

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
Brillion Iron Works, Inc.		11/02/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Landoll Corporation		
Street Address:	1900 North Street		
City:	Marysville		
State/Country:	KANSAS		
Postal Code:	66508		
Entity Type:	CORPORATION: KANSAS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1824090	LANDCOMMANDER	
Registration Number:	3633545	LAND COMMANDER III	
Registration Number:	2687855	ZONE COMMANDER	
Registration Number:	2413168	OPTIMIZER	
Serial Number:	85060849	TILL 'N SEED	
CORRESPONDENCE DATA			
Fax Number:	(602)382-6070		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	602-382-6389		
Email:	dashcraft@swlaw.com, landerson@swlaw.com		
Correspondent Name:	Damon Ashcraft, Snell & Wilmer L.L.P.		
Address Line 1:	One Arizona Center, 400 E. Van Buren		
Address Line 4:	Phoenix, ARIZONA 85004-2202		
ATTORNEY DOCKET NUMBER:	32736.0152		

CH \$140.00 1824090

900176746

**TRADEMARK
 REEL: 004410 FRAME: 0243**

NAME OF SUBMITTER:	Damon Ashcraft
Signature:	/Damon Ashcraft/
Date:	11/05/2010
Total Attachments: 4 source=Brillion Assignment#page1.tif source=Brillion Assignment#page2.tif source=Brillion Assignment#page3.tif source=Brillion Assignment#page4.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “**Assignment**”) is entered into as of November 2, 2010 but made effective as of 12:01 a.m., Central Standard Time on November 1, 2010, by and between BRILLION IRON WORKS, INC., a Delaware corporation (the “**Assignor**”), and LANDOLL CORPORATION, a Kansas corporation (the “**Assignee**”). Capitalized terms used herein without definition shall have the respective meanings set forth in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, the Assignee and the Assignor are parties to that certain Asset Purchase Agreement dated as of November 2, 2010 but made effective as of 12:01 a.m., Central Standard Time on November 1, 2010 (the “**Purchase Agreement**”), pursuant to which the Assignee agreed to purchase from the Assignor, and the Assignor agreed to sell to the Assignee, on the terms and subject to the conditions set forth in the Purchase Agreement, the Purchased Assets; and

WHEREAS, the Purchased Assets include the Intellectual Property Assets, which the Assignor desires to transfer to the Assignee and the Assignee desires to accept from the Assignor, subject to the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the Assignor and the Assignee hereby agree as follows:

AGREEMENT

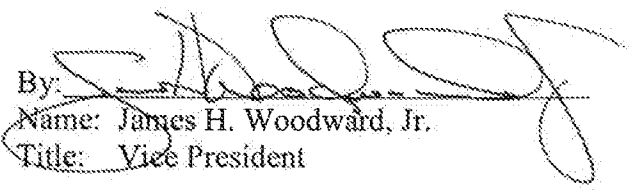
1. **Assignment.** Effective as of the date hereof, the Assignor hereby assigns and transfers to the Assignee all of the Assignor’s rights, title and interest in the Intellectual Property Assets and the goodwill associated therewith as set forth on Exhibit A to this Assignment, free and clear of any Encumbrances, with such assignment to include all of the Assignor’s rights to (a) sue for infringement with respect to the Intellectual Property Assets, whether arising prior to or subsequent to the date of this Assignment, and (b) any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States or in any other jurisdiction, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

2. **Further Assurance.** The Assignor agrees that at any time and from time to time, upon the written request of the Assignee, the Assignor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further actions as the Assignee may reasonably request in order to obtain the full benefit of this Assignment and of the rights and powers granted hereby.

3. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment of Intellectual Property to be executed as of the date first written above by their respective officers thereunto duly authorized.

BRILLION IRON WORKS, INC., a Delaware corporation

By: 
Name: James H. Woodward, Jr.
Title: Vice President

LANDOLL CORPORATION, a Kansas corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment of Intellectual Property to be executed as of the date first written above by their respective officers thereunto duly authorized.

BRILLION IRON WORKS, INC., a Delaware corporation

By: _____
Name: James H. Woodward, Jr.
Title: Vice President

LANDOLL CORPORATION, a Kansas corporation

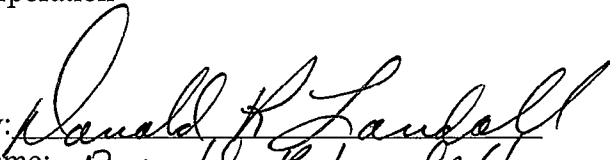
By: 
Name: Donald R Landoll
Title: Pres.

EXHIBIT A

Intellectual Property Assets

1. Trademarks.

- a. LANDCOMMANDER (U.S. Registration #1,824,090)
- b. LAND COMMANDER III (U.S. Registration # 3,633,545)
- c. ZONE COMMANDER (U.S. Registration # 2,687,855)
- d. OPTIMIZER (U.S. Registration # 2,413,168)
- e. Application for a U.S. Trademark Serial No. 85/060,849 for "TILL 'N SEED"
- f. Application for a Canadian Trademark Serial No. 1,494,003 for "TILL 'N SEED"

2. Pending Patent Applications.

- a. Pending patent applications relating to hinged and floating winged pulverizer in the U.S. (12/387,935) and Canada (No. 2,703,467)