

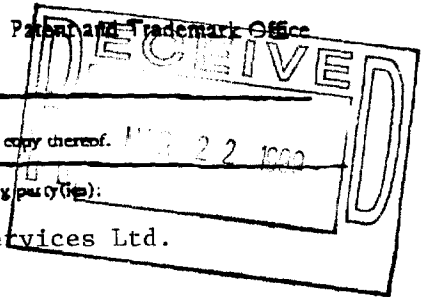
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RECORDATION FORM COVER SHEET

04-08-1999

Patent and Trademark Office



To the Honorable Commissioner of Patents



Number of copies of this document or copy thereof: 1
of receiving party(ies):

1. Name of conveying party(ies):

D.L.F. Developers Ltd., successor to Victory Equipment (1983) Ltd.

101005702

Name: New Noble Services Ltd.

Additional name(s) of conveying party(ies) attached? Yes No

Address: Box 359
Nobleford, Alberta
Canada
TOL 1S0

3. Nature of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: February 25, 1998

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s): 4437296

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s) 4437296

Draper Pick-Up Tine

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Patricia S. Perry
Robertson Stromberg
600, 105 - 21st Street East
Saskatoon, Saskatchewan
Canada
S7K 0B3

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE.

9. Statement and signature.

In 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.

Patricia S. Perry
Name of Person Signing

Signature

March 16, 1999
Date

Canadian Registered Trademark Agent

Total number of pages including cover sheet, attachments and document: _____

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Washington, D.C. 20231

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0000002-4437296 D.C. 20503

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THIS ASSIGNMENT DATED the 25th day of February, A.D. 1998.

BETWEEN:

D.L.F DEVELOPERS LTD., the successor to VICTORY EQUIPMENT (1983) LTD.

(hereinafter called the "Assignor")

OF THE FIRST PART

- and -

NEW NOBLE SERVICES LTD.

(hereinafter called the "Assignee")

OF THE SECOND PART

ASSIGNMENT

WHEREAS the Assignor is successor to Victory Equipment (1983) Ltd., the Seller in a Sale and Exclusive Licencing Agreement dated the 25th day of November, 1989, a copy of which is annexed hereto as Schedule "A" (hereinafter referred to as "the Sale Agreement");

AND WHEREAS pursuant to Paragraph 2.06(c)(ii) of the said Sale Agreement, the Assignor has agreed to assign all of its right, title and interest in and to all patent rights and trade marks to the Assignee upon payment of the final portion of the Purchase Price referred to therein;

AND WHEREAS the final portion of the Purchase Price has now been paid by the Assignee to the Assignor, receipt whereof is hereby acknowledged by the Assignor;

AND WHEREAS the Assignor now wishes to assign to the Assignee all of its right, interest and title in and to the said patent rights and trade marks;

NOW THEREFORE WITNESSETH in consideration of the sum of ONE AND 00/100 (\$1.00) DOLLAR and other valuable consideration, receipt whereof is hereby

acknowledged, the Assignor assigns to the Assignee all of its interest in and to the patent rights and trade marks more particularly described in Schedule "B" hereunto annexed, including all rights of action or other rights accruing to the Assignor or which might after this Assignment take affect, accrue to the Assignor with respect to such patent rights and trade marks.


The Assignee covenants with the Assignor that it will at all times indemnify the Assignor, its successors and assigns, from all costs and damages that it may at any time pay, or become liable for, on account of any action that may be commenced or prosecuted in its name, pursuant to the power given in this Agreement.

It is further agreed that the Assignee shall be entitled to receive all income and/or profits arising from the said patent rights and trade marks, provided however, the Assignee shall indemnify and save harmless the Assignor from all claims, demands, actions or causes of action which may be made or commenced against the Assignor as a Party to the said Agreement.

This Agreement shall be binding upon the parties hereto, their respective successors and assigns.

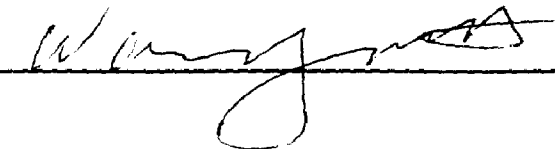
Whenever used, the singular and masculine shall be deemed to include the plural or feminine, unless context otherwise requires.

