

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AgCove, L.L.C.	FORMERLY AgConcepts, LLC	12/04/2002	LTD LIAB JT ST CO: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	J.R. Simplot Company		
<b>Street Address:</b>	P.O. Box 27		
<b>City:</b>	Boise		
<b>State/Country:</b>	IDAHO		
<b>Postal Code:</b>	83707-0027		
<b>Entity Type:</b>	CORPORATION: NEVADA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2685310	SOIL BINDER EC	
Registration Number:	2676250	SOIL BINDER DC	
Registration Number:	2584606	PIERCE	
Serial Number:	76113265	KICKER	
Serial Number:	76113254	KICKER PLUS	
Serial Number:	76113253	KICKER PLUS DRY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(301)762-4056		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	301-424-3640		
<b>Email:</b>	efile@usiplaw.com		
<b>Correspondent Name:</b>	Barbara A. Friedman		
<b>Address Line 1:</b>	1901 Research Boulevard		
<b>Address Line 2:</b>	Suite 400		
<b>Address Line 4:</b>	Rockville, MARYLAND 20850		

OP \$165.00 2685310

NAME OF SUBMITTER:	Barbara A. Friedman
Signature:	/Barbara A. Friedman/
Date:	06/23/2005
Total Attachments: 5 source=Assignment #page1.tif source=Assignment #page2.tif source=Assignment #page3.tif source=Assignment #page4.tif source=Assignment #page5.tif	

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made the 30<sup>th</sup> day of November 2002, between AgCove, L.L.C., formerly known as AgConcepts, LLC, a limited liability company organized under the laws of the State of Delaware, with a business address of 7617 State Route 31, Richmond, Illinois 60071 ("the Assignor"), and J.R. Simplot Company, a corporation organized under the laws of the State of Nevada, with a business address of 1 Capital Center, 999 Main Street Boise, Idaho 83702 ("the Assignee").

WHEREAS, the Assignor has adopted and used in the United States the trademarks listed on Schedule A hereto (the "Trademarks") and is the owner of the applications or registrations, as applicable, thereof shown in the said Schedule A; and

WHEREAS, the Assignee wishes to acquire all of Assignor's rights in and to the Trademarks and any applications and registrations thereof, and the goodwill associated with such Trademarks.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. ASSIGNMENT**

Assignor hereby assigns, transfers and conveys to the Assignee all rights, title and interests in and to the Trademarks and the applications and registrations thereof, together with the goodwill of the business which is symbolized by the Trademarks, and with the right to recover for damages and profits and all other remedies for past infringement thereof.

The Assignor hereby agrees to give, execute and/or deliver any document, notice, agreement or other evidence of assignment as may be reasonably necessary to evidence or effectuate the foregoing; *provided*, however, that Assignor does not assume, and shall not be responsible for, any costs, including, without limitation, filing fees, associated with evidencing or effecting the foregoing or the transaction that is the subject matter of this Assignment.

**2. CONSIDERATION**

- a) In consideration hereof, Assignee shall pay Assignor the sum of one thousand seven hundred fifty dollars (\$1,750) (the "Purchase Price").
- b) Assignor acknowledges and agrees that payment of the amount set forth above by Assignee shall constitute the full and complete consideration due to Assignor hereunder, and no other payments shall be due or recoverable by Assignor related to this Assignment.

**3. GENERAL PROVISIONS**

- a) The parties agree that this Assignment shall be governed by the substantive laws of the State of Illinois, without regard to any such laws or regulations that may direct the application of the law of any other jurisdiction.
- b) This Assignment constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous or contemporaneous representations, understandings or other communications, either verbal or written, between the parties concerning such subject matter.
- c) Neither party shall be liable for its failure to perform or delay in performing its obligations hereunder due to any event beyond its reasonable control, including without limitation, acts of God, fire, flood or other natural disaster, war, insurrections, labor disputes or shortages, governmental laws, ordinances, rules, regulations (whether valid or invalid), or other similar events.
- d) The headings used in this Assignment have been inserted for convenience only and shall not affect or be deemed to control its construction or interpretation.
- e) This Assignment is freely assignable and transferable by Assignee without any further compensation due or owing to Assignor or any other person or entity.
- f) The parties hereby acknowledge that Assignor's legal name was changed from AgConcepts, LLC to AgCove, L.L.C., as evidenced by that certain Certificate of Amendment of AgConcepts, LLC dated



J.R. SIMPLOT COMPANY, a Nevada corporation, Assignee

By [Signature]

Title President & CEO

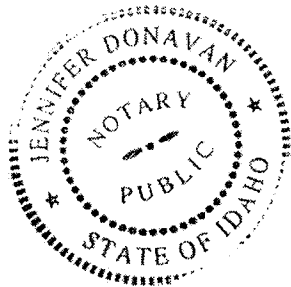
Name LAWRENCE S. HLOBIK

STATE OF Idaho )  
 )  
COUNTY OF Ada )

Before me, a Notary Public within and for said County and State, personally appeared the above named Lawrence S. Hlobik, the President & CEO of J.R. Simplot Company, who acknowledges that he or she did sign the foregoing instrument and that the same is the free act and deed of said corporation, and the free act and deed of such officer.

Signed sealed and delivered before me  
this 17 day of December, 2002:

Jennifer Donavan  
Notary Public  
Expiration 5/31/08



SCHEDULE A

TRADEMARKS	USPTO SERIAL NO.	USPTO REGISTRATION STATUS	CONSIDERATION
Soil Binder DC	76/127582	Publication Date 10/29/02	\$225
Soil Binder EC	76/127858	Publication Date 11/19/02	\$225
Kicker	76/113265	Pending	\$325
Kicker Plus	76/113254	Pending	\$325
Kicker Plus Dry	76/113253	Pending	\$325
Pierce	76/113252 Reg. # 2584606	Registration Date 6/25/02	\$325
Total			\$1,750

Exhibit 1

STATE OF DELAWARE  
SECRETARY OF STATE 3  
DIVISION OF CORPORATIONS  
FILED 09:00 AM 04/29/2002  
020296870 - 3228733

STATE OF DELAWARE  
CERTIFICATE OF AMENDMENT  
OF

AGCONCEPTS, LLC

1. Name of Limited Liability Company: AgConcepts, LLC
2. The Certificate of Formation of the limited liability company is hereby amended as follows: The name of the limited liability company shall be changed to: "AgCove, L.L.C."

[set forth amendment(s)]

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 25<sup>th</sup> day of April, A.D. 2002.

By: Denise Philpaw  
Authorized Person(s)

Name: Denise Philpaw  
Print or Type