

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
TerraMarc Industries, Inc.		04/11/2006	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Crary Industries, Inc.		
Street Address:	237 N.W. 12th Street		
City:	West Fargo		
State/Country:	NORTH DAKOTA		
Postal Code:	48078		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	73041780	LC	
CORRESPONDENCE DATA			
Fax Number:	(312)245-7467		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3122457500		
Email:	gkobayashi@masudafunai.com		
Correspondent Name:	Masuda, Funai, Eifert & Mitchell, Ltd.		
Address Line 1:	203 N. LaSalle Street		
Address Line 2:	Suite 2500		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	1750-2097		
NAME OF SUBMITTER:	George H. Kobayashi		
Signature:	/George H. Kobayashi/		
Date:	05/18/2006		

OP \$40.00 73041780

Total Attachments: 3
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is given as of the 11th day of April, 2006, by TerraMarc Industries, Inc., a Colorado corporation (formerly known as Agri-Holdings International Inc.), with its principal place of business at 237 N.W. 12th Street, West Fargo, North Dakota 58078-0849 ("Assignor") to Crary Industries, Inc., an Illinois corporation with its principal place of business at 237 N.W. 12th Street, West Fargo, North Dakota 48078-0849 ("Assignee").

WHEREAS, pursuant to a certain Asset Purchase Agreement dated as of March 31, 2006 by and between Assignor and Assignee, among others, (the "Purchase Agreement"), Assignor has agreed to assign and transfer to Assignee all of Assignor's right, title and interest in and to the trademarks and/or trademark registrations set forth on the attached Schedule A, together with all common law rights pertaining thereto, all of the business pertaining thereto and the goodwill associated therewith (collectively, the "Marks").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor hereby sells, assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Marks, together with all of the business pertaining thereto and the goodwill of the business symbolized thereby, and the right to recover damages and profits and all other remedies for past infringements thereof.

ASSIGNOR:

TERRAMARC INDUSTRIES, INC.,
(formerly known as AGRI-HOLDINGS INTERNATIONAL INC.)
a Colorado corporation

By: Charles F. Crary
Charles F. Crary

Its: ~~President~~ CEO

STATE OF Illinois)
COUNTY OF Cook)



On this 11th day of April, 2006, before me, a Notary Public in and for the County and State aforesaid, personally appeared Charles F. Crary to me known, and known to me to be the President of TerraMarc Industries, Inc. and acknowledged that he executed the foregoing

document by authority of TerraMarc Industries, Inc. and for the uses and purposes therein expressed.

James A. Joyce
Notary Public

SCHEDULE A

REGISTERED MARKS

<u>Mark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Date Issued</u>
TerraMarc Industries and Design	75-770,099	2,840,499	May 11, 2004
LC Design	73-041,780	1,039,545	May 18, 1976
Lockwood	73-114,813	1,080,801	January 3, 1978

UNREGISTERED MARKS

Load 'N Lift
and Design
Air Reel
AirCup
Aircup
Gold'N Cut
King Kut
Big top
Cyclone