

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office; Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Agriculver, Inc.
2059 Route 96
Trumansburg, New York 14886

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State New York
- Other _____

Citizenship (see guidelines) _____

Execution Date(s) November 20, 2003

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Seedway, Inc.

Internal Address: _____

Street Address: 1734 Railroad Place

City: Hall

State: NY

Country: USA Zip: 14463

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,734,337, 2,723,855 and 2,389,886

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

SILAGE-TEC (Reg. No. 2,734,337), HAYLAGE-TEC (Reg. No. 2,723,855) and DAIRY BANQUET (Reg. No. 2,389,886)

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

Name: Julie M. Nichols

Internal Address: Wildman Harrold Allen & Dixon LLP

Street Address: 225 West Wacker Drive Suite 2900

City: Chicago

State: IL Zip: 60606-1229

Phone Number: 312-201-2551

Fax Number: 312-201-2555

Email Address: nichols@wildmanharrold.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

B. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 23-2126
Authorized User Name Julie M. Nichols

9. Signature: Julie M. Nichols
Signature
Julie M. Nichols
Name of Person Signing

December 7, 2005
Date

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6005, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$90.00 232126 2734337

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Agreement") is made as of the 20th day of November, 2003 by and between Agriolver, Inc., a New York corporation (the "Assignor") and Seedway, Inc., a Delaware corporation authorized to do business in New York (hereinafter the "Assignee").

WHEREAS, the Assignor and Assignee have entered into a certain Purchase and Sale Agreement ("Sale Agreement") dated as of the 16th day of October, 2003,

WHEREAS, pursuant to the Agreement, the Assignor has agreed to assign to Assignee Assignor's trademarks, service marks, trademark and service mark registrations listed on Schedule A attached hereto;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Sale Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Agreement:

Goodwill. All goodwill of the Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Related Assets. All assets, rights and interests of the Assignor that uniquely reflect or embody the Goodwill, including the following: all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods, and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, customer lists, marketing materials, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Assignor, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by the Assignor or are now owned, held or used by the Assignor, in the Assignor's business, or with the Assignor's products and services, or in which the Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by the Assignor in the Assignor's business or with the Assignor's products and services, or in which the Assignor in the future

acquires any right, title or interest.

2. CONVEYANCE OF TRADEMARKS AND RELATED ASSETS.


The Assignor hereby conveys, grants and releases unto the Assignee, the Trademarks, Goodwill and Related Assets.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

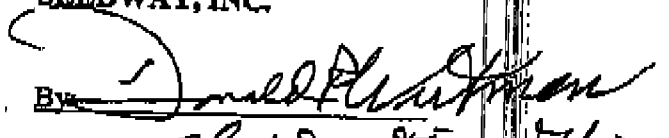
The Assignor represents, warrants and covenants that to the best of the Assignor's knowledge, (i) the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, (ii) there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks, (iii) each of the Trademarks is valid and enforceable; and (iv) to the best of the Assignor's knowledge, there is no infringement by others of the Trademarks.

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

AGRICULTUR, INC.


BY: J. WILLIAM KENNEY
President

SEEDWAY, INC.


By: Donald Blanton
~~President~~ Chief Operating Officer

STATE OF NEW YORK)
COUNTY OF TOMPKINS) ss.:

On the 26th day of November, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared J. William Kenney, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

Jeanine A. Kimball
Notary Public

STATE OF NEW YORK)
COUNTY OF TOMPKINS) ss.:

JEANNINE A. KIMBALL
Notary Public, State of New York
Qual. in Tompkins Co. No. 01K16055388
Commission Expires Feb. 26, 2007

On the 20th day of November, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Donald P. Westman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

Jeanine A. Kimball
Notary Public

JEANNINE A. KIMBALL
Notary Public, State of New York
Qual. in Tompkins Co. No. 01K16055388
Commission Expires Feb. 26, 2007

SCHEDULE A to Trademark Assignment

SCHEDULE 2.1.7 - Intellectual Property

Names:

Agriculver, Inc

Agriculver Seeds

no d/b/a filed

Seeds Northeast

d/b/a filed in Schuyler County

Registered Marks:

(Indented)

Dairy Banquet DAIRY BANQUET

Haylage Tec HAYLAGE-TEC

Silage Tec SILAGE-TEC

Non-Registered Marks:

Registration was denied for each of the following trade marks. Agriculver makes no warranty whatsoever with respect to the below listed trade marks. Seedway, Inc. is hereby notified that the continued use of these marks may constitute infringement or may give rise to a claim of infringement by any third party or third parties. At the present time, Agriculver has no actual knowledge of the commencement or assertion of any infringing claim.

Forage-Tec
Storage-Tec

Approved:

(Handwritten signatures and initials)

Seller

Buyer

The phrase "QUALITY SEEDS QUALITY SERVICE" in an arc with associated "Seedy Sam" design.
The "Seedy Sam" design without the associated text.