

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	05/04/2009

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Roberts Irrigation		05/04/2009	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	T-Systems International, Inc.
Street Address:	7545 Carroll Road
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3396274	PRO-FLAT
Registration Number:	1382208	SPOT-SPINNER
Registration Number:	3206139	MAX-FLAT
Registration Number:	0925778	SPOT-SPITTER
Registration Number:	1420047	RO-DRIP
Registration Number:	2646857	PROTAPE
Registration Number:	3208440	PRO-GRIP

CORRESPONDENCE DATA

Fax Number: (309)749-0083
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 309-765-4305
 Email: tmmolineuspto@johndeere.com
 Correspondent Name: Deere & Company
 Address Line 1: One John Deere Place

900199268

**TRADEMARK
 REEL: 004601 FRAME: 0001**

CH \$190.00 3396274

Address Line 2: Global Intellectual Property Services
Address Line 4: Moline, ILLINOIS 61265

ATTORNEY DOCKET NUMBER:	ROBERTS TO T-SYSTEMS
NAME OF SUBMITTER:	Baldev S. Sarai
Signature:	/bss/
Date:	08/09/2011

Total Attachments: 16

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of the State of California

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of this 4th day of May 2009, is entered into by and between Roberts Irrigation Products, Inc. (hereinafter referred to as "Roberts"), a California corporation, and T-Systems International, Inc. (hereinafter referred to as "T-Systems"), a California corporation. Roberts and T-Systems, collectively, are hereinafter referred to as "Constituent Corporations."

WITNESSETH:

WHEREAS, Roberts is a corporation duly organized and existing under the laws of the State of California;

WHEREAS, T-Systems is a corporation duly organized and existing under the laws of the State of California;

WHEREAS, the respective Board of Directors of both Roberts and T-Systems have resolved by unanimous written consent that it is in the best interest of each such corporation and its respective stockholders that Roberts merge with and into T-Systems upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, the respective stockholders of both Roberts and T-Systems have approved this Agreement, by execution of a written consent.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, Roberts and T-Systems, intending to be legally bound, hereby agree as follows:

1. Merger. Roberts shall be merged with and into T-Systems (the "Merger") such that T-Systems shall be the surviving corporation (hereinafter referred to as "Surviving Corporation"). Appropriate documents necessary to effectuate the Merger shall be filed with the Secretary of State of the State of California, and the Merger shall become effective the 7th day of May 2009 (the "Effective Time").

2. **Governing Documents.** The Articles of Incorporation of T-Systems, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation without change or amendment and the By-laws of T-Systems, as in effect immediately prior to the Effective Time, shall be the By-laws of the Surviving Corporation without change or amendment.

3. **Officers and Directors.** The persons who are officers and directors of T-Systems immediately prior to the Effective Time shall, immediately after the Effective Time, be the officers and directors of the Surviving Corporation, without change, until their respective successors have been duly elected and qualified in accordance with the Articles of Incorporation and By-laws of the Surviving Corporation.

4. **Effect of the Merger.** At the Effective Time, the existence of Roberts as a separate legal entity shall cease.

5. **Further Assurances.** From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of Roberts such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Roberts, and otherwise to carry out the purposes of this Agreement. The Surviving Corporation shall be deemed to have full ownership of all such property, interests, assets, obligations, rights, privileges, immunities, and powers owned by Roberts prior to the Effective Time. The officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Roberts or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

6. Intellectual Property. All rights, title and interest in and to all patents, trademarks, tradenames, service names, service marks, copyrights, internet domain names and logos (collectively referred to as "Intellectual Property") owned by Roberts prior to the Effective Time, together with all goodwill associated with the Intellectual Property prior to the Effective Time, is hereby transferred and assigned to T-Systems upon the execution of this Merger. The attached Exhibit A, which may or may not be all-inclusive, lists Intellectual Property owned or used by Roberts which shall be assigned as part of this merger. Roberts further agrees that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing or vesting in T-Systems full right, title, and interest in and to the Intellectual Property.

7. Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, all of the shares of Roberts ("Roberts Common Stock"), issued and outstanding immediately prior to the Effective Time shall be changed and converted into and shall be one thousand five hundred (1,500) fully paid and non-assessable shares of common stock, par value \$1.00 per share, of T-Systems ("T-Systems Common Stock"). Thus, at the Effective Time, each share of Roberts Common Stock shall be converted into 1.364 shares of T-Systems Common Stock. Each share of Roberts Common Stock issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding following the Effective Time.