DLF DEVELOPERS LTD
successor to
VICTORY EQUIPMENT (1983) LTD.

Per:  _____

Per: _____

NEW NOBLE SERVICES LTD.

Per:  _____

SCHEDULE "A"
SALE AND EXCLUSIVE
LICENSING AGREEMENT

This agreement is dated effective the
25 day of November, 1989.

BETWEEN:

Victory Equipment (1983) Ltd.,
(hereinafter referred to as "Victory")
or "Seller")

- and -

New Noble Services Ltd., (hereinafter
referred to as "N.N.S." or Buyer")

- and -

D.L.F. Developers Ltd., (hereinafter referred
to as "D.L.F."), Sci-Rite Realty Ltd.,
(hereinafter referred to as "Sci-Rite"),
Ray Dyken, (hereinafter referred to as "Ray")
Herb Klassen, (hereinafter referred to as "Herb"),
and John Koolker, (hereinafter referred to as "John"),
all of the foregoing hereinafter collectively
referred to as the "Shareholder Parties"

RECITALS

1. Victory is the owner of certain physical assets, trade marks, products line, products, technology, technical information, and improvements, all as specified in the Agreement and attached schedules.
2. Victory will grant a license to N.N.S. to have exclusive manufacturing and marketing rights to the assets and will transfer the physical assets to N.N.S. in accordance with the terms of the Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the promises and mutual covenants herein contained and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, each of the parties hereto covenants and agrees with the other as follows:

ARTICLE I
INTERPRETATION

1.01 Definitions

In this Agreement the terms and expressions defined in Annex 1 shall have the meanings

ascribed thereto.

1.02 Attachments

Attached to and forming part of this Agreement are the following:

<u>Schedule</u>	<u>Subject Matter</u>
Annex 1	Definitions
Annex 2	Seller's Representations and Warranties
Annex 3	Miscellaneous
Annex 4	Buyer's Representations and Warranties
Schedule A	Specified Inventory
Schedule B	Other Inventory
Schedule C	Purchased Assets
Schedule D	Royalty Agreement
Schedule E	Restrictive Covenant Agreement

ARTICLE II
PURCHASE AND SALE; GRANT OF LICENSE; CLOSING

2.01 Sale of Specified Inventory

The Seller hereby agrees to sell the Specified Inventory to the Buyer, and the Buyer here agrees to purchase the Specified Inventory from the Seller, upon the terms and conditions of this Agreement in consideration of the Inventory Price.

2.02 Inventory Price

The Inventory Price payable by the Buyer to the Seller for the Specified Inventory is the amount of \$ 288,323.94 () DOLLARS (the "Inventory Price"), payable by the Buyer to the Seller at Closing. *RSA*

2.03 Other Inventory

The Buyer shall purchase the Other Inventory from the Seller at the prices set forth on Schedule B within 360 days following Closing.

2.04 Grant of Exclusive License

In consideration of the payment by N.N.S. to Victory of a non-refundable licensing fee in

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the amount of THREE HUNDRED AND FIFTY THOUSAND (\$350,000.00) DOLLARS (the "Licensing Fee") Victory grants to N.N.S. subject to section 2.05 the exclusive worldwide right and license, to use, manufacture, market and sell the Purchased Assets.

2.05 Exceptions to Exclusivity

Notwithstanding section 2.04, Victory shall retain all rights which shall include but not be limited to the Improvements, Patents, Technical Information, Trade Marks and Technology with respect to the Seed-O-Vator and parts and the use, manufacture, marketing and sale thereof within the Union of Soviet Socialist Republics ("USSR") and shall be entitled to sell, license or otherwise deal with the Seed-O-Vator within the USSR and to retain any and all benefits derived therefrom.

