

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
Ag Growth Industries Limited Partnership		12/20/2009	LIMITED PARTNERSHIP: CANADA
RECEIVING PARTY DATA			
Name:	Ag Growth Industries Partnership		
Street Address:	1301 Kenaston Blvd.		
City:	Winnipeg, Manitoba		
State/Country:	CANADA		
Postal Code:	R3P 2P2		
Entity Type:	PARTNERSHIP: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1794696	WESTFIELD	
CORRESPONDENCE DATA			
Fax Number:	(703)836-2787		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	703-836-6400		
Email:	email@oliff.com		
Correspondent Name:	Oliff & Berridge, PLC		
Address Line 1:	P.O. Box 320850		
Address Line 4:	Alexandria, VIRGINIA 22320-4850		
ATTORNEY DOCKET NUMBER:	KMH 15733		
DOMESTIC REPRESENTATIVE			
Name:	William P. Berridge		
Address Line 1:	P.O. Box 320850		
Address Line 4:	Alexandria, VIRGINIA 22320-4850		

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 REEL: 004458 FRAME: 0607

NAME OF SUBMITTER:	William J. Utermohlen
Signature:	/William J. Utermohlen/
Date:	01/21/2011
<p>Total Attachments: 7</p> <p>source=Confirmation of Assignment #2#page1.tif</p> <p>source=Confirmation of Assignment #2#page2.tif</p> <p>source=Confirmation of Assignment #2#page3.tif</p> <p>source=Confirmation of Assignment #2#page4.tif</p> <p>source=Confirmation of Assignment #2#page5.tif</p> <p>source=Confirmation of Assignment #2#page6.tif</p> <p>source=Confirmation of Assignment #2#page7.tif</p>	

CONFIRMATION OF ASSIGNMENT

WHEREAS, Ag Growth Industries Limited Partnership, a limited partnership of Canada having had its principal place of business at 1301 Kenaston Blvd., Winnipeg, Manitoba R3P 2P2, Canada, was the owner of the mark WESTFIELD registered with the United States Patent and Trademark Office, Registration No. 1,794,696 dated September 28, 1993;

WHEREAS, Ag Growth Industries Limited Partnership transferred to Ag Growth Industries Partnership, a partnership of Canada having had its principal place of business at 1301 Kenaston Blvd., Winnipeg, Manitoba R3P 2P2, Canada, its ownership of the above-identified mark, together with the goodwill of the business symbolized by the mark and the aforesaid registration, on or before December 20, 2009 ("the Effective Date");

WHEREAS, the attached redacted Agreement between Ag Growth Industries Inc. and Ag Growth Industries Partnership, dated December 30, 2009 ("the December 30, 2009 Agreement") shows that, on the Effective Date, all beneficial interest of the assets of Ag Growth Industries Limited Partnership was transferred to Ag Growth Industries Partnership and Ag Growth Industries Inc. in proportion to their respective interest, and immediately thereafter, Ag Growth Industries Inc. was to transfer and assign all of its undivided interest in the assets to Ag Growth Industries Partnership, resulting in Ag Growth Industries Partnership holding all right, title and interest to the aforesaid WESTFIELD mark together with the goodwill of the business connected with the use of and symbolized by the aforesaid mark, and the aforesaid Registration No. 1,794,696, and that transfer and assignment did occur;

WHEREAS, I was the president of Ag Growth Industries Inc. on the Effective Date and have personal knowledge of the aforementioned transfer and the aforementioned Agreement; and

NOW, THEREFORE, I hereby confirm that, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which were and are hereby acknowledged, on or before the Effective Date, Ag Growth Industries Inc. assigned and transferred unto Ag Growth Industries Partnership all right, title and interest in and to the aforesaid WESTFIELD mark together with the goodwill of the business connected with the use of and symbolized by the aforesaid mark, and the aforesaid Registration No. 1,794,696.

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of this document, declares that: he is authorized to make this declaration on behalf of Ag Growth Industries Inc. and Ag Growth Industries Limited Partnership, and that all statements made herein of his own knowledge are true and that all statements made herein on information and belief are believed to be true.

Date: January 3 2011

By:

Name: Gary Anderson

Attachment:

December 30, 2009 Agreement

THIS AGREEMENT made the 30th day of December, 2009, at 10:15 a.m.

BETWEEN:

AG GROWTH INDUSTRIES INC.,
a corporation incorporated pursuant to
the laws of Canada,
("AGI"),

OF THE FIRST PART,

- and -

AG GROWTH INDUSTRIES PARTNERSHIP,
a general partnership formed
pursuant to the laws of the Province of Manitoba,
("AGIP"),

OF THE SECOND PART.

