

FORM PTO-1595 (Modified)
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P08/REV03

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
and Trademark Office

PATENTS C

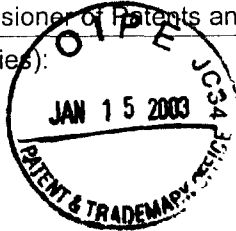
01-22-2003

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To the Honorable Commissioner of Patents and Trademarks: Please



or copy thereof.

1. Name of conveying party(ies):
Gregory John Balsdon



2. Name: **102343631**

Name: **Allie's Wholesale Garden Supplies Ltd.**

Internal Address:

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Street Address: **9850 201st Street**

Langley, British Columbia, V1M 4A3

City: _____ State: _____ ZIP: _____

Execution Date: **November 9, 2002 and November 13, 2002**

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

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

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)

29/164,506

Additional numbers attached? Yes No

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

Name: **Sean S. Wooden, Reg. No. 43,997**

Internal Address: **Dorsey & Whitney LLP**

Street Address: **1001 Pennsylvania Avenue, N.W.**

Suite 400 South

City: **Washington** State: **DC** ZIP: **20004**

6. Total number of applications and patents involved: **1**

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

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

04-1425

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

01/21/2003 DBYRNE 00000120 29164506

DO NOT USE THIS SPACE

9. Statement and signature. **40.00 OP**

01 FC:0021
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.

Sean S. Wooden, Reg. No. 43997

January 15, 2003

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: **9**

ASSIGNMENT

WHEREAS, the undersigned, **Gregory John Balsdon**, a citizen of Canada residing at 15875 - 84th Avenue, Surrey, British Columbia, V3N 2N5 (the "**ASSIGNOR**"), has authored or invented a new design for a seed cover as more particularly described in Schedule "A" hereto and as described and claimed in:

- a) Canadian Industrial Design Application 98371 (previously Canadian Intellectual Property Office file number 2002-0106) filed on or about January 14, 2002; and
- b) United States Design Patent Application filed on or about July 24, 2002 claiming priority from the said Canadian filing

(and hereinafter referred to as the "**Design**");

AND WHEREAS ASSIGNOR wishes to assign to **Allie's Wholesale Garden Supplies Ltd.**, 9850 - 201st Street, Langley, British Columbia, V1M 4A3 ("**ASSIGNEE**") all right, title and interest in, to and under any and all intellectual property rights associated with, arising from or embodied in the Design, including but not limited to, all copyrights, mask works, industrial designs, patents, utility models, design patents, petty patents and all present and future registrations and applications for registration of the Design throughout the world (the "**RIGHTS**");

AND WHEREAS ASSIGNEE and ASSIGNOR have already executed an Assignment of said RIGHTS with signatures dated June 6, 2002 (the "**FIRST ASSIGNMENT**") and which FIRST ASSIGNMENT contained certain inaccuracies or misstatements;

NOW THEREFORE, in consideration of ten Canadian dollars (CAN\$10.00) and other good and valuable consideration paid by the ASSIGNEE to the ASSIGNOR, the receipt and sufficiency of which ASSIGNOR hereby acknowledges, the parties hereby restate and replace the FIRST ASSIGNMENT and the said ASSIGNOR hereby confirms that he has sold, assigned, transferred and quit claimed, and by these presents does hereby sell, assign, transfer and quit claim to the ASSIGNEE the entire right, title and interest in and to the RIGHTS associated with the Design in all countries and jurisdictions of the world, including without limitation:


- a) the right to file applications for patents, design patents, industrial design applications and substitute, divisional, continuation, continuation-in-part, reissue or extension applications therefor in all countries and jurisdictions of the world, and to do so in the names of the ASSIGNOR or in the ASSIGNEE'S own name wherever such right may be legally exercised, and all right, title and interest in, to and under such applications and all registrations granted on or as the result of such applications and any reissues or extensions thereof; and
- b) the right to claim available benefits under the International Convention for the Protection of Industrial Property, or any like treaties or laws.

The ASSIGNOR hereby agrees, without further consideration but without expense to himself, to sign all lawful papers and perform all other lawful acts which the ASSIGNEE may request to make this Assignment fully effective and to enforce the ASSIGNEE'S interest in the Design and any registration thereof including, without limitation, to promptly execute all original, substitute, divisional, continuation, continuation-in-part, reissue, extension and other applications for patents, design patents, and industrial design registrations of the Design, all lawful assignments which may be requested in relation to such applications and all patents, design patents, industrial design registrations or other registrations granted on or as the result of such applications and any reissues or extensions thereof.

ASSIGNOR hereby agrees that ASSIGNEE may publish, use, edit or modify the Design as ASSIGNEE considers appropriate without restriction, including publication in any form or medium now known or later developed. ASSIGNOR hereby waives all "moral RIGHTS" and "droits d'auteur" pertaining to the Design whether now existing or coming into effect in the future, including, without limitation, the "right of paternity" and the "right of integrity". ASSIGNOR hereby irrevocably nominates, appoints and constitutes ASSIGNEE as his true and lawful attorney, with power, coupled with an interest, to do all things and execute and deliver all documents on his behalf as may be required to effect, register, record or otherwise perfect the assignment set out herein, and to execute any instruments required therefor, with the power of substitution and delegation. The ASSIGNOR hereby agrees that this Assignment and Agreement shall be binding upon his heirs, successors, assigns and legal representatives.

DATED with effect as of the 6th day of June 2002.

ASSIGNOR

 NOV 9 / 2002
Gregory John Balsdon (Date)

Allie's Wholesale Garden Supplies Ltd., hereby accepts the foregoing assignment.


By:  NOV 13 / 02
(Signature) (Date)

Timothy C. Walker
(Print Name)

Its: Vice President

CERTIFICATE OF EXECUTION

On this 09 day of Nov, 2002, before me, a Notary Public in and for British Columbia, personally appeared Gregory John Balsdon, known to me to be the same Gregory John Balsdon described in the foregoing Assignment of rights in a Seed Dome design to Allie's Wholesale Garden Supplies Ltd., who signed the same in my presence and who declared to me that he has read the same and knows the contents thereof, and that he executed the same as his free act and deed for the purposes therein set forth.

(Print Name)


(Signature) Notary Public

My Commission is for life.

DHAMA S. SAHOTA
Notary Public
8689 - 120th Street
Delta, B.C. V4C 6R4
594-9700

No Advice Requested
nor given, Attested
to only but not drawn
by Dhama S. Sahota