2.06 Purchase of Purchased Assets

N.N.S. agrees to purchase the Purchased Assets from Victory and Victory agrees to sell the Purchased Assets to N.N.S. in accordance with the following:

- (a) the purchase price for the Purchased Assets shall be the sum of SIX HUNDRED AND FIFTY THOUSAND (\$650,000.00) DOLLARS (the "Purchase Price");
- (b) the Purchase Price shall be payable by N.N.S. to Victory by N.N.S. granting to Victory a royalty on the Gross Sales Receipts (as defined in the "Royalty Agreement") of N.N.S. in accordance with the terms and conditions of the Royalty Agreement;
- (c) upon payment by N.N.S. of the Purchase Price, Victory shall, seven (7) days after the receipt of the final portion of the Purchase Price (which date is herein referred to as the "Second Closing Date"), deliver or cause to be delivered to N.N.S. the following:
 - (i) conveyances, assignments and transfers, in form and substance satisfactory to N.N.S. acting reasonably, sufficient to convey, assign and transfer the Purchased Assets to N.N.S., free and clear of all Security Interests as of the Second Closing Date, including without limitation, bills of sale, statutory instruments of conveyance, transfer or assignment;
 - (ii) a form of assignment of patent rights and trade marks with respect to the Patents and Seller's Trade Marks or as necessary to transfer to NNS, good, marketable and unencumbered title to the Patents and Seller's Trade Marks in form and content as reasonably required by N.N.S.; and
 - (iii) all originals and all copies of the Patents, Technical Information and Seller's Trade Marks in the possession of Victory;
- (d) the Purchased Assets shall remain the property of Victory, until such time as Victory has received the Purchase Price in full, subject to the rights of N.N.S. hereunder.
- (e) N.N.S. shall be entitled to accelerate payment of the Purchase Price at any time by paying to Victory an amount such that the amount so paid when added to the amount already received by Victory pursuant to the Royalty Agreement will total \$650,000.00. In such event, the Second Closing Date will occur seven days after the date of such payment and otherwise as contemplated by paragraph (c) hereof.

⊗

2.07 Termination of License

The exclusive license granted hereunder may be terminated by Victory in the event that N.N.S. defaults in payment of any amounts due to Victory in accordance with the Royalty Agreement, provided, that Victory shall first give notice of default to N.N.S. which notice shall outline the nature of the default. N.N.S. shall have a period of 15 days commencing on the date of receipt of the notice to:

- (a) cure the default, in which case the notice shall be of no further effect; or,
- (b) take issue with the default alleged by Victory and submit the subject matter of the alleged default to arbitration in accordance with the Arbitration Act (Alberta).

MADE WITHIN 15 DAYS OF RECEIPT OF VICTORY'S NOTICE AND SHALL BE.

The decision of the arbitrator shall be final and binding upon the parties. N.N.S. shall have a period of fourteen (14) days following the date the arbitrator announces his decision to cure any default found by the arbitrator. If N.N.S. does not cure any default within the time periods allowed in this section, the exclusive license shall terminate and N.N.S. shall return any Purchased Assets in its possession to Victory, failing which Victory shall have the right to repossess same. *IN SUCH EVENT VICTORY SHALL BE ENTITLED TO ROYALTIES UP TO THE DATE OF THE RETURN OF SAID ASSETS.*

2.08 Promotional Material, Dealer Lists etc.

In consideration of the sum of ONE (\$1.00) DOLLAR and the mutual covenants herein, Victory shall, on Closing, transfer and deliver to N.N.S.;

- (a) its complete inventory of pamphlets, promotional material and labels; and
- (b) copies of dealer lists, dealer histories, and computer files of dealer data including profiles.

2.09 Time and Place of Closing

Subject to the terms and conditions of this Agreement, the closing of the transactions of purchase and sale of the Purchased Assets contemplated by this Agreement (the "Closing") will take place at the offices of Peterson, Purvis at 10:00 A.M. (local time at the place of Closing) on December 29, 1969 (the "Closing Date") or at such other place, date and time as the parties may agree.

