

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
Salford Farm Machinery Ltd.		11/19/2013	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Salford Group Inc.
Street Address:	R.R. 1
City:	Salford, Ontario
State/Country:	CANADA
Postal Code:	N0J 1W0
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2803047	SALFORD TILLAGE SPECIALISTS

CORRESPONDENCE DATA

Fax Number: 4155911400
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 415-591-1000
 Email: trademarksSF@winston.com
 Correspondent Name: Becky L. Troutman c/o Winston & Strawn
 Address Line 1: 101 California Street
 Address Line 2: Suite 3900
 Address Line 4: San Francisco, CALIFORNIA 94111-5894

ATTORNEY DOCKET NUMBER:	085965.00016
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DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:

CH \$40.00 2803047

Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Becky L. Troutman

Signature:

/Becky L. Troutman/

Date:

11/20/2013

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of November 19, 2013 (the "Agreement"), is entered into by and between **SALFORD GROUP INC.**, an Ontario corporation (the "Purchaser"), **SALFORD FARM MACHINERY LTD.**, an Ontario corporation ("Salford Canada Opco"), and **SALFORD MANAGEMENT LTD.**, ("Salford Holdco", and together with Salford Canada Opco, the "Companies").

Reference is made to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among the Purchaser, GenNx Salford Management Ltd., the Companies, Salford Canada Opco, as Sellers' Representative, and those other Sellers listed on Exhibit A thereto. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

WITNESSETH:

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, the Companies desire to assign all rights they may have in and to all intellectual property used by the Companies on the terms and conditions set forth in this Agreement; and

WHEREAS, the execution and delivery of this Agreement are made pursuant to the Purchase Agreement.

NOW, THEREFORE, in consideration of the above premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. The Companies hereby irrevocably sell, transfer, assign, set over and convey to the Purchaser, its successors and assigns, all of the Assignors' right, title and interest in and to (in Canada, the United States and all foreign countries) all work and all intellectual property rights relating to, owned by, and used in connection with the business of the Companies at any time prior to the date hereof, including without limitation all ideas, inventions, improvements, work product, original works of authorship, algorithms, software, databases, systems, systems architecture, data, technology, designs, drawings, images, samples, proprietary information, trade secrets, know-how, processes, manufacturing techniques, customer lists, supplier lists, financial information, trade names, trademarks, service marks, trade dress and domain names, and all patent, trade secret, and copyright rights (including moral rights), database rights, mask work rights, domain names, trademark rights, trade dress rights and all goodwill associated therewith, including without limitation all worldwide right, title and interest in and to the patents, patent applications, patent licenses, trademarks, trademark registrations, trademark applications, domain names, copyrights, copyright registrations and trade secrets identified in Exhibit A, and all goodwill associated therewith, any other trademark, service mark or trade dress confusingly similar to any of the foregoing, and all other intellectual property and proprietary rights in any of the foregoing (collectively, the "Intellectual Property"). The Companies further hereby sell, transfer, assign, set over and convey to the Purchaser, its

successors and assigns, all of the Companies' right to file patent, copyright and trademark applications in Canada, the United States and throughout the world for the Intellectual Property in the name of the Purchaser, its successors and assigns. The Companies further hereby sell, transfer, assign, set over and convey to the Purchaser, and the Purchaser's successors and assigns, all proceeds to infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world for the Intellectual Property rights assigned herein.

2. Further Assurances. Each of the Purchaser and the Companies hereby agree to take any and all additional actions and to execute, acknowledge and deliver any and all documents which any other party hereto may reasonably request in order to effect the intent and purposes of the transactions contemplated hereby.

3. Amendments. This Agreement may not be amended except by an instrument in writing signed by the Purchaser and the Companies. By an instrument in writing, the Purchaser, on the one hand, or the Companies, on the other hand, may waive compliance by the other with any term or provision of this Agreement that such other party was or is obligated to comply with or perform.

4. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the parties hereto and their respective successors and permitted assigns, personal representatives, heirs and estates, as the case may be.

5. Governing Law. **THIS ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN WITHOUT REGARD TO THE CONFLICTS OF LAWS OR PRINCIPLES THEREOF THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.**

6. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

7. Purchase Agreement. This Agreement is subject in all respects to the terms and conditions of the Purchase Agreement. To the extent of any conflict between the terms of the Purchase Agreement and this Agreement, the Purchase Agreement shall control. Nothing contained in this Agreement shall be deemed to supersede any of the covenants, agreements, representations or warranties of the applicable parties contained in the Purchase Agreement.

8. Severability. It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the Laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it

shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

9. Counterparts; Facsimile or Electronic Signatures. This Agreement may be executed by two or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute a single instrument. Execution and delivery of this Agreement by facsimile or electronic or email exchange bearing the copies of a party's signature shall constitute a valid and binding execution and delivery of this Agreement by such party. Such electronic copies shall constitute enforceable original documents.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written. Each party's signature shall be accompanied by its corporate seal.

COMPANIES

SALFORD FARM MACHINERY LTD.

By: _____
Name:
Title:

SALFORD MANAGEMENT LTD.

By: _____
Name:
Title:

PURCHASER

SALFORD GROUP INC.

By: 
Name: Matt Guenther
Title: Director

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written. Each party's signature shall be accompanied by its corporate seal.

