

Form PTO-1595 (Rev. 08/08)
 OMB No. 0651-0027 (exp. 9/30/2008)

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)
 Roberts Group Holdings LLC
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Roberts Irrigation Products, Inc.
 Internal Address: _____
 Street Address: 700 Rancheros Dr.
 City: San Marcos
 State: California
 Country: United States of America Zip: 92069
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):
 Execution Date(s) 03 December 2007
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

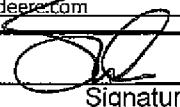
4. Application or patent number(s): This document is being filed together with a new application.
 A. Patent Application No.(s)
 B. Patent No.(s)
6,460,786; 6,588,680; 6,632,306
 Additional numbers attached? Yes No

6. Total number of applications and patents involved: 3 (three)

5. Name and address to whom correspondence concerning document should be mailed:
 Name: DEERE & COMPANY
 Internal Address: PATENT DEPARTMENT
 Street Address: ONE JOHN DEERE PLACE
 City: MOLINE
 State: IL Zip: 61265
 Phone Number: 309-765-5075
 Fax Number: 309-749-0083
 Email Address: patmolineuspto@johndeere.com

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120.00
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information
 Deposit Account Number 04-0525
 Authorized User Name Scott C. Clair

9. Signature:  9/9/08
 Signature Date
 Name of Person Signing: Scott D. Clair
 Total number of pages including cover sheet, attachments, and documents: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$120.00 040525 6460786

A0670419

State of California
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

DEC. 19 2007

DEBRA BOWEN
Secretary of State

A0670419

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

DEC 18 2007

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of this 3rd day of December 2007, is entered into by and between Roberts Group Holdings, LLC ("Group Holdings"), a California limited liability company and Roberts Irrigation Products, Inc. ("Roberts Irrigation"), a California corporation. Group Holdings and the Surviving Corporation are hereinafter sometimes collectively referred to as the "Constituent Corporations."

WITNESSETH:

WHEREAS, Group Holdings is a limited liability company duly organized and existing under the laws of the State of California;

WHEREAS, Roberts Irrigation is a corporation duly organized and existing under the laws of the State of California;

WHEREAS, the Managers and Board of Directors, respectively, of Group Holdings and Roberts Irrigation have determined that it is advisable and in the best interests of each of such companies and its respective members and stockholders that Group Holdings merge with and into Roberts Irrigation upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, the sole member and the sole stockholder, respectively, of Group Holdings and Roberts Irrigation have approved this Agreement, by execution of a written consent in accordance with Section 1113(g) of the California Corporation Code;

NOW, THEREFORE, in consideration of the premises and mutual agreements and covenants herein contained, Group Holdings and Roberts Irrigation, intending to be legally bound, hereby agree as follows:

1. Merger. Group Holdings shall be merged with and into Roberts Irrigation (the "Merger") such that Roberts Irrigation shall be the surviving corporation (hereinafter

PATENT

REEL: 021502 FRAME: 0444

referred to as "Surviving Corporation"). Appropriate documents necessary to effectuate the Merger shall be filed with the Secretary of State of the State of California pursuant to Section 1113 of the California Corporation Code, and the Merger shall become effective at the time provided by applicable law (the "Effective Time").

2. **Governing Documents:** The Articles of Incorporation of Roberts Irrigation, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation without change or amendment and the By-laws of Roberts Irrigation, as in effect immediately prior to the Effective Time, shall be the By-laws of the Surviving Corporation without change or amendment.

3. **Officers and Directors:** The persons who are officers and directors of Roberts Irrigation immediately prior to the Effective Time shall, immediately after the Effective Time, be the officers and directors of the Surviving Corporation, without change, until their respective successors have been duly elected and qualified in accordance with the Articles of Incorporation and By-laws of the Surviving Corporation.

4. **Effect of the Merger:** At the Effective Time, the separate legal entity existence of Group Holdings shall cease. At the Effective Time, the Merger shall have the effects set forth in Section 1109 of the California Corporation Code.

5. **Further Assurances.** From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of Group Holdings such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Group Holdings, and otherwise to carry out the purposes of this Agreement. The officers and directors of the Surviving Corporation are fully authorized in the name and on behalf

of Group Holdings or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments;

6. **Conversion of Units.** At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, all of the units of ownership of Group Holdings ("Holdings Units"), issued and outstanding immediately prior to the Effective Time shall be changed and converted into and shall be 3 fully paid and non-assessable shares of common stock, par value \$0.01 per share, of Roberts Irrigation ("Roberts Common Stock"). Each share of Roberts Common Stock issued and outstanding immediately prior to the Effective Time shall remain outstanding following the Effective Time.

7. **Ownership Certificates.** Upon surrender of all Holdings Units, the Surviving Corporation shall issue one certificate evidencing 3 shares of Roberts Common Stock to Deere & Company, a Delaware corporation, which is the sole member of Group Holdings.

8. **Amendment.** The parties hereto, by mutual consent of their respective Board of Directors and Managers, may amend, modify or supplement this Agreement at any time prior to the Effective Time pursuant to a written instrument.

9. **Termination.** This Agreement may be terminated and the Merger and other transactions herein provided for may be abandoned at any time prior to the Effective Time, if either the Board of Directors of Roberts Irrigation or the Managers of Group Holdings determines that the consummation of the transactions contemplated hereby would not, for any reason be in the best interests of the Constituent Corporations and their respective members or stockholders. In the event of such termination and abandonment, this Agreement shall become void and neither of the Constituent Corporations nor their respective stockholders, directors or officers shall have any liability with respect to such termination and abandonment.

