

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
John Deere Water Ltd.		04/30/2010	CORPORATION: ISRAEL
RECEIVING PARTY DATA			
Name:	DEERE & COMPANY		
Street Address:	Global Intellectual Property Services		
Internal Address:	One John Deere Place		
City:	Moline		
State/Country:	ILLINOIS		
Postal Code:	61265		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3179089	PLASTRO	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	309-765-4305		
Email:	tmmolineuspto@johndeere.com		
Correspondent Name:	Baldev S. Sarai		
Address Line 1:	Deere & Company		
Address Line 2:	One John Deere Place		
Address Line 4:	Moline, ILLINOIS 61265		
ATTORNEY DOCKET NUMBER:	10687-US		
NAME OF SUBMITTER:	Baldev S. Sarai		
Signature:	/bss/		

CH \$40.00 3179089

Date:

04/09/2013

Total Attachments: 3

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made and entered into as of this 30th Date of April, 2010, by and among Deere & Company (U.S.), an Illinois corporation located in Moline, IL, USA, ("Purchaser"), and John Deere Water, Ltd. (Israel), an Israeli corporation incorporated under the laws of Israel located at Kibbutz GVAT, Israel, Israel ("Seller").

WITNESSETH:

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller certain assets described below subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, for and in consideration of the mutual undertakings and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Seller and Purchaser, intending to be legally bound, hereby agree as follows:

SECTION 1 SALE AND TRANSFER

1.1 Included Assets. Subject to terms and conditions hereof, at Closing, Seller will sell, convey, assign, transfer and deliver, and Purchaser will purchase and acquire from Seller, Seller's right, title and interest limited to the following assets (collectively, the "Included Assets"):

(a) Intellectual Property. All patents, trademarks, service marks, trade names, and copyrights (including registrations, licenses, and applications pertaining thereto), and all other intellectual property rights, trade secrets, and other proprietary information, processes, and formulae used in the Seller's business or otherwise necessary for the ownership and use of the Assets and the conduct of the Seller's Business (the "Intellectual Property"). The Intellectual Property includes the registered and common law trademarks and service marks, the reserved trade names, the copyrights, and the filed patent applications and issued patents including, but not limited to those listed in Schedule 1 and Schedule 2, except for those listed in Schedule 3 that will not be part of this transfer. Those developments were failed and are not part of the IP that is going to be transferred. Further, Seller agrees to make any declarations or sign any documents that may be necessary in the future to affect such transfers.

1.2 Intent of the Parties. Although the Schedules to this Agreement are intended to be complete, to the extent any rights or assets of the Seller are otherwise necessary for the ownership and use of the Assets and the conduct of the Seller's Business, but are not properly itemized or do not appear on the applicable Schedules to this Agreement where required, then such rights and assets shall nonetheless be deemed transferred to the Purchaser at Closing. Further, Seller agrees to make any declarations or sign any documents that may be necessary in the future to affect such transfers.

1.3 Purchase Price. The fair market value purchase price to be paid by Purchaser to Seller consists of the following (the "Purchase Price"):

(a) A US\$ _____ payment due to Seller upon Closing.

SECTION 2

CLOSING

2.1 Closing. The purchase and sale provided for in this Agreement shall take place via an exchange of all applicable Closing documents on August 4th, 2010 or at such other time, date or location as the Parties may mutually agree in writing ("Closing Date"). Closing shall be deemed effective as of 12:01am CST on the Closing Date.

2.2 Deliverables by Seller at Closing. In addition to the delivery by Seller of the Included Assets, Seller shall execute and deliver or shall cause its Affiliates to execute and deliver to Purchaser at Closing:

- (a) the executed Assignment of Patents in the form of Schedule 2.2(a);

SECTION 3 MISCELLANEOUS

8.2 No Reliance. No third party is entitled to rely upon any of the agreements of Purchaser or Seller, and Purchaser and Seller assume no liability to any third party because of any such reliance.

8.10 Governing Law. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Illinois, without giving effect to the conflict of laws rules thereof.

- (a) This Agreement shall be approved by the Israeli Tax Authority (ITA) and the Office of the Chief Scientist (OCS) prior to execution.

8.12 Severability. If any provision, clause, or part of this Agreement, or the application thereof under certain circumstances, is held invalid, the remainder of this Agreement, or the application of such provision, clause, or part under other circumstances, shall not be affected thereby.

8.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same instrument. The Parties agree that this Agreement shall be legally binding upon the electronic transmission, including by facsimile or email of .pdf files, by each Party of a signed signature page to this Agreement to the other Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

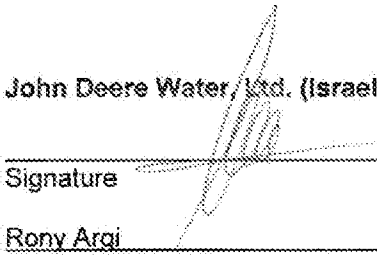
Deere & Company (U.S.)


Signature

Thomas K. Jarrett
Printed Name

Assistant Secretary
Title

John Deere Water, Ltd. (Israel)


Signature

Rony Arzi
Printed Name

VP JDWT & Managing Director
Title