

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
Agra USA, Inc.		12/31/2004	CORPORATION:
RECEIVING PARTY DATA			
Name:	Scissortail Productions, L.L.C.		
Street Address:	120 W. 4th Street		
City:	Cedar Falls		
State/Country:	IOWA		
Postal Code:	50613		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1491084	IMPLEMENT & TRACTOR	
Registration Number:	1492170	IMPLEMENT & TRACTOR	
CORRESPONDENCE DATA			
Fax Number:	(202)842-8465		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	dctrademarks@dbr.com		
Correspondent Name:	Drinker Biddle & Reath LLP		
Address Line 1:	1500 K. Street, NW		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	031094.432395		
NAME OF SUBMITTER:	Sheila Stewart		
Signature:	/sheila stewart/		
Date:	06/30/2009		

OP \$65.00 1491084

Total Attachments: 3

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ASSET TRANSFER AGREEMENT

Scissortail Productions, L.L.C. and Agra USA, Inc.

By agreement this 31 day of December, 2004, by and among Scissortail Productions, L.L.C. (hereinafter referred to as "Scissor") and the other entities (hereinafter referred to as "Agra") and;

WHEREAS, Agra presently owns all rights to a magazine by the name of "Implement and Tractor" including assets, trademark registration, phone system, computer system, customer list, etc. presently located at 2302 West First Street, Cedar Falls, Iowa; and

WHEREAS, Agra wishes to transfer all assets associated with the magazine known as "Implement and Tractor" including the name, trademark rights, copyright rights, assets, customer lists, to Scissor in exchange for certain mutual covenants, conditions and promises; and

WHEREAS, Scissor wishes to assume the assets of Agra in relation to the Implement and Tractor Magazine and in addition agree to certain obligations as more fully set forth herein in relation to the marketing, sale and accounts receivable associated with the magazine.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, receipt and sufficiency of which consideration is acknowledged, all parties agree as follows:

SECTION 1. TRANSFER OF ASSETS.

Agra shall transfer to Scissor all assets it possesses in relation to the Implement and Tractor magazine including but not limited to, all rights, trademarks, copyrights, licenses, royalties, contractual rights, opportunities, goodwill and the use of the name Implement and Tractor Magazine to Scissor, and all other proprietary information, rights and copyrights, trademarks, or logos associated with the Implement and Tractor magazine or any products or work in progress. In addition, Agra shall transfer to Scissor the physical assets of the office at 2302 W. 1st Street: desks, chairs, file cabinets, tables, credenzas, shelving, bookcases, computers and accessories, copy machine, fax machine, typewriter, refrigerator, microwave, vacuum cleaner, personal fans and heaters, and miscellaneous office supplies and maintenance tools.

In consideration of and in exchange for the transfer of assets described above, Scissor shall reimburse and remit to Agra any subscription income received for the Implement and Tractor magazine up to and including December 31, 2004. Any subscription payment received after December 31, 2004 shall be the sole property of Scissor. In addition, Scissor agrees to complete and fulfill the subscriptions to the magazine which commenced prior to and extended past the date of December 31, 2004 and to assume the costs of printing, mailing and distribution, including all costs related to advertising, of the Implement and Tractor magazine and the I & T Buyer's Desk Reference 2005, published in December 2004. Scissor shall receive the advertising profit from the November/December 2004 issue of Implement and Tractor magazine and from the I & T Buyer's Desk Reference 2005.

The parties also agree that they shall share equally the cost of the mailing system as of December 31, 2004 which involves a Pitney Bowes mailing machine.

SECTION 2. CLOSING.

The closing of this transaction is contemplated to take place effective December 31, 2004 with ownership transfer of the assets and corresponding obligations simultaneous therewith.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF AGRA.

As an inducement for this transfer and merger and the execution of this agreement and the consummation of the transaction contemplated by this agreement, Agra represents and warrants to all parties the following:

- a) Agra has good title to all intangible and physical assets which are represented herein. All of the assets which are to be transferred are free and clear of all liens and encumbrances except as set forth herein.
- b) There are no judgments, actions or proceedings against Agra or the assets subject to this agreement.
- c) Agra has not been charged with any violation of any Federal, State or local law, or any administrative regulation, relating to Agra's business, its ownership or any of the assets.

SECTION 4. REPRESENTATIONS AND WARRANTIES OF SCISSOR.

As an inducement for Agra to execute this agreement and to consummate the transaction contemplated by this agreement, Scissor represents and warrants to Agra the following:

- a) That upon the closing of this transaction, Scissor has been authorized by the Members to execute this agreement and that this agreement constitutes a valid and binding obligation of Scissor.

SECTION 5. EXPENSES.

- a) Except as otherwise specifically provided herein, each party hereto shall pay its own expenses incident to this agreement and the transactions contemplated hereby, including without limitation, all legal and accounting fees and disbursements.

SECTION 6. THIRD PARTY CLAIMS.

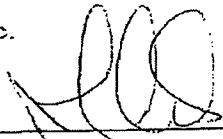
- a) Each party shall co-operate with the other in determining the validity of any third party claim or assertion and in defending against third parties with respect to the same. Each of the parties agrees not to settle or compromise any third party suit, claim or proceeding with respect to which the other party has an obligation to indemnify without the prior written consent of such other party, which consent shall not be unreasonably withheld.

SECTION 7. MISCELLANEOUS.

- a) This Agreement may not be changed orally, but only by an agreement in writing, duly executed by the party against whom enforcement of any change is sought.
- b) This agreement shall be governed and construed in accordance with the laws of the State of Iowa, and any action filed shall be in Waterloo, Black Hawk County, Iowa.

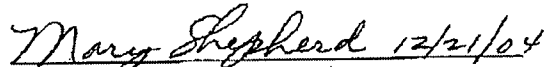
IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

Agra USA, Inc.



By: MICHAEL HODGES

Scissortail Productions, L.L.C.


By: Mary Shepherd, Member

p. 4

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