

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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):

Nutrachem, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Louisiana
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) July 13, 2006

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Loveland Products, Inc.

Internal

Address:

Street Address: 7251 W. 4th Street

City: Greeley

State: Colorado

Country: USA Zip: 80634

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

~~216331276~~ 21633,276

Additional sheet(s) attached? Yes No

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

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

Name: Jim Findlater c/o United Agri Products

Internal Address:

Street Address: 7251 West 4th Street

City: Greeley

State: Colorado Zip: 80550

Phone Number: (970) 347-1462

Fax Number: (972) 332-9840

Email Address: jim.findlater@uap.com

6. Total number of applications and registrations involved:

1

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

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

8. Payment Information:

a. Credit Card Last 4 Numbers 9854
Expiration Date 8/08

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:


Signature

7/13/06
Date

Jim Findlater
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 1

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$40.00 2633276

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into this ~~10th~~ day of May, 2006, by and among QuanaH Enterprises, Inc., a Louisiana corporation ("QuanaH"), Nutra-Chem, Inc., a Louisiana corporation ("Nutra-Chem"), and John Scott ("Scott"), as sellers, and Loveland Products, Inc., ("Buyer"). QuanaH, Nutra-Chem and Scott are collectively referred to herein as "Seller", and QuanaH, Nutra-Chem, Scott, and Buyer are individually referred to herein as a "Party" and collectively referred to as the "Parties". The term "Agreement" as used herein shall include all schedules, exhibits, and attachments hereto. This Agreement is made with reference to the following facts:

RECITALS

- A. Seller is the owner of certain assets (including the assets defined in Section 1.1) used in conducting its business of foliar liquid and dry seed treatment and all assets associated with the Early Harvest and Nutra-Chem brand labels (the "Products"), (such assets and business collectively referred to as the "Business").
- B. Buyer desires to purchase from Seller and Seller desires to sell to Buyer certain of the Assets identified herein on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises made herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE 1

SALE AND TRANSFER OF ASSETS

1.1 Description of Assets. Subject to the terms and conditions set forth in this Agreement, Seller agrees to grant, sell, convey, transfer, assign, and deliver to Buyer, and Buyer agrees to purchase from Seller, all of the following assets of Seller (collectively, the "Assets"):

- (a) All right, title and interest of Seller in and to all assets associated with the Early Harvest labels (foliar liquid and the dry seed treatment), and all data it has collected over the years, including, but not limited to sales information, including historical sales information by customer, cost information, efficacy studies, yield studies, registration support, and all related materials (the "Technical Assets")
- (b) All right, title and interest of Seller in and to any and all permits required for the Business, to the extent assignable and desired by Buyer, as set forth and described in Schedule 1.1 (b) (the "Permits").
- (c) All right, title and interest of Seller in and to two pending and two final United States Environmental Protection Agency ("US EPA") registrations and related state

product registrations, labels and supporting studies and data owned by Seller for the Products used in the Business set forth and described in The attached Exhibit B.

(d) All right, title and interest of Seller in and to Seller's other intellectual property and other intangibles pertaining to the Business, including but not limited to the Early Harvest and Nutra-Chem trademarks, and related copyrights, trademarks, licenses and goodwill (the "Intangibles").

(e) All right, title and interest of Seller in and to any contracts to supply the Products, subject to Buyer's review and acceptance of same (the "Contracts").

(f) All books and records relating to the Business, including manufacturing data, formulation data, accounting data, customer lists, supplier lists, sales data and literature, artwork, marketing materials and other records associated with the Business (the "Records").

(g) All right, title and interest of Seller in and to approximately seven thousand five hundred (7,500) pounds of talc based seed treatment (Early Harvest TST) and three thousand six hundred (3,600) gallons of Early Harvest PGR formulated by Seller for Buyer all produced in strict conformity with specifications filed with the U.S. EPA (the "Inventory"). The Inventory is to be sold F.O.B. Buyer's facility in Greenville, Mississippi and is to be delivered on or before May 15, 2006 and in no event later than June 1, 2006.

(h) All right, title and interest of Seller in and to the equipment as set forth and described in Schedule 1.1(h) (the "Equipment").

1.2 Transfer of Assets. At the Closing, Seller shall transfer and convey the Assets to Buyer as follows:

(a) The Permits, Intangibles, and Contracts by an Assignment in the form of Exhibit A, and such other documents as may be necessary to transfer registered ownership of all permits, licenses and registrations to Buyer.

(b) Registrations by written approval of the transfer of the Registrations by the US EPA in the form of Exhibit B. Provided, however, that if all four Registrations described on Exhibit B are not final as of Closing, Seller shall use its best efforts to finalize same as soon as practicable after Closing and to complete the transfer of the Registrations to Buyer at that time. Additionally, when requested by Buyer, Seller will assist in the preparation of a Data and Data Compensation Rights Transfer document in a form to be provided by Buyer. In connection therewith, Seller shall provide (i) Study Names, (ii) Exclusive Use (yes or no?), (iii) Study Conducted by (Company and Person), (iv) Submission Date to EPA, and (v) MRID Numbers of study.

(c) The Technical Assets, Equipment, Inventory, all Records and all remaining related intangible personal property by Bill of Sale in the form of Exhibit C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their authorized representatives as of the date first above written.

QUANAH ENTERPRISES, INC.

By: J.D. Scott

Title: Vice President

LOVELAND PRODUCTS, INC.

By: [Signature]

Title: EXP. - MANAGER L-CON'S

NUTRA-CHEM, INC.

By: J.D. Scott

Title: President

J.D. Scott
John Scott