

02-28-2005

RECORDATION FORM COVER SHEET  
**PATENTS ONLY**



102949072

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):**

Batco Manufacturing, Ltd.

Execution Date(s) May 18, 2004

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

**3. Nature of conveyance:**

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: Ag Growth Industries Limited Partnership

Internal Address: \_\_\_\_\_

Street Address: 74 Provincial Road, 205 East

City: Rosenort

State: Manitoba

Country: \_\_\_\_\_ Zip: R0G 1W0

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

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

A. Patent Application No.(s) \_\_\_\_\_

☐ This document is being filed together with a new application.

B. Patent No.(s) 6,120,233

Additional numbers attached? ☐ Yes ☒ No

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

Name: Daniel A. Rosenberg

Davis, Brown, Koehn, Shors & Roberts, P.C.

Internal Address: \_\_\_\_\_

Street Address: Suite 2500, The Financial Center

666 Walnut Street

City: Des Moines

State: Iowa Zip: 50309-3993

Phone Number: 515-288-2500

Fax Number: 515-243-0654

Email Address: dan.rosenberg@lawiowa.com

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

1

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☒ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 12-2250

Authorized User Name \_\_\_\_\_

**9. Signature:**

*Emily E. Harris*

Signature

February 17, 2005

Date

Emily E. Harris

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: ☐

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

#1130007

**PATENT**  
**REEL: 016290 FRAME: 0744**

Tab settings ⇌ ⇌ ⇌

To the honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Batco Manufacturing, Ltd.

2. Name and address of receiving party(ies)  
Name: Ag Growth Industries Limited Partnership  
Internal Address: \_\_\_\_\_

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

3. Nature of conveyance:

☒ Assignment ☐ Merger

☐ Security Agreement ☐ Change of Name

☐ Other \_\_\_\_\_

Street Address: 74 Provincial Road 205 East

City: Rosenort State: Manitoba Zip: R0G 1W0

Execution Date: May 18, 2004

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

4. Application number(s) or patent number(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) 6,120,233

Additional numbers attached? ☐ Yes ☒ No

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

Name: Daniel A. Rosenberg

Davis, Brown, Koehn, Shors & Roberts, P.C.

Internal Address: \_\_\_\_\_

Street Address: Suite 2500, The Financial Center

666 Walnut Street

City: Des Moines State: Iowa Zip: 50309-3993

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:

12-2250

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

DO NOT USE THIS SPACE

9. 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.*

Daniel A. Rosenberg

Name of Person Signing

Daniel A. Rosenberg  
Signature

7-1-04  
Date

Total number of pages including cover sheet, attachments, and documents: ☐

07/07/2004 LMUELLER 00000091 6120233

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Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

#1064164

PATENT  
REEL: 016290 FRAME: 0745

## SECURITY INTEREST IN INTELLECTUAL PROPERTY

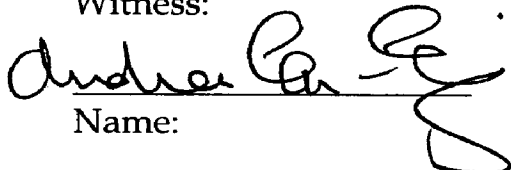
WHEREAS, Ag Growth Industries Limited Partnership ("Debtor"), with offices at 74 Provincial Road 205 East, Rosenort, Manitoba, R0G 1W0, is the owner of the patents and trade-marks set forth in Exhibit 1, and the registrations and applications for said patents and trademarks as identified therein as well as the underlying goodwill of said trade-marks (hereinafter referred to the "Patents and Trade-marks");

WHEREAS, The Toronto-Dominion Bank ("Creditor"), with offices at 4<sup>th</sup> Floor, 201 Portage Avenue, Winnipeg, Manitoba, R3C 2T2, entered into a general security agreement with Debtor (the "Security Agreement") dated April 29<sup>th</sup>, 2004, by which Debtor granted to Creditor a secured interest in certain property, including the Patents and Trade-marks, in consideration for a commercial loan;

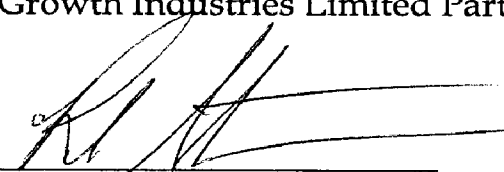
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and in accordance with the terms and obligations set forth in the "Security Agreement", Debtor hereby confirms grant to the Creditor of a secured interest in and to the patents and trade-marks set forth in Exhibit 1 and the registrations and applications for said patents and trade-marks as identified therein and that underlying goodwill of said trade-marks.

Ag Growth Industries Limited Partnership

Witness:

  
Name:

By:



Name: Rob Stenson

Title: President

Dated: May 18<sup>th</sup>, 2004

PATENT

R  EL: 016290 FRAME: 0746

**EXHIBIT "A"****TRADEMARKS - CANADA**

| <b>Mark</b>                    | <b>Application No.</b> | <b>Registration No.</b> |
|--------------------------------|------------------------|-------------------------|
| WESTFIELD                      | 721751                 | TMA422052               |
| WESTFIELD DESIGN               | 570980                 | TMA331455               |
| SEED SHUTTLE                   | 1090138                | N/A                     |
| PICK UP WITH US<br>DESIGN      | 1058199                | TMA566471               |
| VICTORY EQUIPMENTS<br>DESIGN   | 1008939                | TMA549208               |
| WHEATHEART                     | 523294                 | TMA301580               |
| WHEATHEART DESIGN              | 523286                 | TMA303478               |
| WESTFIELD AG<br>GROWTH LEASING | 1216133                | N/A                     |