2.10 Deliveries by the Seller

- (a) At the Closing the Seller will deliver or cause to be delivered to the Buyer the following:
 - (i) two fully executed copies of this Agreement, if not delivered prior to Closing;
 - (ii) registered user agreements with respect to the Seller's Trade *MARKS* (to be registered at the Buyer's cost);
 - (iii) registered notice of grant of exclusive licence with respect to the Patents (to be registered at the Buyer's cost);
 - (iv) peaceful possession of the Purchased Assets;
 - (v) originals or copies of the Patents, Technical Information and Seller's Trade *MARKS*;

- (vi) two fully executed copies of the Restrictive Covenant Agreement;
- (vii) a registrable bill of sale with respect to the Specified Inventory;
- (viii) the Specified Inventory and the material described in section 2.08;
- (ix) an Opinion from the solicitors of the Seller confirming, among other matters, that the Seller has full power and capacity to enter into this Agreement and to perform its obligations hereunder and that the Seller has taken all steps necessary to authorize the entering into of this Agreement and the performance of its obligations hereunder.

2.11 Deliveries by the Buyer

- (a) At the Closing the Buyer will deliver or cause to be delivered the following:
 - (i) the Licensing Fee, being THREE HUNDRED AND FIFTY THOUSAND (\$350,000) DOLLARS by bank draft, solicitors trust cheque, or other certified funds; and
 - (ii) two executed copies of the Royalty Agreement;
 - (iii) two executed copies of this Agreement, if not delivered prior to Closing;
 - (iv) an Opinion from the solicitors of the Buyer confirming, among other matters, that the Buyer has full power and capacity to enter into this Agreement and to perform its obligations hereunder and that the Buyer has taken all steps necessary to authorize the entering into of this Agreement and the performance of its obligations hereunder.

2.12 Liabilities

It is agreed and acknowledged that notwithstanding anything herein contained the Buyer is not and shall not be bound to assume or become liable for any obligations, commitments, or liabilities of or claims against the Seller (whether absolute or contingent) and whether arising out of or in any way connected with the Purchased Assets or the Seller's Business or otherwise.

2.13 Allocation of Purchase Price

The Purchase Price shall be allocated to the Purchased Assets as follows:

<u>Assets</u>	<u>Allocation of Purchase Price</u>
Patents and Technical Information	149,278.00 2/3 RMA
Sellers Jigs and Fixtures	200,722.00 2/3 RMA
Seller Goodwill and Sellers Trademarks	1.00 2/3 RMA
	<hr/> 350,000.00 2/3 RMA

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2.14 Conditions to the obligations of Buyer to close

The obligation of the Buyer to complete the transactions contemplated hereby is subject to the fulfillment, on or prior to the Closing Date, of all of the following conditions, any one or more of which may be waived in whole or in part by the Buyer.

- (a) The representations and warranties of the Seller contained in this Agreement shall have been true on and as of the date made, and, except as a result of transactions contemplated hereby, on and as of the Closing Date as if made then;
- (b) The Seller shall perform in all respects all of its agreements and covenants to be performed at or before Closing under this Agreement; and
- (c) The Closing hereunder shall not violate any order or decree of any court or government body and no action or proceeding shall have been commenced, pending or threatened by any government body, regulatory agent or other person whatsoever which seeks or could result in any such order or decree or otherwise affect the ability of the parties to consummate the transactions as herein contemplated or the ability of the Buyer to carry on the Seller's Business.

2.15 Conditions to the Obligations of the Seller to Close

The obligation of the Seller to complete the transactions contemplated hereby is subject to the fulfillment of or prior to the Closing Date, of all the following conditions, any one or more of which may be waived, in whole or part, by the Seller:

- (a) The representations and warranties of the Buyer contained in this Agreement shall have been true on and as of the date made and, except as a result of transactions contemplated or permitted hereby, on as of the Closing Date as if made then; and
- (b) The Buyer shall have performed in all respects all its agreements and covenants to be performed before the Closing under this Agreement.
- (c) The Province of Alberta Treasury Branches shall have approved of the transactions contemplated by this Agreement and have agreed to release their security over the Purchased Assets, such approval and agreement to be received by the Seller no later than December 1, 1989, or such later date as the parties agree.
- (d) The Buyer shall have offered employment to Ray and Lynn Williams upon terms and conditions at least as favourable as the terms and conditions of their present employment by the Seller, or such other terms as agreed to, to be effective as and from Closing.