WHEREAS:

- A. AGI, as the general partner (the "*General Partner*"), and AGIP, as the limited partner (the "*Limited Partner*"), are all of the current partners (collectively, the "*Partners*") of the limited partnership known as "AG Growth Industries Limited Partnership" (the "*Limited Partnership*"), formed and currently governed by the written amended and restated Limited Partnership Agreement dated May 18, 2004;
- B. The assets of the Limited Partnership consist of those assets described on Schedule "A" attached hereto (collectively, the "*Partnership Assets*");
- C. By a Partnership Special Resolution, the Limited Partner has authorized the dissolution of the Limited Partnership effective the 30th day of December, 2009, at 10:15 a.m. (the "*Effective Time*");
- D. The Partners have agreed to assume all the liabilities of the Limited Partnership in proportion to their respective interests in the Limited Partnership;
- E. The Partners desire the wind-up of the Partnership to occur by the distribution of the beneficial interests in all of the Partnership Assets to the Partners, carried out by the assignment or transfer of an undivided Interest in each of the assets comprising the Partnership Assets held by the Limited Partnership to each of the Partners in proportion to their respective interests in the Limited Partnership;

VI (b)

- F. All of the Partners are resident in Canada for the purposes of the *Income Tax Act* (Canada) (the "Act");
- G. The Partners intend that subsection 98(3) of the Act apply to the transactions described in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and of the mutual covenants herein contained, the parties hereto covenant and agree as follows:

2. In accordance with Article 11 of the Limited Partnership Agreement, the Limited Partnership shall be dissolved and cease to exist at the Effective Time and, subject to Section 11.5 of the Limited Partnership Agreement, all the liabilities of the Limited Partnership shall be assumed by each of the Partners on a *pro rata* basis, and the beneficial interests in all of the Partnership Assets shall be distributed to each of the Partners on a *pro rata* basis in full satisfaction of their respective interests in the Limited Partnership.

4. Immediately after the time that is immediately after the Effective Time, the General Partner shall sell, transfer and assign to the Limited Partner, and the Limited Partner shall purchase from the General Partner, the General Partner's proportionate beneficial undivided interest in the Partnership Assets for the purchase price equal to the aggregate fair market value thereof immediately after the time that is immediately after the Effective Time, which shall be payable by the issuance and delivery by the Limited Partner to the General Partner of a promissory note having an aggregate face value equal to such purchase price, substantially on the terms set out in the form of promissory note attached as Schedule "B" hereto (the "Note").

6. The General Partner shall execute and deliver to the Limited Partner such deeds and acknowledgements as the Limited Partner may require acknowledging that, as of and immediately after the Effective Time, in accordance with paragraph 4 hereof, all of the General Partner's right, title and interests in the Partnership Assets are held by it as bare trustee and as agent on behalf of, and for the sole and exclusive benefit of, the Limited Partner.

7. Each of the Partners represents and warrants to and covenants with the other that it has full authority to enter into and carry out the provisions of this Agreement.

8. This Agreement shall be governed by and construed in accordance with the laws of the Province of Manitoba.

9. The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

10. This Agreement shall enure to the benefit of and be binding upon and enforceable against the Partners and their respective successors and assigns.

11. Time shall be of the essence of this Agreement, and the Partners agree to execute such documents and do all such things on or after the Effective Time as may be necessary or desirable to give effect to the terms of this Agreement and to carry out the intentions of the Partners.

12. This Agreement may be signed in any number of counterparts, including by way of facsimile or email (.pdf) transmission, each of which counterparts, whether by facsimile or email (.pdf) transmission, shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

AG GROWTH INDUSTRIES INC.

Per: _____

Authorized Signing Officer

**AG GROWTH INDUSTRIES PARTNERSHIP, by
its managing partner,
AG GROWTH INDUSTRIES INC.**

Per: _____

Authorized Signing Officer

SCHEDULE 'A'

Assets of the Limited Partnership

All assets of the Canadian divisions of the Limited Partnership including the entire interest of the Limited Partnership in all real and personal property used in the operation of the divisions known as Westfield Industries, Batco Manufacturing, Wheatheart Manufacturing and the Edwards/Twister Group wherever situated including without limitation:

- (a) All inventory of whatsoever kind and wherever situated now owned or hereafter acquired or re-acquired including all goods, merchandise, raw materials, goods in process, finished goods and other tangible personal property held for sale, lease or resale or furnished or to be furnished under contracts for service or used or consumed in the businesses, together with the products and cash and non-cash proceeds thereof;
- (b) All machinery, equipment furnishings, and other tangible personal property now owned or hereafter acquired or re-acquired and all accessories installed in or affixed or attached or appertaining to any of the foregoing;
- (c) All debts, accounts, claims, moneys, bank accounts and choses in action now or hereafter due or owing to or owned;
- (d) All intangible property including, without limitation all chattel paper, goodwill, patents, trademarks, copyrights, quotas, warehouse receipts, bills of lading, shares, warrants, bonds, debentures, debenture stock, bills, notes, instruments, writings and other documents or industrial property now owned or hereafter acquired or re-acquired;
- (e) All personal property in any form or fixtures derived directly or indirectly from any dealing with the collateral and the proceeds therefrom, and includes payment representing indemnity or compensation for loss of or damage to the collateral or proceeds therefrom; and
- (f) All real property including without limitation the properties owned in Rosenort, MB; Swift Current, SK; Saskatoon, SK; Lethbridge, AB; and Nobleford, AB.