8. Ownership Certificates. Upon the conversion of all issued and outstanding shares of Roberts Common Stock to one thousand five hundred (1,500) shares of T-Systems Common Stock, the Surviving Corporation shall issue one certificate evidencing one thousand five hundred (1,500) shares of T-Systems Common Stock to Deere & Company, a Delaware corporation.

9. Amendment. The parties hereto, by mutual consent of their respective Board of Directors, may amend, modify or supplement this Agreement at any time prior to the Effective Time pursuant to a written instrument.

10. Termination. This Agreement may be terminated and the Merger and other transactions herein provided for may be abandoned at any time prior to the Effective Time, if either the Board of Directors of Roberts or T-Systems determines that the consummation of the transactions contemplated hereby would not, for any reason be in the best interests of the corporation and its respective stockholders. In the event of such termination and abandonment, this Agreement shall become void and neither of the Constituent Corporations nor their respective stockholders, directors or officers shall have any liability with respect to such termination and abandonment.

11. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto regarding the subject matter hereof, and supersedes all prior agreements and undertakings, both written and oral, between the parties hereto regarding such subject matter.

13. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

14. Counterparts. This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement.

IN WITNESS WHEREOF, Roberts and T-Systems have caused this Agreement to be executed and delivered as of the date first written above.

[Signature page follows]

Roberts Irrigation Products, Inc.

T-Systems International, Inc.



Michael J. McGrady, President

John C. Roberts, President

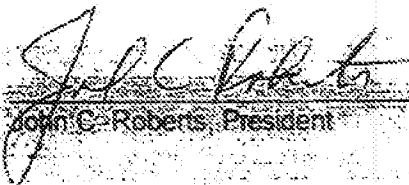
Gregory R. Noe, Secretary

Gregory R. Noe, Secretary

Roberts Irrigation Products, Inc.

T-Systems International, Inc.

Michael J. McGrady, President



John C. Roberts, President

Gregory R. Noe, Secretary

Gregory R. Noe, Secretary

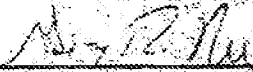
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Roberts Irrigation Products, Inc.

T-Systems International, Inc.

Michael J. McGrady, President

John C. Roberts, President


Gregory R. Noe, Secretary

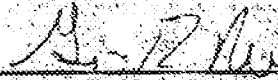

Gregory R. Noe, Secretary

Exhibit A - Intellectual Property

Trademark Name	Trademark Status	Application Number	Registration Number	Country
MAX-FLAT	Registered	809698	999875	Mexico
MAX-FLAT	Registered	78858128	3206139	USA
PRO-FLAT	Registered	809697	999874	Mexico
PRO-FLAT	Registered	78854587	3396274	USA
PRO-GRIP	Registered	809696	999873	Mexico
PRO-GRIP	Registered	78854733	3208440	USA
PRO-TAPE	Registered	2249753	2349753	European Community
PRO-TAPE	Registered	76186330	2646857	USA
ROBERTS	Published	4896931		China
ROBERTS	Registered	4896932	4896932	China
ROBERTS	Registered	73555489	1407586	USA
ROBERTS & DESIGN™	Registered	1573153	1573153	European Community
ROBERTS & DESIGN™	Registered	75809980	2477309	USA
RO-DRIP	Registered	1355609	1833836	Argentina
RO-DRIP	Registered	498340	498340	Australia
RO-DRIP	Registered	145936	145936	Austria
RO-DRIP	Registered	515691	515691	Benelux
RO-DRIP	Registered	814678404	814678408	Brazil
RO-DRIP	Registered	814678424	814678424	Brazil
RO-DRIP	Registered	364293	364293	Canada
RO-DRIP	Registered	853167	532189	Chile
RO-DRIP	Registered	4896934	4896934	China
RO-DRIP	Published	4896933		China
RO-DRIP	Registered	153654	153654	Colombia
RO-DRIP	Registered	83324	83324	Egypt
RO-DRIP	Registered	73783	73783	European Community
RO-DRIP	Registered	1500728	1500728	France
RO-DRIP	Registered	73937	73937	Guatemala
RO-DRIP	Registered	136039	136039	Hungary
RO-DRIP	Registered	501760	501760	India
RO-DRIP	Registered	83633	83633	Israel
RO-DRIP	Registered	M12008C010759	552298	Italy
RO-DRIP	Registered		4666847	Japan
RO-DRIP	Registered		190689	"Korea, Republic of"
RO-DRIP	Registered		359541	Mexico
RO-DRIP	Registered		100588	Peru
RO-DRIP	Registered		56917	Philippines
RO-DRIP	Registered	284021	284021	Portugal
RO-DRIP	Registered	924477	924477	South Africa
RO-DRIP	Registered	128764	128764	Spain
RO-DRIP	Registered	7813398	486046	Taiwan
RO-DRIP	Registered	1362114	1362114	United Kingdom
RO-DRIP	Registered	73595163	1420047	USA
SPOT-SPINNER	Registered	73552719	1382208	USA
SPOT-SPITTER	Registered	72393278	925778	USA
TREE DESIGN	Registered	75798267	2475063	USA