10. **Descriptive Headings.** The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto regarding the subject matter hereof, and supersedes all prior agreements and undertakings, both written and oral, between the parties hereto regarding such subject matter.


12. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

13. **Counterparts.** This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement.


IN WITNESS WHEREOF, Group Holdings and Roberts Irrigation have caused this Agreement to be executed and delivered as of the date first written above.

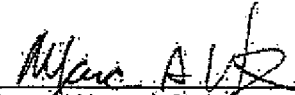
[Signature page follows]

Roberts Irrigation Products, Inc.
(a California corporation)


Michael J. McGrady, President
Roberts Irrigation Products, Inc.

Roberts Group Holdings, LLC
(a California limited liability company)


Michael J. McGrady, Manager
Roberts Group Holdings, Inc.


Marc A. Howze, Secretary
Roberts Irrigation Products, Inc.

OFFICER'S CERTIFICATE

FOR

ROBERTS IRRIGATION PRODUCTS, INC.

We, Michael J. McGrady and Marc A. Howze certify that:

- 1. We are, respectively, the President and Secretary of Roberts Irrigation Products, Inc. (the "Company"), a corporation duly organized and existing under the laws of the state of California.
- 2. The merger agreement was approved by the Board of Directors of the Company by execution of a Unanimous Written Consent.
- 3. The total number of outstanding shares of each class of the Company entitled to vote on the merger is as follows:

<u>Class</u>	<u>Total No. of Shares Entitled to Vote</u>
Common Stock, No Par Value	1,100 shares

4. The principal terms of the agreement of merger in the form attached were approved by the shareholders of the Company by a vote of all 1,100 shares of no par value common stock to approve the agreement of merger.

We further declare under penalty of perjury under the laws of the State of California under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: 10-26-2007


Michael J. McGrady

Date: 10-26-2007


Marc A. Howze



**State of California
Secretary of State**

OBE MERG

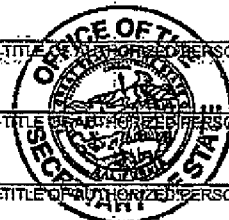
CERTIFICATE OF MERGER

(Corporations Code sections 1113(g), 6019.1, 8019.1, 9640, 12540.1, 15678.3, 16915(b), and 17552)

IMPORTANT: — Read all instructions before completing this form.

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1. NAME OF SURVIVING ENTITY Roberts Irrigation Products, Inc.		2. TYPE OF ENTITY CORPORATION		3. CA SECRETARY OF STATE FILE NUMBER C0867222		4. JURISDICTION CALIFORNIA	
5. NAME OF DISAPPEARING ENTITY ROBERTS GROUP HOLDINGS LLC		6. TYPE OF ENTITY LLC		7. CA SECRETARY OF STATE FILE NUMBER 199809910051		8. JURISDICTION CALIFORNIA	
9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED IF A VOTE WAS REQUIRED. SPECIFY THE CLASS AND THE NUMBER OF OUTSTANDING INTERESTS OF EACH CLASS ENTITLED TO VOTE ON THE MERGER AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS. ATTACH ADDITIONAL PAGES, IF NECESSARY.							
SURVIVING ENTITY CLASS AND NUMBER AND PERCENTAGE VOTE REQUIRED:				DISAPPEARING ENTITY CLASS AND NUMBER AND PERCENTAGE VOTE REQUIRED:			
				100% Membership Interest 100% Membership Interest			
10. IF EQUITY SECURITIES OF A PARENT PARTY ARE TO BE ISSUED IN THE MERGER, CHECK THE APPLICABLE STATEMENT:							
<input type="checkbox"/> No vote of the shareholders of the parent party was required.				<input type="checkbox"/> The required vote of the shareholders of the parent party was obtained.			
11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, PROVIDE THE REQUISITE CHANGES (IF ANY) TO THE INFORMATION SET FORTH IN THE SURVIVING ENTITY'S ARTICLES OF ORGANIZATION, CERTIFICATE OF LIMITED PARTNERSHIP, OR STATEMENT OF PARTNERSHIP AUTHORITY, RESULTING FROM THE MERGER. ATTACH ADDITIONAL PAGES, IF NECESSARY.							
12. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, AND THE SURVIVING ENTITY IS NOT A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PRINCIPAL ADDRESS OF THE SURVIVING ENTITY:							
PRINCIPAL ADDRESS OF SURVIVING ENTITY			CITY AND STATE			ZIP CODE	
13. OTHER INFORMATION REQUIRED TO BE STATED IN THE CERTIFICATE OF MERGER BY THE LAWS UNDER WHICH EACH CONSTITUENT OTHER BUSINESS ENTITY IS ORGANIZED. ATTACH ADDITIONAL PAGES, IF NECESSARY.							
14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN OTHER BUSINESS ENTITY IS AUTHORIZED TO EFFECT THE MERGER.						15. FUTURE EFFECTIVE DATE, IF ANY	
						(Month) (Day) (Year)	
16. ADDITIONAL INFORMATION SET FORTH ON ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE.							
17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.							
X 12-01-07 SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY DATE				TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON			
SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY DATE				TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON			
SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE				TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON			
SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE				TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON			
For an entity that is a business trust, real estate investment trust, or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing:							



OBE MERGER-1 (REV 03/2006)

APPROVED BY SECRETARY OF STATE