

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.

<p>1. Name of conveying party(ies): Trans-World Genetics, Ltd.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Wisconsin</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>Inguran Wisconsin, LLC</u> Internal Address: _____ Street Address: <u>N7124 Willow Road</u> City: <u>Sheboygan Falls</u> State: <u>Wisconsin</u> Country: <u>USA</u> Zip: <u>53085</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>United States</u> <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>December 31, 2007</u></p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) <u>N/A</u></p> <p>B. Trademark Registration No.(s) <u>1955110</u></p> <p>Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): <u>Trans-World Genetics Ltd.</u></p>	
<p>5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Inguran Wisconsin, LLC</u> Internal Address: _____ Street Address: <u>N7124 Willow Road</u> City: <u>Sheboygan Falls</u> State: <u>Wisconsin</u> Zip: <u>53085</u> Phone Number: <u>920.893.8844</u> Fax Number: <u>920.892.4282</u> Email Address: <u>bullseye@twg ltd.com</u></p>	<p>6. Total number of applications and registrations involved: 1 (one)</p> <p>7. Total fee (37 CFR 2.8(b)(6) & 3.41) \$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p>
<p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers <u>3126</u> Expiration Date <u>March 2010</u></p> <p>b. Deposit Account Number _____ Authorized User Name <u>Louis A. Prange</u></p>	
<p>9. Signature: _____ <u>December 31, 2007</u> Signature Date</p> <p><u>Louis A. Prange for Trans-World Genetics, Ltd.</u> Total number of pages including cover sheet, attachments, and document: 8</p> <p>Name of Person Signing Ltd.</p>	

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 1955110

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "*Agreement*"), dated December 31, 2007, is by and among [Inguran Wisconsin, LLC ("Buyer")], a Wisconsin limited liability company and a wholly-owned subsidiary of Inguran, LLC, a Delaware limited liability company ("Buyer Parent"), Trans-World Genetics, Ltd., a Wisconsin [corporation] ("*Seller*"), and each stockholder of Seller named on the signature page to this Agreement (the "*Stockholders*" and, together with Seller, the "*Seller Parties*" and, together with Buyer, the "*Parties*").

RECITALS

A. Seller is engaged in the business of operating a bovine breeding facility in Sheboygan Falls, Wisconsin (the "*Business*").

B. The Seller Parties desire that Seller sell to Buyer, and Buyer desires to purchase from Seller, certain of the assets and properties Seller uses in operating the Business, all on the terms and subject to the conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the respective representations, warranties, covenants and agreements contained in this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

ARTICLE 1 PURCHASE AND SALE OF ASSETS

1.1 Purchase and Sale of Assets.

(a) Purchased Assets. Buyer hereby purchases from Seller, and Seller hereby transfers and delivers to Buyer, all right, title and interest in and to all of Seller's: (i) owned real property and leaseholds and subleaseholds on any premises each as identified on Schedule 1.1(a)(i), and all improvements, fixtures and fittings thereon and easements, rights-of-way and other appurtenances thereto; (ii) [subject to the right of first refusal held by RSH, and an appropriate adjustment to the purchase price to the extent any such right of first refusal is exercised] the livestock, or partial interest therein, and the semen inventory, all as identified on Schedule 1.1(a)(ii); (iii) other tangible personal property (including machinery, equipment, inventories of raw materials and supplies, manufactured and purchased parts, goods in process and finished goods, furniture, automobiles, trucks, tractors, trailers, and tools, including without limitation the equipment and vehicles identified on Schedule 1.1(a)(iii)); (iv) with respect to any contracts, agreements, arrangements, commitments, instruments, documents or similar understandings (whether written or oral), including leases, subleases and rights thereunder ("*Contracts*") of or benefiting Seller and listed on Schedule 1.1(a)(iv), all rights and benefits under or arising out of such Contracts (the "*Assigned Contract Rights*"); (v) claims, deposits, prepayments, refunds, causes of action, choses in action

or the Transactions, or could result in any material adverse effect on the Business or Purchased Assets, and no Seller Party has any basis to believe that any such Action may be brought or threatened against any Seller Party or Buyer.

3.11 Environmental, Health and Safety Matters. As used in this Agreement, "**Environmental, Health and Safety Requirements**" means all Laws, Orders, Permits, Contracts and programs (including those promulgated or sponsored by industry associations, insurance companies and risk management companies) concerning or relating to public health and safety, worker/occupational health and safety and pollution or protection of the environment, including those relating in any way to noises, radiation or chemicals, toxic or hazardous materials, substances or wastes, each as amended and as now in effect. Except as set forth in Schedule 3.11, (a) Seller is in compliance with all Environmental, Health and Safety Requirements in connection with owning, using, maintaining or operating its business, operations or assets; (b) each location at which Seller operates, or has operated, the Business or the Purchased Assets is in compliance with all Environmental, Health and Safety Requirements; and (c) there are no pending or threatened allegations by any person that any of Seller's properties or assets are not, or that the Business has not been, conducted in compliance with all Environmental, Health and Safety Requirements.

3.12 Employee Benefits. Seller has no non-qualified deferred compensation plan, qualified defined contribution retirement plan, qualified defined benefit retirement plan or other material fringe benefit plan or program that any Seller Party maintains or to which any Seller Party contributes, except as listed in Schedule 3.12. Seller has no employee benefit plan, excepting a Simple Plan, within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974 ("**ERISA**"), which is subject to ERISA and which is sponsored, maintained or contributed to, or has been sponsored, maintained or contributed to, within six years prior to the Closing Date, by any Seller Party or any person deemed to be affiliated or aggregated with any Seller Party under Sections 414(b), (c), (m) or (o) of the Internal Revenue Code of 1986 (the "**Code**") or Section 4001(a)(14) of ERISA. With respect to any kind of employee benefit plan, such plan has been funded and maintained in compliance with all Laws applicable thereto and the requirements of such plan's governing documents.

