

11-24-1998



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MPP 11-18-98

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Submission Type <input checked="" type="checkbox"/> New <input type="checkbox"/> Resubmission (Non-Recordation) Document ID # <input type="text"/> <input type="checkbox"/> Correction of PTO Error Reel # <input type="text"/> Frame # <input type="text"/> <input type="checkbox"/> Corrective Document Reel # <input type="text"/> Frame # <input type="text"/>	Conveyance Type <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> License <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other <input type="text"/>
<i>U.S. Government</i> (For Use ONLY by U.S. Government Agencies) <input type="checkbox"/> Departmental File <input type="checkbox"/> Secret File	

Conveying Party(ies) <input type="checkbox"/> Mark if additional names of conveying parties attached Name (line 1) <input type="text" value="Trace Chemicals, Inc."/> Name (line 2) <input type="text" value="A corporation of Nevada"/>	Execution Date Month Day Year <input type="text" value="11161998"/>
Second Party Name (line 1) <input type="text"/> Name (line 2) <input type="text"/>	Execution Date Month Day Year <input type="text"/>

Receiving Party <input type="checkbox"/> Mark if additional names of conveying parties attached Name (line 1) <input type="text" value="Gustafson LLC"/> Name (line 2) <input type="text" value="A Limited Liability Company organized under the laws of Delaware"/> Address (line 1) <input type="text" value="1400 Preston Road"/> Address (line 2) <input type="text" value="Suite 400"/> Address (line 3) <input type="text" value="Plano"/> <input type="text" value="Texas/USA"/> <input type="text" value="75093"/> <div style="display: flex; justify-content: space-around; font-size: small;"> City State/Country Zip Code </div>	<input type="checkbox"/> If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached (Designation must be a separate document form Assignment)
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PATENT
REEL: 9586 FRAME: 0881

Correspondent Name and Address

Area Code and Telephone Number

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Pages

Enter the total number of pages of the attached conveyance document including any attachments.

4

Application Number(s) or Patent Number (s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

5,512,099

5,607,717

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 80.00

Method of Payment:
Deposit Account

Enclosed

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

18-1685

Authorization to charge additional fees:

Yes

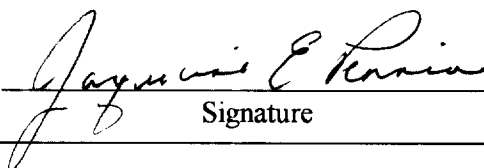
No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jacqueline E. Pennino

Name of Person Signing



Signature

November 17, 1998

Date

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Agreement"), dated as of November 20, 1998 (the "Effective Date") is from **Trace Chemicals, Inc.**, a corporation organized under the laws of the State of Nevada (the "Assignor") to **Gustafson LLC**, a limited liability company organized under the laws of the State of Delaware (the "Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to the intellectual property described on Schedule A (the "Intellectual Property") attached hereto; and

WHEREAS, for good and valuable consideration and pursuant to a certain Purchase Agreement, dated as of November __, 1998 (the "Purchase Agreement"), by and among the Assignor, Crompton & Knowles Corporation, a corporation organized under the laws of the Commonwealth of Massachusetts, Uniroyal Chemical Company, Inc., a corporation organized under the laws of the State of New Jersey, Gustafson Inc., a corporation organized under the laws of the State of Minnesota and Bayer Corporation, a corporation organized under the laws of the State of Indiana, and upon the terms and conditions set forth below, Assignor desires to assign all of its rights and interests with respect to the Intellectual Property to Assignee and Assignee desires to accept such assignment and assume all rights and obligations of Assignor associated with the Intellectual Property.

NOW, THEREFORE, in consideration of the transactions contemplated by the Purchase Agreement and this Agreement and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

1. Assignment. Assignor hereby sells, assigns and transfers unto Assignee, its successors, heirs and assigns all right, title and interest in and to the Intellectual Property, including without limitation, the right to any registrations thereof, the right to prosecute any applications therefor, the right to have any patents and registrations issue in the name of the Assignee, the right to file for registration thereof in any country in the world with the full benefit of any priorities which may now or in the future be granted by law or by treaty, the right to apply for and obtain any renewal of any registrations thereof, the right to sue for past and future infringement and the right to the goodwill of the business symbolized thereby.
2. Further Assurances. Assignor will execute any and all additional documents that may be reasonably necessary in the opinion of counsel for Assignee to perfect the transfer of rights set forth herein.

3. Representations and Warranties. This Agreement is subject to the terms and conditions of the Purchase Agreement and the respective representations, warranties, covenants, agreements and obligations made in the Purchase Agreement by the parties to the Purchase Agreement and incorporated herein by reference, constitute an integral part of this Agreement and shall survive the execution and delivery of this Agreement to the extent provided in Article 9 of the Purchase Agreement.

4. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective administrators, personal and legal representatives, successors, and permitted assigns.

5. Governing Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of New York.

[next page is the signature page]

Schedule A

All intellectual property owned by Trace Chemicals, including without limitation, copyrights, copyright applications, patents, patent applications, trademarks, trademark applications, trade names, service marks, logos, slogans, inventions, processes, production methods, proprietary information, know-how, trade secrets, information, identification lists, product and technical labels, data, including registration data and governmental authority data, plans, blueprints, specifications, designs, manufacturing information, formulation recipes and techniques, seed safety information, seed testing techniques, efficacy data, environmental, residue, toxicology and product chemistry information, discoveries, drawings, recorded knowledge, techniques, ideas, concepts, surveys, engineering reports, test reports and procedures, manuals, materials standards, process standards, performance standards, catalogs, flow charts, formulation or technical registrations, work techniques, computer and automatic machinery software and programs, related object and source code and the like whether or not protected by or protectable by patent, copyright, trademark, trade secret or other proprietary rights or by governmental authority registrations, and including without limitation the following patents, trademarks and copyrights:

U.S. Patents:

Patent	Reg No.	Date
Applicator for seed treatment products	5512099	4/30/96
Applicator for seed treatment products	5607717	3/4/97

U.S. Trademarks:

Mark	Reg No.	Reg Date
Grain Guard	1712864	9/8/92
Bean Guard	1640896	4/9/91
Kernel Guard	1516981	12/20/88
Kernel Guard	1480304	3/15/88
Hi Moly/Captan	1258197	11/22/83
Liquid Moly	1132500	4/8/80
Nitro-Fix	1120803	6/26/79