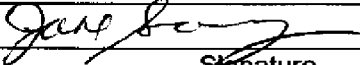


Form PTO-1595 (Rev. 06/04)
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY	
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
1. Name of conveying party(ies)/Execution Date(s): Tiger Sunbelt Industries, Inc. Enersul, Inc. E.S. Investments Inc. Tiger Industries, Limited Partnership Execution Date(s) 4-29-2005 Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: H.J. Baker & Bros., Inc. Internal Address: _____ Street Address: 228 Saugatuck Avenue City: Westport State: CT Country: USA Zip: 06880-6425 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____	4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) _____ B. Patent No.(s) 6,749,659 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Name and address to whom correspondence concerning document should be mailed: Name: Paul, Hastings, Janofsky & Walker LLP Internal Address: _____ Street Address: P.O. Box 919092 City: San Diego State: CA Zip: 92191-9092 Phone Number: (858) 720-2575 Fax Number: (858) 720-2555 Email Address: janesong@paulhastings.com	6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 1.21 (h) & 3.41) \$ 40.00 <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title) 8. Payment Information a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number 50-2613 Authorized User Name _____
9. Signature:  Signature Date May 11, 2005 Jane I. Song, Registration No. 48,073 Name of Person Signing Total number of pages including cover sheet, attachments, and documents: 6	

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 502613 6749659

PATENT ASSIGNMENT AGREEMENT

27th This PATENT ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of April 27th, 2005 (the "Effective Date"), by and among H.J. BAKER & BROS., INC., a Delaware corporation ("Purchaser"), TIGER SUNBELT INDUSTRIES, INC., a Delaware Corporation ("Tiger"), ENERSUL INC., a corporation organized under the laws of Alberta, Canada ("Enersul"), E.S. INVESTMENTS INC., a corporation organized under the laws of Alberta, Canada ("E.S. Investments"), and TIGER INDUSTRIES, LIMITED PARTNERSHIP, an Alberta, Canada limited partnership ("TIGER LP"). Tiger, Enersul, E.S. Investments, and Tiger LP are referred to herein collectively as the "Sellers."

RECITALS

WHEREAS, the parties have entered into an Asset Purchase Agreement, dated as of January 6, 2005 (the "Asset Purchase Agreement"), providing for, among other things, the sale of the Sellers' entire right, title, and interest in and to the patents and patent applications listed in Exhibit A (the "Patents"); and

WHEREAS, the Sellers desires to sell to the Purchaser, and the Purchaser desires to purchase from the Sellers, the Seller's entire right, title, and interest in and to the Patents under the terms and conditions provided herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which each party hereby acknowledges, the parties hereby agree as follows:

AGREEMENT

1. ASSIGNMENT. Subject to the closing of the asset purchase contemplated by the Asset Purchase Agreement, Sellers hereby irrevocably and unconditionally sell, assign, transfer, and convey to the Purchaser the Sellers' full right, title, and interest in (i) the Patents, (ii) foreign counterparts of the Patents, and (iii) all patents and patent applications claiming priority from the Patents or their foreign counterparts, including, but not limited to, divisions, reissues, reexaminations, substitutions, continuations, continuations-in-part, and extensions thereof (collectively, the "Assigned Patents"), together with all rights, claims, actions, and causes of action, including the right to sue for past infringement, that the Sellers may have against any third party to the extent related to the Assigned Patents. The Sellers authorize and request the Commissioner of Patents and Trademarks of the United States to issue any Letters Patent which may be granted on any applications included in the Assigned Patents to the Purchaser as assignee of the entire right, title and interest therein and thereto.

2. FURTHER ASSURANCE. The Seller agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and other papers in connection therewith reasonably necessary to perfect such right, title, and interest in the Purchaser, its successors, assigns, and legal representatives.

3. GOVERNING LAW. Any dispute arising under this Agreement will be governed in all respects by the laws of the State of Connecticut without giving effect to the principles of conflict

of laws. The state and federal courts located in the State of Connecticut will have sole jurisdiction over any such dispute, and the parties hereby irrevocably submit to the personal jurisdiction of such courts.

4. MISCELLANEOUS. If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby and the illegal, invalid, or unenforceable provision will be deemed modified such that it is legal, valid, and enforceable and accomplishes the intention of the parties to the fullest extent possible. The failure of either party to enforce any provision of this Agreement, unless waived in writing by such party, will not constitute a waiver of that party's right to enforce that provision or any other provision of this Agreement. The headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one agreement.

[SIGNATURE PAGE FOLLOWS.]

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HJ BAKER

PAGE 03/21

04/28/2005 19:20 FAX

IN WITNESS WHEREOF, the Sellers has caused this instrument to be executed by its duly authorized corporate officers, effective as of the date first written above.

HJ BAKER & BROS., INC.By: 

Name: Mr. David M. Smith

Title: Executive Vice President

ENERSUL INC.

By: _____

Name: _____

Title: _____

TIGER INDUSTRIES, LIMITED PARTNERSHIP

By: _____

Name: _____

Title: _____

TIGER SUNBELT INDUSTRIES, INC.

By: _____

Name: _____

Title: _____

E.S. INVESTMENTS INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Sellers has caused this instrument to be executed by its duly authorized corporate officers, effective as of the date first written above.

H.J. BAKER & BROS., INC.

By: _____

Name: Mr. David M. Smith

Title: Executive Vice President

ENERSUL INC.By: K.P. OwiName: Ken FischlTitle: Vice President**TIGER INDUSTRIES, LIMITED PARTNERSHIP**By: K.P. OwiName: Ken FischlTitle: Vice President**TIGER SUNBELT INDUSTRIES, INC.**By: K.P. OwiName: Ken FischlTitle: Vice President**E.S. INVESTMENTS INC.**By: K.P. OwiName: Ken FischlTitle: Vice President

EXHIBIT A**PATENTS**

1. United States Patent Number 6,749,659B1 for a Controlled Release Rate Fertilizer and Methods for Making Same.
2. United States Patent Application "Controlled Release Rate Fertilizers and Methods of Making Same" (09/974772) and Canadian counterpart.