONE	
CORRESPONDENCE DATA			
Fax Number:	(650)692-0618		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-692-1700		
Email:	rtroxel@tmassoc.com		
Correspondent Name:	Randy Troxel		
Address Line 1:	1800 Trousdale Drive		
Address Line 4:	Burlingame, CALIFORNIA 94010		
NAME OF SUBMITTER:	Randy Troxel		
Signature:	//randytroxel//		
Date:	05/10/2005		

OP \$40.00 1917512

Total Attachments: 7

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January 25, 2002

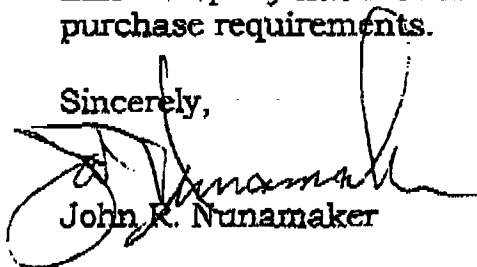
TO: Jon Leman

SUBJECT: Advantage Formula One Royalties

Royalties for Advantage Formula One should be paid through October 4, 2001, which will be the final royalty payment (the end of the five-year agreement).

As stated in the agreement, Wabash and succeeded by Lemco Ltd. shall transfer to Wilbur-Ellis Company's name "all ownership, right, and title to the Advantage trademark, the product, and it's formulations". Wilbur-Ellis Company has met the provisions of the agreement regarding purchase requirements.

Sincerely,



John R. Nunamaker

JRN:mds

Cc: Ken Smith
David Holtz



EXCLUSIVE DISTRIBUTOR
AGREEMENT

This agreement made this 4th day of October 1996 by and between Wabash Limited, L.L.C. of Van Wert, Ohio, hereinafter called Wabash and Wilbur-Ellis Co. of Portland, Oregon, hereinafter referred to as Wilbur-Ellis.

1. Whereas: Wabash is the owner of the trademark "Advantage Formula One", an agricultural soil surfactant product which it desires to market through an efficient and growth oriented system and,
2. Whereas: Wilbur-Ellis is a distributor of agricultural products which has the expertise, basic market philosophy, and sales potential that offers promise of growth for the distribution of Advantage.
3. Purpose:
It is the purpose of this instrument to establish Wilbur-Ellis as the exclusive distributor of Advantage, and to set in motion a process by which Wilbur-Ellis would also become the sole owner of the Advantage trademark and the formula of the product.
4. Therefore for a period of 5 years from the date of this agreement it is agreed:

A. Wilbur-Ellis will purchase Advantage or it's substitute (should one be found by either Wabash or Wilbur-Ellis) at a price of \$15.30 per gallon fob Wabash toll blending plant in 55 gallon drums or bulk. If the cost of ingredients increase the Wilbur-Ellis cost of \$15.30 will not increase more than \$.50/ gallon during the five year period. If Wilbur-Ellis can lower the cost of production than it will pay Wabash cost plus \$4.00 per gallon. This payment will continue for five (5) years from date of signing.

B. Further Wilbur-Ellis agrees to pay the following royalties to Wabash, based on the sales categories of Wilbur-Ellis:

~~Sales of \$90.00 per gallon or greater an additional \$ 7.00/gallon~~
~~Sales of \$35.00 per gallon but less than \$90.00 an additional \$ 0.00/gallon~~

On sales less than \$35.00 per gallon, Wabash will not receive either royalty or exclusive distribution fees. Royalty settlements will be calculated annually and paid in December of each year.

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C. Wabash will maintain a one million dollar product liability insurance policy for five (5) years form date of signing.

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D. Wabash is to retain complete ownership of the Advantage Trademark and shall

exclusive distributor of the Advantage product under the Wabash label until the term of this agreement is ended.

E. At the end of the five year period from the date of this agreement, Wabash shall surrender to Wilbur-Ellis all ownership, right, and title to the Advantage trademark the product and it's formulations, which at that time shall be held in control by Wabash, and of which Wabash has the legal right and ability to do so.

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5. Be it further agreed:

A. Jon Leman, a principle of Wabash will execute the non-compete, non-disclosure documents which are made a part here-of and identified as Exhibit A.

B. Wabash shall complete negotiations and purchase of the Advantage formula from it's present owner. Wilbur-Ellis hereby acknowledging that such purchase requires a commitment from them to purchase a minimum of 20,000 gallons of Advantage within three years from Wabash. Said three year term shall commence with the date of this agreement. Should Wilbur-Ellis fail to purchase said quantity with in the term specified, Wabash will be relieved of this provision.