Title	Country	Patent
DRIP IRRIGATION TAPE INCLUDING A SERIES OF ALTERNATELY OFFSET ELONGATED CHAMBERS	India	180798
	India	191937
	Mexico	175966
	United States of America	5246171
DRIP IRRIGATION TAPE AND METHOD OF MANUFACTURE	United States of America	5318657
DRIP IRRIGATION TAPE HAVING A REDUCED THICKNESS PORTION COVERING AN INDENTED FLOW GROOVE	United States of America	5375770
DRIP IRRIGATION TAPE AND METHOD OF MANUFACTURE	United States of America	5377307
DRIP IRRIGATION TAPE AND METHOD OF MANUFACTURE	United States of America	5673852
DRIP IRRIGATION TAPE AND METHOD OF MANUFACTURE	United States of America	5732887
FLOW CHANNEL FOR DRIP IRRIGATION WITH BIASED CAVITY	United States of America	D450530
FLOW CHANNEL FOR DRIP IRRIGATION WITH CENTRAL CAVITY	United States of America	D455055
DRIP IRRIGATION TAPE WITH INDICIA	United States of America	6460786
SPRAY DEVICE FOR IRRIGATION	United States of America	6588680
METHOD AND APPARATUS FOR SPLICING DRIP IRRIGATION TAPE	United States of America	6632306

Domain Name
robertsirrigation.com
robertsrip.com
ro-drip.com
rodrip.com

OFFICER'S CERTIFICATE
ROBERTS IRRIGATION PRODUCTS, INC.

We, Michael J. McGrady and Gregory R. Noe certify that:

1. We are the President and the Secretary, respectively, of Roberts Irrigation Products, Inc. (hereinafter referred to as "the Company"), a corporation duly organized and existing under the laws of the state of California.
2. The merger agreement in the form attached was duly approved by the board of directors and sole shareholder of the Company which equaled or exceeded the vote required.
3. Shareholder approval was obtained by the holders of 100% of the outstanding shares of the Company.
4. There is only one classification of shares (Common Stock) and the number of shares outstanding entitled to vote on the merger is 1,100.

We further declare under penalty of perjury under the laws of the State of California under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: May 4, 2001

[Signature Page Follows]



Michael J. McGrady, President

Gregory R. Noe, Secretary

Michael J. McGrady, President


Gregory R. Noe, Secretary

OFFICER'S CERTIFICATE

T-SYSTEMS INTERNATIONAL, INC.

We, John C. Roberts and Gregory R. Noe certify that:

1. We are the President and the Secretary, respectively, of T-Systems International, Inc. (hereinafter referred to as "the Company"), a corporation duly organized and existing under the laws of the state of California.
2. The merger agreement in the form attached was duly approved by the board of directors and sole shareholder of the Company which equaled or exceeded the vote required.
3. Shareholder approval was obtained by the holders of 100% of the outstanding shares of the Company.
4. There is only one classification of shares (Common Stock) and the number of shares outstanding entitled to vote on the merger is 1,383.

We further declare under penalty of perjury under the laws of the State of California under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: May 4, 2009

[Signature Page Follows]

John C. Roberts

John C. Roberts, President

Gregory R. Noe, Secretary

John C. Roberts, President

Gregory R. Noe
Gregory R. Noe, Secretary

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