2.16 Non-Assignment of License

The Buyer agrees that it shall not transfer, pledge or assign the license or other rights granted to it pursuant to this Agreement unless and until it has paid the Purchase Price to the Buyer in full.

2.17

2.17 N.N.S WILL KEEP THE PURCHASED ASSETS ADEQUATELY INSURED IN A FORM AND AMOUNT AT CURRENT REPLACEMENT COST.

2.18

2.18 N.N.S. AGREES TO NOTIFY VICTORY OF ANY NOTICE OF CLAIM WHICH MAY AFFECT THE POSSESSION OF THE PURCHASED ASSETS.

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ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE SELLER

3.01 Representations and Warranties of the Seller ~~and Shareholders~~ 

The Seller represents and warrants to the Buyer each of the matters set forth on Annex 2 to this Agreement, such representations and warranties to be effective as at Closing. The Buyer shall be entitled to rely, and shall be deemed to have relied upon the representations and warranties set forth and annexed to this Agreement and such representations shall remain in full force and affect, notwithstanding any investigations conducted by or on behalf of the Buyer. Notwithstanding the Closing and notwithstanding delivery or use of any conveyancing or other transfer documentation to or by the Buyer, the representations and warranties of the Seller as set forth in this Agreement and in any certificate of statement of fact delivered in connection herewith shall survive the Closing and shall not be merged therein.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE BUYER

4.01 Representations and warranties of the Buyer

The Buyer represents and warrants to the Seller each of the matters set forth on Annex 4 of this Agreement such representations and warranties to be effective as at Closing. The Seller shall be entitled to rely and shall be deemed to have relied, upon the representations and warranties set forth in this Article IV and such representations shall remain in full force and affect, notwithstanding any investigations conducted by or on behalf of the Seller. Notwithstanding the Closing the representations and warranties of the Buyer as set forth in this Agreement and in any certificate or statement of fact delivered in connection herewith shall survive the Closing shall not be merged therein.

ARTICLE V
NON-DISCLOSURE

5.01 Non-Disclosure by Seller

The Seller acknowledges that sensitive and confidential information concerning the Buyer's business and the Purchased Assets may be made available to it and it agrees that it shall keep and shall cause the members of the Seller's board of directors, any Subsidiaries, and any officers or employees of the Seller to keep confidential any information acquired by any of them while the same were a shareholder, employee, director, or officer of the Seller or any of its Subsidiaries.

5.02 Non-Disclosure by Buyer

The Buyer acknowledges that sensitive and confidential information concerning the Seller's Business and the Purchased Assets has been and may be made available to it and it agrees that it shall keep and shall cause the members of the Buyer's board of directors, any Subsidiaries, and any officers or employees of the Buyer to keep confidential any information acquired by any of them while the same were a shareholder, employee, director or officer of the Buyer or any Subsidiary, provided, that the provisions of this section in so far as they relate to the Purchased Assets shall cease to apply at such time as the Buyer has paid the Purchase Price to the Seller in full.



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ARTICLE VI
ADDITIONAL COVENANTS OF THE PARTIES

6.01 Further Assurances

Subject to the terms and conditions of this Agreement the Seller, and Buyer agree to use all reasonable efforts to take, or cause to be taken, all action or to do or cause to be done, all things, proper or advisable under applicable laws and regulations to carry out all of their respective obligations under this Agreement and consummate and make effective and the transactions contemplated hereby. From time to time after the Closing Date, without further consideration the Seller will, at the Buyer's expense, execute and deliver such documents to the Buyer as the Buyer may reasonably request in order to more effectively consummate the transactions contemplated pursuant to this Agreement.

6.02 Name

Victory shall be entitled to continue to carry on business as "Victory Equipment (1983) Limited".

