

Form PTO-1595 (Rev. 09/08)
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U.S. DEPARTMENT OF COMMERCE
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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)

IPS Balers, Inc.

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

2. Name and address of receiving party(ies)

Name: IPS Balers Manufacturing, Inc.

Address: 1300 Wilson Avenue, National City, CA 91950

Name:

Address:

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 06/18/2008

- Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other Asset Purchase Agreement

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

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)
6729229

Additional numbers attached? Yes NO

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

Name: Stephen C. Beuerle

Address: Procopio, Cory, Hargreaves & Savitch LLP
530 B Street, Suite 2100

City: San Diego

State: CA Zip: 92101-4469

Phone Number: 619-515-3267

Fax Number: 619-398-0115

Email Address: docketing@procopio.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 to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

b. Deposit Account Number 502075

Authorized User Name Shari Herron

9. Signature: /Shari Herron/

October 16, 2008

Signature

Date

Shari Herron

Name of Person Signing

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

28

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

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PATENT
REEL: 021691 FRAME: 0671

CH \$40.00 502075 6729229

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT ("Agreement") is made effective the 18 day of June, 2008 ("Effective Date"), between IPS Balers Manufacturing, Inc., a California corporation ("Buyer"), on the one hand, and IPS Balers, Inc., a Georgia corporation ("Seller"), Sidney Wildes and Forrest Wildes (together, "Shareholders") on the other hand, and is made with reference to the following facts:

RECITALS

A. Seller operates a baler manufacturing business (the "Business"). Shareholders together own all of the ownership interests in Seller.

B. Seller wishes to sell to Buyer and Buyer wishes to purchase from Seller, on the terms and conditions of this Agreement, substantially all of the assets of Seller and the Business.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, the parties agree as follows:

1. Purchase and Sale. Subject to the provisions and conditions set forth in this Agreement, Seller hereby sells, conveys, transfers, assigns and delivers to Buyer, and Buyer purchases from Seller, all of Seller's right, title and interest in the assets used in the operation of the Business including, without limitation, (i) the assets described in Exhibit A, free and clear of all liens and encumbrances, and (ii) the goodwill developed by Seller in connection with its operation of the Business (collectively, the "Assets").



IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement effective as of the Effective Date.

BUYER:
IPS BALERS MANUFACTURING, INC. a
California corporation

By: *Michael W. Howard*
Robert M. Davis *Michael W. Howard*
President *VP CIO*

SELLER:
IPS BALERS, INC., a Georgia corporation

By: *Sidney Wildes*
Sidney Wildes
President

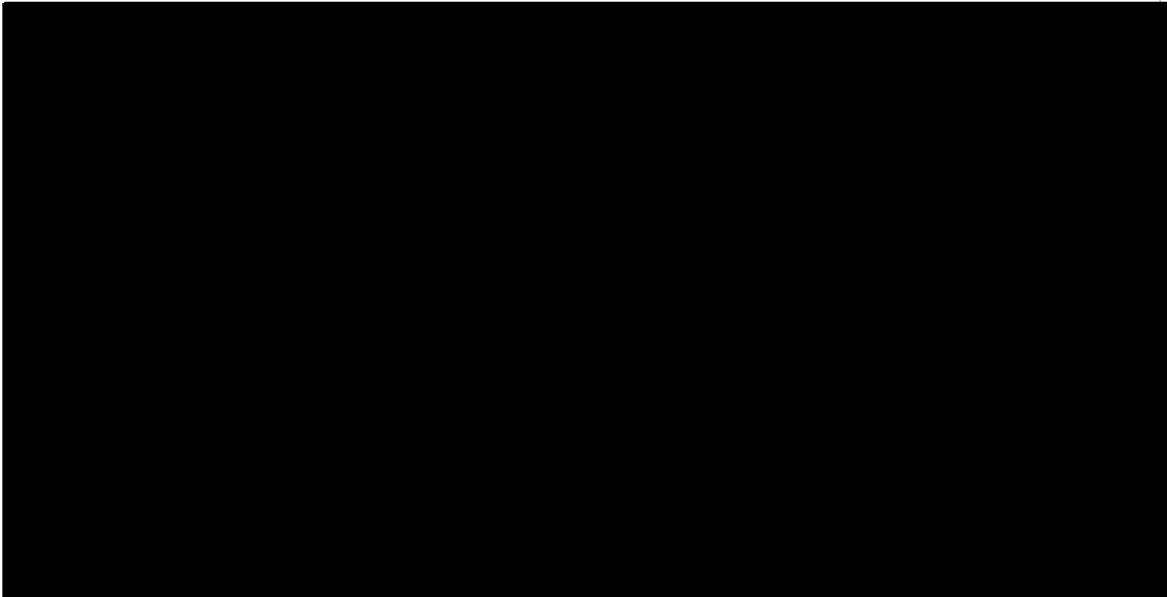
SIGNATURES CONTINUED ON NEXT PAGE



EXHIBIT A

PURCHASED ASSETS

All rights, title and interest in and to all assets of Seller, free and clear of all liens, liabilities and encumbrances; including, without limitation, the following:



(g) all intellectual property of Seller including, without limitation, U.S. Patent No. 5,845,568 dated December 8, 1998 originally issued in the name of Fulton F. Rosser, Jr., U.S. patent No. 7,343,852, Canada Patent Application CA 2555602, European Patent Application 06254113.1, all trademarks, trade names, copyrights, patents, patent applications, licenses, processes, formulae, trade secrets, and inventions owned or used by Seller in connection with the Business;