3.13 Intellectual Property. As used in this Agreement, "**Intellectual Property**" means any rights, licenses, charges, Encumbrances, equities and other claims that any person may have to claim ownership, authorship or invention of, to use, to object to or prevent the modification of or to withdraw from circulation or control the publication or distribution of, any: (a) copyrights in both published works and unpublished works, (b) fictitious business names, trading names, corporate names, registered and unregistered trademarks, service marks and applications, (c) any (i) patents and patent applications and (ii) business methods, inventions and discoveries that may be patentable, (d) computer software or middleware and (e) know-how, trade secrets, confidential information, customer lists, marketing plans or materials, software (source code and object code), technical information, data, process technology, plans, drawings and blue prints. Except as set forth in Schedule 3.13, Seller owns, or possesses adequate rights to use, all Intellectual Property used in the Business. No Permit is required for the assignment of all interests in the Intellectual Property used in the Business to Buyer as part of the Transactions. Seller's use of the Intellectual Property in the Business does not, and Buyer's use of such

Intellectual Property after Closing will not, infringe upon any rights any other person owns or holds.

3.14 Taxes. Seller is not subject to any liability or obligation for any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, occupation, customs, ad valorem, duties, franchise, withholding, social security, unemployment, real property, personal property, sales, use, transfer, registration, estimated or other tax of any kind whatsoever, including any interest, penalty or addition thereto, whether disputed or not ("**Taxes**"), including Taxes relating to prior periods, other than those reflected or reserved against on the Most Recent Balance Sheet (rather than disclosed in any notes thereto) or those incurred since the Balance Sheet Date in Seller's Ordinary Course of Business. Seller has duly filed when due all Tax reports and returns in connection with and in respect of its business, assets and employees, and has timely paid and discharged all amounts shown as due thereon. Seller has made available to Buyer accurate and complete copies of all of its Tax reports and returns for all periods, except those periods for which returns are not yet due. Seller has not received any notice of any Tax deficiency outstanding, proposed or assessed against or allocable to it, and has not executed any waiver of any statute of limitations on the assessment or collection of any Tax or executed or filed with any Governmental Body any Contract now in effect extending the period for assessment or collection of any Taxes against it. Except for Permitted Encumbrances, there are no Encumbrances for Taxes upon, or pending or threatened against, any Purchased Asset. Seller is not subject to any Tax allocation or sharing Contract. Seller (i) has not been a member of an "affiliated group" filing a consolidated federal income Tax return and (ii) has no liability or obligation for the Taxes of any other person under the Code or any regulations promulgated thereunder, as a transferee or successor, by Contract, or otherwise.

3.15 Inventory. Seller's inventory, whether reflected on the Financial Statements or not, consists of raw materials and supplies, manufactured and processed parts, goods-in-process and finished goods, including prepared artificial insemination breeding straws as shown on Schedule 1.1(a)(ii), all of which is merchantable and fit for the purpose for which it was procured or manufactured and, except as has been written down on the Most Recent Balance Sheet (rather than disclosed in the notes thereto), none of which is slow-moving, obsolete, damaged or defective. Any inventory that has been written down has either been written off or written down to its net realizable value on the Most Recent Balance Sheet. There has been no change in inventory valuation standards or methods with respect to the inventory in the prior three years. The quantities of any kind of inventory are reasonable in the current (and the currently foreseeable) circumstances of the Business. Seller does not hold any items of inventory on consignment from other persons, and no other person holds any items of inventory on consignment from Seller, except a limited amount of semen placed on consignment - Glacier-Red Semen. (See Schedule 3.15).

3.16 Real Property. Schedule 3.16 lists all real property Seller owns that is used in or relates to the Business (the "**Owned Real Property**"). Seller has good, marketable, and indefeasible title to the Owned Real Property, subject to no Encumbrance other than Permitted Encumbrances. Schedule 3.16 contains accurate and complete copies of all title reports and title policies Seller has obtained with respect to Owned Real Property. Schedule 3.16 also contains an accurate and complete list of all Contracts in respect of real property (including leases) that Seller leases and that is used in or that relates to the Business, accurate and complete copies of

**SIGNATURE PAGE
TO
ASSET PURCHASE AGREEMENT**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date stated in the introductory paragraph of this Agreement.

BUYER:

INGURAN WISCONSIN, LLC

By: 

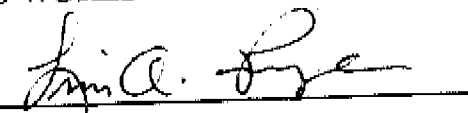
Name: _____

Title: _____

Address: _____

SELLER:

TRANS-WORLD GENETICS, LTD.

By: 

Name: LOUIS A. PRANGE

Title: PRESIDENT

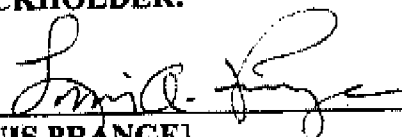
Address: N7124 Willow Rd
SUNSHINE FALLS, WI 53095

**SIGNATURE PAGE
TO
ASSET PURCHASE AGREEMENT**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date stated in the introductory paragraph of this Agreement.

STOCKHOLDER:

(If an individual)



[LOUIS PRANGE]

(If an entity)

By: _____

Name: _____

Title: _____

Address: _____