COMPANIES

SALFORD FARM MACHINERY LTD.

By: _____
Name:
Title:

SALFORD MANAGEMENT LTD.

By:  _____
Name: *Mikhail Rodionov*
Title: *President*

PURCHASER

SALFORD GROUP INC.

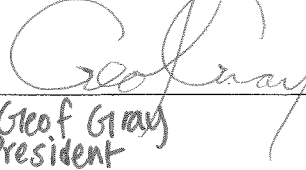
By: _____
Name:
Title:

[Signature page to IP Assignment and Assumption Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written. Each party's signature shall be accompanied by its corporate seal.

COMPANIES

SALFORD FARM MACHINERY LTD.

By: 
Name: Geoff Gray
Title: President

SALFORD MANAGEMENT LTD.

By: _____
Name: _____
Title: _____

PURCHASER

SALFORD GROUP INC.

By: _____
Name: _____
Title: _____

[Signature page to IP Assignment and Assumption Agreement]

EXHIBIT A

Intellectual Property

Patents; Patent Applications

1. U.S. Patents and Patent Applications

<u>Patent No.</u>	<u>Title Comments</u>
6,412,571	Spring Tine Coulter Till
7,762,345	Conservation Tillage Implement, System and Method
8,113,295	Conservation Tillage Implement, System and Method
8,196,672	Conservation Tillage Implement, System and Method
8,307,908	Conservation Tillage Implement, System and Method
8,307,909	Conservation Tillage Implement, System and Method
8,196,672	Conservation Tillage Implement, System and Method
8,365,837	Resiliently Mounted Agricultural Tool and Implement Therewith
8,381,827	Spring Mounted Blade Assembly and Tillage Implement Therewith
61/776,764	Hydraulically Controlled Rotary Harrow for tillage apparatus and system
61/776,781	Metering apparatus and method for sectional control
13/840,996	Apparatus and method for soil tillage and leveling
13/922,653	Seed bed preparation and tillage apparatus



2. Canadian Patents and Industrial Designs

<u>Patent No.</u>	<u>Title Comments</u>
2,517,914	Conservation Tillage Implement, System and Method
2,282,993	Spring Shank Coulter Wheel Assembly
2,724,762	Resiliently Mounted Agricultural Tool and Implement Therewith
2,688,846	Spring Mounted Blade Assembly and Tillage Implement Therewith
143,389	Bearing Lubricant Seal

3. Patent License

Patent License Agreement by and between Kuhn Krause and Salford Farm Machinery Ltd. dated August 26, 2013, pursuant to which Kuhn Krause granted Salford Farm Machinery Ltd. a license under U.S. patent number 6,397,953 and continuations, continuations-in-part and divisional applications claiming priority thereof.

Trademarks; Trademark Registrations; Trademark Applications

<u>Mark</u>	<u>Registration / Application No. or Status</u>	<u>Goods / Services</u>
<u>U.S.</u>		
SALFORD TILLAGE SPECIALISTS and Design 	RN: 2,803,047 SN: 76-323425 Registered: January 6, 2004 Filed: October 10, 2001	(Int'l Class: 7) Farm machinery and equipment, namely, plows, cultivators, disc-harrows, harrow attachments, row crop cultivators, wings plows and hydraulic cylinders
<u>Canada</u>		
COIL TECH COULTER	RN: 601398 AN: 1141253 Registered: February 4, 2004 Filed: May 17, 2002	(Int'l Class: 07) Wares: Farm machinery and equipment, namely, coultter apparatus for tillage applications and manure or fertilizer incorporation including parts therefor.
SALFORD TILLAGE SPECIALISTS and Design 	RN: 583842 AN: 1098918 Registered: June 16, 2003 Filed: April 10, 2001	(Int'l Class: 07, 35, 37, 40, 42, 44) Wares: Farm machinery and equipment, namely, plows, cultivators, disc-harrows, harrow attachments, row crop cultivators, wing plows and hydraulic cylinders. Services: (1) Minimum tillage equipment used in the agri- food producing industry, namely, tool bars, disc coultters, fertilizer application equipment; grape cultivation equipment; deep tillage toolbars; (2) Manufacture and sale of minimum tillage equipment used in the agri- food producing industry, namely, tool bars, disc

		coulters, fertilizer application equipment; grape cultivation equipment; deep tillage toolbars; and (3) Manufacture and sale of farm machinery and equipment, namely, plows, cultivators, disc-harrows, harrow attachments, row crop cultivators, wing plows and hydraulic cylinders.
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In addition, trade name and/or common law trademark rights of the following logo (and stylized versions thereof):



Domain Names

- 1) salfordmachine.com
- 2) salford-farm-machine.com
- 3) salford-farm-machinery.com
- 4) salfordfarmmachine.ca
- 5) salfordfarmmachine.com
- 6) salfordfarmmachinery.ca
- 7) salfordfarmmachinery.com
- 8) salfordgroup.biz
- 9) salfordgroup.ca
- 10) salfordgroup.com
- 11) salfordindustries.biz
- 12) salfordindustries.ca
- 13) salfordindustries.com
- 14) salfordindustry.com

Copyrights; Copyright Registrations

None.

Trade Secrets

None.