C. As part of the Advantage formula acquisition by Wabash, it is understood that the present owner of that formula shall include in the sale the non-compete and non-disclosure agreements required of Wabash by Wilbur-Ellis. See Exhibit A

D. Jon Leman, a principle of Wabash, and also an employee of Wilbur-Ellis, now residing in Van Wert, Ohio, may be required to re-locate to the northwest section of the United states after 12 months of service to the company.

6. IT IS MUTUALLY AGREED:

That this instrument has been duly executed by and on behalf of the parties hereto and is binding upon each of the parties, it's heirs, personal representatives, successors, and assigns and constitutes a contract among the parties hereto, all of the terms and conditions hereof being stated herein

Jonathan Leman
Jonathan Leman
President
Wabash Limited, L.L.C.
Date 10/4/96

John R. Nunamaker
John R. Nunamaker
Date 12/10/97 (96)
Wilbur- Ellis Company

keep - SS MS
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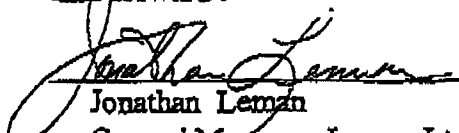
ADDENDUM 1

This instrument is hereby made a part of and is addendum to the EXCLUSIVE DISTRIBUTOR AGREEMENT between Wabash Limited LLC, dba Wabash Soil and Plant, of Van Wert Ohio, and Wilbur-Ellis Co. of Portland Oregon, dated October 4, 1996.

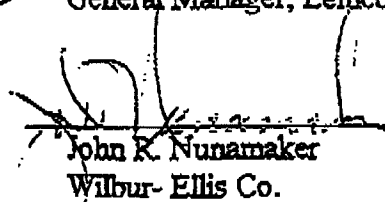
With special reference to paragraph six of the above mentioned agreement, it is hereby acknowledged by the parties that Wabash Limited LLC has been acquired and totally succeeded by Lemco Ltd, dba Wabash Soil and Plant, of Van Wert Ohio.

Therefore, Lemco Ltd hereby agrees that such succession shall obligate it to all the terms and conditions of the EXCLUSIVE DISTRIBUTOR AGREEMENT, from this time forward, the same as, and in stead of Wabash LLC.

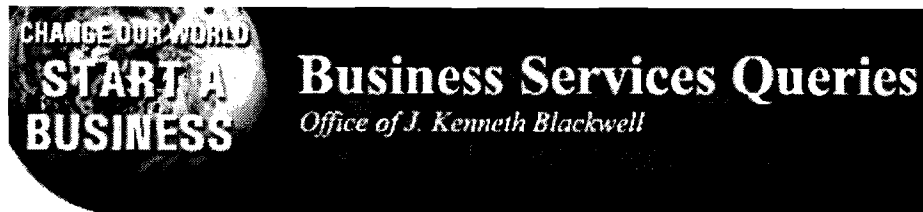
Likewise Wilbur-Ellis Co, being fully advised and aware of the acquisition of Wabash LLC by Lemco Ltd, does hereby agrees to continue all the terms, conditions, and obligations of the EXCLUSIVE DISTRIBUTOR AGREEMENT with Lemco Ltd, and to honor all it's provisions with them, the same as, and in stead of Wabash LTD, from this time forward .


Jonathan Lemay
General Manager, Lemco Ltd

3/31/97
Date


John R. Nunamaker
Wilbur- Ellis Co.

4/4/97
Date



BUSINESS FILINGS DET.

Business Filing Information

Business Name	Filing Type	Filing Date	Doc Id <i>Click for Image !</i>	Doc Id - <i>Click for Approval Cert!</i>	Additional Filing Type Info
WABASH SOIL AND PLANT, INC.	Domestic Articles/For Profit	Jul 28 1993	H649_1452	H649_1452	
	Domestic/Dissolution	Jan 27 1997	5750_1020	5750_1020	
	Agent Name/Address Tax Update	Jan 08 1999	Agntupdt	Agntupdt	
	Agent Name/Address Tax Update	Feb 01 1999	Agntupdt	Agntupdt	

Total Row Count in Report- 4
Row(s) 1 - 4

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HC019-1403



The State of Ohio

Bob Taft

Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings that said records show the filing and recording of

WABASH SOIL AND PLANT, INC.

United States of America
State of Ohio
Office of the Secretary of State

Recorded on Roll #649 at frame 1-54 of
the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State at
Columbus, Ohio, this 28TH day of JULY
A.D. 19 93



Bob Taft
Bob Taft
Secretary of State