**TRADEMARKS - UNITED STATES**

| <b>Mark</b>      | <b>Application No.</b> | <b>Registration No.</b> |
|------------------|------------------------|-------------------------|
| WESTFIELD DESIGN | 73/627,659             | 1,641,037               |
| WESTFIELD        | 74/358,832             | 1,794,696               |
| SEED SHUTTLE     | 75/600,297             | 2,314,080               |

PATENTS - CANADA

| <b>Title</b>                                | <b>Appl'n/Reg'n No.</b> | <b>Filing/Issue Date</b>  |
|---|-------------------------|---------------------------|
| PARTICULATE<br>MATERIAL HANDLING<br>SYSTEMS | 2,421,534               | Filed: March 10, 2003     |
| HYDRAULIC CYLINDER<br>FOR GRAIN AUGERS      | 2,185,377               | Issued: November 14, 2000 |
| AUGER SCREW                                 | 1,206,115               | Issued: June 17, 1986     |

PATENTS - UNITED STATES

| <b>Title</b>                                | <b>Appl'n/Reg'n No.</b> | <b>Filing/Issue Date</b>                       |
|---|-------------------------|--|
| BULK SEED CARRIER                           | 6,120,233<br>09/644,784 | Issued: Sept. 19, 2000<br>Filed: Aug. 23, 2000 |
| PARTICULATE<br>MATERIAL HANDLING<br>SYSTEMS | 10/388,875              | Filed: March 14, 2003                          |
| HYDRAULIC CYLINDER<br>FOR GRAIN AUGERS      | 5,873,447               | Issued: February 23, 1999                      |

# CERTIFICATE OF NOTARY PUBLIC

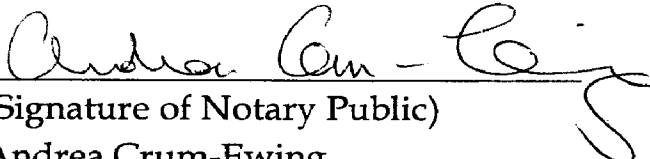
**RE:** Assignment by Batco Manufacturing Ltd. ("Assignor") to Ag Growth Industries Limited Partnership ("Assignee"), of its right, title and interest in and to certain trademarks (the "Trademark", as defined in Schedule A to the Assignment) pursuant to the terms and conditions of the assignment agreement between the Assignee and the Assignor dated May 18, 2004 (the "Assignment")

I, Andrea Crum-Ewing, being a lawfully appointed Notary Public in and for the Province of Ontario, by Royal Authority duly appointed, residing at the City of Toronto, in the said Province, DO HEREBY CERTIFY that:

7. On May 18, 2004, I was personally present and did see Robert Stenson, who is personally known to me, duly sign the Assignment.
8. The said Robert Stenson confirmed to me that he is one and the same person as "Robert Stenson", an authorized signatory for Batco Manufacturing Ltd., the owner of the Trademark.

In testimony whereof I have hereto subscribed my name and affixed my Notarial Seal of Office at the City of Toronto, Ontario, this 18th day of May, 2004.

Affix Seal of Notary Public

  
(Signature of Notary Public)  
Andrea Crum-Ewing  
1 Anderson Avenue  
Toronto, Ontario  
M5P 1H2

# ASSIGNMENT

**Batco Manufacturing Ltd.**

Address: **2-250 Central Avenue North, Swift Current, Saskatchewan, S9H 0L2**

(hereinafter called ASSIGNOR)

in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby sell, assign and transfer to:

**Ag Growth Industries Limited Partnership**

Address: **74 Provincial Road 205 East, Rosenort, Manitoba, R0G 1W0**

(hereinafter called ASSIGNEE)

and its successors and assigns,

- (i) ASSIGNOR'S entire right, title and interest in the patent and application in the attached Schedule "A", to be held and enjoyed by ASSIGNEE to the full end of the term for which the said patent is granted and maintained, and for which a patent for said application is granted and maintained, as fully and entirely as the same could have been held and enjoyed by ASSIGNOR, and;
- (ii) the right to take action and recover in respect of any infringement of the patent and application that took place prior to the date of this Assignment.

EXECUTED at Toronto, Canada this 18th day of May 2004  
(City and Country) (Day) (Month)

**Batco Manufacturing Ltd.**

Witness:

Andrew Cum-Ewing  
Signature

Andrew Cum-Ewing  
Name

Per: Rob Stansen  
Title: President

Date:

**SCHEDULE "A"****UNITED STATES**

| <b>Title</b>                                | <b>Appl'n/Reg'n No.</b> | <b>Filing/Issue Date</b>                       |
|---|-------------------------|--|
| BULK SEED CARRIER                           | 6,120,233<br>09/644,784 | Issued: Sept. 19, 2000<br>Filed: Aug. 23, 2000 |
| PARTICULATE<br>MATERIAL HANDLING<br>SYSTEMS | 10/388,875              | Filed: March 14, 2003                          |

Security Agreement to:

The Toronto-Dominion Bank  
4<sup>th</sup> Floor  
201 Portage Avenue  
Winnipeg, Manitoba, R3C 2T2

#1064165

RECORDED: 02/23/2005

PATENT  
REEL: 016290 FRAME: 0752