6.03 Seller's Employees

(a) The Seller agrees to terminate the employment by the Seller of all employees employed by the Seller in connection with the Seller's Business (the "Seller's Employees") effective ~~the Closing Date~~. *DECEMBER 31 1997* The Seller shall be responsible to pay to the Seller's Employees all amounts due to such employees arising as a result of their employment by the Seller, including, wages, vacation pay, statutory deductions (including Canada Pension, Unemployment Insurance, Workers Compensation and the like) up to the Closing Date and any amounts payable or which may become payable to such employees as a result of the termination of employment by the Seller.

(b) Subject to Closing of the transactions contemplated hereby, the Buyer agrees to offer employment to the Seller's Employees (excepting only the Controller), effective on the Closing Date immediately following the termination of such employees by the Seller, upon the same terms and conditions as are then applicable to employees of the Buyer employed in similar capacities. The Seller acknowledges that in some cases the employment offered by the Buyer may be at a lower wage, have different duties expected of the employee or otherwise vary from the present terms applicable to the Seller's Employees.

6.04 Specific Employees

The Buyer agrees to offer employment to Ray and Lynn Williams in accordance with the terms of employment agreements to be negotiated with such employees prior to Closing.

ARTICLE VII
BROKERS, EXPENSES, NOTICES

7.01 Brokers

The Seller and the Principals jointly and severally represent to the Buyer that they have not, directly, or indirectly employed any broker, finder, or intermediary connection with the transactions contemplated hereby who might be entitled to a fee commission upon the execution and consummation of

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PATENT

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the transactions contemplated hereby.

7.02 Expenses

Except as specifically provided herein, all legal and other cost expenses in connection with this Agreement and the transactions contemplated hereby shall be payable by the party which incurred such costs and expenses.

7.03 Notices

All notices and other communication hereunder shall be in writing and shall be deemed received when delivered personally to the parties at the following addresses (or at such other address for a party which that party shall have specified by later notice):

(a) If to the Seller: Victory Equipment (1988) Limited
510 - 36th Street North
Lethbridge, Alberta
T1H 5H6

Attention: Mr. R. Dykes

(b) If to the Buyer: New Noble Services Ltd.
Box 359
Nobleford, Alberta
T0L 1S0

Attention: Mr. W. Krywolt

(c) If to any Shareholder Party: c/o THE RESPECTIVE COMPANY.



Any such notice or other communication shall be effective upon delivery.

**ARTICLE VIII
MISCELLANEOUS: EXECUTION**

8.01 Miscellaneous

The provisions set forth in Annex 3 hereto are incorporated herein and form part hereof.

8.03 Risk of Loss

From the date of this Agreement to the Second Closing Date the Purchased Assets shall be and remain at the risk of the Seller.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the date



first written above.

NEW NOBLE SERVICES LTD.

Per: W. [Signature]

Per: R.M. [Signature]

VICTORY EQUIPMENT (1983) LIMITED

Per: [Signature]

Per: [Signature]

RAYMOND DYKEN

Herb Klassen
Witness to the Signature of
Raymond Dyken

Herb Klassen
HERB KLASSEN

[Signature]
Witness to the Signature of
Herb Klassen

[Signature]
JOHN KOOIKER

[Signature]
Witness to the Signature of
John Kooiker

D.L.F. DEVELOPERS LTD.

Per: [Signature]

Per: _____

SEL-RITE REALTY LTD.

Per: Herb Klassen

Per: _____

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[Signature]
[Signature]

Annex 1 to the Sale and Exclusive License Agreement
between Victory Equipment (1983) Ltd. and
New Noble Services Ltd.

DEFINITIONS

In the Agreement to which this Annex is attached and forms a part, and in the Recitals thereto, the following terms and expressions have the meanings respectively ascribed to them below:

"Agreement" means the Sale and Exclusive License Agreement to which this Annex 1 is attached, as amended from time to time, including all Annexes and Schedules hereto and the expression "Agreement" or this "Agreement", "herein", "hereto", "hereof", and similar expressions mean and refer to this Agreement and include any agreement amending this Agreement or any agreement or instrument which is supplemental or ancillary hereto or in implementation hereof; and the expressions "section", "subsection", "clause", "sub-clause" and "Paragraph" followed by a number of letter or combination thereof or "Annex" or "Schedule" followed by a letter of number mean and refer to the specified section, subsection, clause, sub-clause, paragraph of, Schedule or Annex to this Agreement.

