02-23-2005

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

Collection 0651-0027 (exp. 6/30/	2005	OL
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To the Director of the U. S. Patent and Transcription of the U. S. Patent and Transcription of the Director of the U. S. Patent and Transcription of the Director of the U. S. Patent and Transcription of the Director of the U. S. Patent and Transcription of the Director of the U. S. Patent and Transcription of the Director of the U. S. Patent and Transcription of the Director of the U. S. Patent and Transcription of the U. S. Patent and Transcript			
Name of conveying party(ies)/Execution Date(s): Korvan Industries, Inc.	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? Name: Oxbo International Corporation Internal		
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☒ Corporation-State ☐ Other ☐ Other ☐ Citizenship (see guidelines) Washington Execution Date(s) May 17, 2004 Additional names of conveying parties attached? ☐ Yes ☒ No 3. Nature of conveyance: ☒ Assignment ☐ Merger ☐ Security Agreement ☐ Change of Name ☐ Other	Address: 7275 Batavia-Byron Road Street Address: P.O. Box 100 City: Byron State: NY Country: Zip: 14422 Association Citizenship General Partnership Citizenship Limited Partnership Citizenship X Corporation Citizenship Delaware Other Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes X No		
4. Application number(s) or registration number(s) and A. Trademark Application No.(s) See Schedule A C. Identification or Description of Trademark(s) (and Filing)	B. Trademark Registration No.(s) See Schedule A Additional sheet(s) attached? X Yes No		
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Neal L. Slifkin	6. Total number of applications and registrations involved:		
Internal Address: HARRIS BEACH LLP	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$\frac{115.00}{}\$ Authorized to be charged by credit card		
Street Address: 99 Garnsey Road	Authorized to be charged to deposit account Enclosed		
City: Pittsford	8. Payment Information:		
State: NY Zip: 14534 Phone Number: (585) 419-8636	a. Credit Card Last 4 Numbers Expiration Date		
Fax Number: (585) 419-8813 Email Address:	b. Deposit Account Number Authorized User Name		
9. Signature: Went MM	1/24/05		
Signature	Date		
Neal L. Slifkin Name of Person Signing	Total number of pages including cover sheet, attachments, and document: 5		

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450



01-27-2005 U.S. Patent & TMOfc/TM Mail Rcpt Dt. #11

REEL: 003123 FRAME: 0392

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TRADEMARK

SCHEDULE A

Trademarks

- 1. Vertirotor (1,816,643), filing 1/18/94, renewal due 1/18/2014, Mobile agriculture harvesting machines
- 2. Korvan (1,907,062), filing 7/25/95, renewal due 7/25/2005, Agriculture harvesting machines
- 3. Dynarotor (2,028,277), filing 1/7/97, renewal due 1/7/2007, Mobile agriculture harvesting machines
- 4. Orbirotor (Application 76/525,140), filing date 6/23/03, Harvesting machines for fruits and vegetables

TRADEMARK REEL: 003123 FRAME: 0393

ASSIGNMENT OF TRADEMARKS

WHEREAS, KORVAN INDUSTRIES, INC., a Washington corporation with its principal place of business located at 270 Birch Bay Lynden Road, Lynden, Washington 98264 ("Assignor"), has adopted, registered, licensed, created, used and/or is using the trademarks set forth on the attached <u>Schedule A</u> (collectively, the "Trademarks"); and

WHEREAS, pursuant to the terms and conditions of that certain Asset Purchase Agreement, dated as of April 30, 2004 (the "Asset Purchase Agreement"), by and among Assignor, OXBO INTERNATIONAL CORPORATION, a Delaware Corporation ("Assignee"), and the stockholders of Assignor, Assignee desires to acquire the Trademarks and any and all registrations thereof;

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and agreements contained in the Asset Purchase Agreement, as well as for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

- 1. Assignor hereby transfers and assigns unto Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and any and all registrations thereof.
- 2. Assignor hereby covenants to and with Assignee that Assignor (i) has good and marketable title in and to the Trademarks transferred, assigned and conveyed hereunder, subject to no liens, claims, encumbrances or restrictions of any kind, and (ii) has the right, power and authority to, and hereby does, assign, transfer and convey the Trademarks free and clear of all liens, claims, encumbrances and restrictions. Assignor hereby covenants that it will warrant and defend the same against all lawful claims whatsoever.
- 3. From time to time after the date hereof, Assignor agrees to execute all further documents and to take all necessary actions to effect the assignment, transfer and conveyance of all rights in and to the Trademarks to Assignee.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Trademarks as of the 17th day of May, 2004.

KORVAN INDUSTRIES, INC., Assignor

By: Scott Korthuis

Title: Chairman

STATE OF WASHINGTON) COUNTY OF WHATCOM) ss:

On this 17th day of May, 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Scott Korthuis, to me known to be the Chairman of KORVAN INDUSTRIES, INC., the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute stock per unemption on behalf of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public

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TRADEMARK
REEL: 003123 FRAME: 0396