"Applicable Law" means, in relation to any Person, transaction or event all applicable provisions of laws, statutes, rules, regulations, official directives and orders or all governmental and non-governmental bodies (whether administrative, legislative, executive or otherwise) and all judgments, orders and decrees of all courts, arbitrators, commissions or bodies exercising similar functions, in actions or proceedings in which the Person in question is a party or by which it is bound or having direct or indirect or indirect application to the transaction or event.

"Business Day" means a day on which banks are open for transaction of commercial business in Lethbridge and Calgary.

"Buyer" means New Noble Services Ltd.

"Closing" means the closing referred to in Section 2.09.

"Closing Date" has the meaning ascribed thereto in Section 2.09.

"Improvements" shall mean all developments and modifications of, and changes or improvements to the Technology, whether or not patented or patentable that the Seller has made to the Products prior to Closing, together with any Technical Information relating to the Improvements;

"Indebtedness" means with respect to a Person without duplication:

- (a) all liabilities and obligation of such Person;
- (b) the amount of all obligations secured by any Security Interest to which any property or asset owned or held by or for such Person is subject;
- (c) all capitalized lease obligations and all obligations with respect to leases constituting part of a sale and lease-back arrangement;
- (d) the Person's liability, due or not due, for unpaid taxes, governmental charges, rates or assessments and interest, penalties and fines in respect thereof.

"Other Inventory" means the inventory of the Seller set forth on Schedule "B".

"Patents" means the patents issued and patent applications filed by the Seller or the Principals and more particularly described in Schedule "C" hereto, including any patents issued pursuant thereto, any reissues or renewals thereof, and supplementary disclosures thereto;

"Person" means an individual, partnership, corporation, joint venture, incorporated or unincorporated organization or association, trust, trustee in bankruptcy, receiver, government or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual.

"Products" means the products listed in Schedule "C" hereto;

"Purchased Assets" means:

- (a) the Patents;
- (b) the Technical Information;
- (c) the Seller's Trade Marks;
- (d) the Seller's Goodwill;
- (e) the Seller's Jigs and Fixtures
- (f) the Technology; and
- (g) the Products.

"Purchase Price" has the meaning ascribed thereto in Section 2.06.

"Restrictive Covenant Agreement" means the form of non-competition agreement attached hereto as Schedule D and executed by the Buyer, the Principals and the Seller as of the date hereof.

"Royalty" means the royalty amounts payable by the Buyer to the Seller from time to time pursuant to and in accordance with the Royalty Agreement.

"Royalty Agreement" means the royalty agreement granted by the Buyer to the Seller at Closing substantially in the form attached hereto as Schedule D.

"Securities" has the meaning ascribed thereto in the Securities Act (Alberta) as at the date hereof.

"Security Interest" means any assignment as a mortgage, pledge, charge, lien or other security interest whatsoever, howsoever created or arising, whether absolute or contingent, fixed or floating, legal or equitable, and includes any right of set-off and any agreement or undertaking to create, grant or assume any of the foregoing.

"Seller" means Victory Equipment (1983) Limited.

"Seller's Goodwill" means the goodwill of the Seller's in relation to the Purchased Assets.

"Seller's Sales Materials" means all customer lists, sales and credit histories, dealer lists, pamphlets, order forms, or promotional or sales materials used by the Seller in conducting the Seller's Business.

"Seller's Jigs and Fixtures" means all jigs, fixtures and tooling as set forth on Schedule "C" hereto annexed, owned by the Seller for use in the manufacture of the Products.

PATENT

REEL: 9857 FRAME: 0585

"Seller's Trade Marks" means the trade marks, designs, logo's, emblems or other methods of identification as set forth on Schedule "C" hereto.

"Specified Inventory" means the inventory of the Seller set forth on Schedule "A" hereto.

"Subsidiary" of a corporation ("parent") means a corporation (the "subject corporation") (i) that is controlled in fact by the parent, (ii) in respect of which the parent, the parent and any other corporations each of which is a Subsidiary of the parent, or any other corporation(s) each of which is a Subsidiary of the parent, own(s) beneficially, directly or indirectly, at least 50% of the voting Securities of the subject corporation and such voting Securities of the subject corporation and such voting Securities are sufficient to elect a majority of the board of directors of the subject corporation, or (iii) in respect of which the parent otherwise possesses the ability (whether or not exercised) to control or direct the policies, business and affairs, including by elections to its board of directors, in each of cases (i), (ii), and (iii) directly or indirectly, in any manner.

"Technical Information" shall mean any trade secrets, research or development data and know how relating to our used or useful in connection with the Technology, whether or not patentable, or in written, machine readable, drawing or oral form including without limitation engineering or scientific information, processes and formulae, manufacturing data and procedures, designs for machinery, plant, apparatus and equipment, all records, reports, data drawings, designs, photographs, models, specifications and blue prints relating to the Technology or any method, product, apparatus or article used in producing Products with or from the Technology.

"Technology" means:

- (a) the inventions in which the exclusive property or privilege is claimed in the Patents; and
- (b) the Improvements; and
- (c) the inventions, knowledge, know-how and techniques used in the design production and manufacture of the Products.

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TOTAL P.14

Schedule "B"

Canadian Patents

<u>Number</u>	<u>Year</u>	<u>Title</u>
#1,088,325	1980	Pick-up tine
#1,089,656	1980	Draper Pick-up tine
#1,178,850	1984	Combination seeder and Fertilizer Shovels for Air Seeding Devices

U.S. Patents

<u>Number</u>	<u>Year</u>	<u>Title</u>
#4,189,907	1980	Pick-up Tine
#4,437,296	1984	Draper Pick-up Tine
#4,878,545	1989	Agricultural Implement With Foldable Wing

Trade Marks

<u>Number</u>	<u>Year of Registration</u>
277,765	1983
281,533	1983
286,029	1983
294,011	1984
323,891	1987
335,495	1987
336,595	1988

**SCHEDULE "C" TO THE SALE AND EXCLUSIVE
LICENSE AGREEMENT BETWEEN VICTORY
EQUIPMENT (1983) LTD. AND NEW NOBLE SERVICES
LTD.**

Patents

Canadian Patents

<u>NUMBER</u>	<u>YEAR</u>	<u>TITLE</u>
✓ 1,088,325	1980	PICK-UP TINE
✓ 1,089,656	1980	DRAPER PICK-UP TINE
✓ 1,099,930	1981	WINDROW PICK-UP ASSEMBLIES
✓ 1,178,850	1984	COMBINATION SEEDER AND FERTILIZER SHOVELS FOR AIR SEEDING DEVICES

PATIENT APPLICATION

SERIAL NUMBER

542,531

FILING DATE

July 20, 1987

TITLE

AGRICULTURAL IMPLEMENT
WITH FOLDABLE WING
OSCILLATING HARROW

N/A

September 29, 1989

U.S. Patents

<u>NUMBER</u>	<u>YEAR</u>	<u>TITLE</u>
✓ 4,189,907	1980	PICK-UP TINE
✓ 4,437,296	1984	DRAPER PICK-UP TINE
✓ 4,878,545	1989	AGRICULTURAL IMPLEMENT WITH FOLDABLE WING

Seller's Trade Marks

TRADE MARK NUMBER

YEAR OF REGISTRATION

277,765	1983
281,533	1983
286,029	1983
294,011	1984
323,891	1987
335,495	1987
336,595	1988

[Handwritten Signature]
TOTAL P.02

DATED:

A.D. 1998

BETWEEN: .

**D.L.F. DEVELOPERS LTD., the successor to
VICTORY EQUIPMENT (1983) LTD.**

- and -

NEW NOBLE SERVICES LTD.

ASSIGNMENT

**DAVIDSON & WILLIAMS
BARRISTERS AND SOLICITORS
LETHBRIDGE, ALBERTA
FILE #35,775/WCRD**