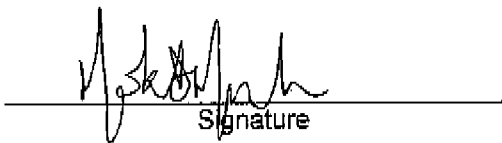
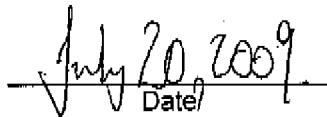


Client Code: UDL231.001APC

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p>Kverneland ASA</p> <p>Additional name(s) of conveying party(ies) attached?</p> <p>( ) Yes (X) No</p>	<p>2. Name and address of receiving party(ies):</p> <p><b>Name:</b> Kverneland Group Geldrop B.V.</p> <p><b>Internal Address:</b> Nuenenseweg 165 5667KP Geldrop</p> <p><b>Street Address:</b> Postbus 9 5660AA Geldrop The Netherlands</p>
<p>3. Nature of conveyance:</p> <p>(X) Assignment ( ) Security Agreement</p> <p>( ) Merger ( ) Change of Name</p> <p>( ) Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures)</p> <p>January 29, 2009</p>	<p>Additional name(s) of receiving party(ies) attached?</p> <p>( ) Yes (X) No</p> <p>4. US or PCT Application number(s) or US Patent number(s):</p> <p>(X) Application No.: 12/279315 Filed: August 13, 2008</p> <p>Additional numbers attached?</p> <p>( ) Yes (X) No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p><b>Customer No.</b> 20,995</p> <p><b>Address:</b> Knobbe, Martens, Olson &amp; Bear, LLP 2040 Main Street, 14<sup>th</sup> Floor Irvine, CA 92614</p> <p><b>Return Fax:</b> (949) 760-9502</p> <p><b>Attorney's Docket No.:</b> UDL231.001APC</p>	<p>6. Total number of applications and patents involved: 1</p>
<p>7. Total fee (37 CFR 1.21(h)): \$40</p> <p>(X) Authorized to be charged to deposit account</p>	<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>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.</p> <p><u>Mark D. Marsden</u> Name of Person Signing</p> <p>57,871 Registration No.</p> <p> Signature</p> <p> Date</p> <p>Total number of pages including cover sheet, attachments and document: 15</p>	

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

**Mail Stop Assignment Recordation Services**  
 Director, U.S. Patent and Trademark Office  
 P.O. Box 1450  
 Alexandria, VA 22313-1450  
**Facsimile Number: (571) 273-0140**

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**PATENT**  
**REEL: 022983 FRAME: 0147**

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**PATENT AND TRADEMARK  
TRANSFER AND ASSIGNMENT AGREEMENT**

by and between

**KVERNELAND ASA**

**KVERNELAND GROUP OPERATIONS NORWAY AS**

**KVERNELAND GROUP GOTTMADINGEN N.V.**

**KVERNELAND GROUP GLOBAL PRODUCTS AS**

**KVERNELAND GROUP HOLDING FRANCE SAS**

**KVERNELAND GROUP UK LTD**

and

**KVERNELAND GROUP GELDROP B.V.**

Patent and Trademark Transfer and Assignment Agreement  
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**PATENT**

(1)

**REEL: 022983 FRAME: 0148**

This patent and trademark transfer and assignment agreement (the "**Agreement**") is dated 29 January, 2009 and is made by and among:

- (1) **KVERNELAND ASA**, a company incorporated under the laws of Norway, having its corporate seat in Kverneland, Norway ("**Kverneland**");
- (2) **KVERNELAND GROUP OPERATIONS NORWAY AS**, a company incorporated under the laws of Norway, having its corporate seat in Kverneland, Norway ("**Operations Norway**");
- (3) **KVERNELAND GROUP GOTTMADINGEN N.V.**, a public limited liability company (*naamloze vennootschap*) incorporated under the laws of The Netherlands, having its corporate seat in Gottmadingen, Germany ("**Gottmadingen**");
- (4) **KVERNELAND GROUP GLOBAL PRODUCTS AS**, a company incorporated under the laws of Norway, having its corporate seat in Kverneland, Norway ("**Global Products**");
- (5) **KVERNELAND GROUP HOLDING FRANCE SAS**, a company incorporated under the laws of France, having its corporate seat in Saint Jean de Braye, France ("**Holding France**");
- (6) **KVERNELAND GROUP UK LTD**, a company incorporated under the laws of the United Kingdom, having its corporate seat in Merseyside, United Kingdom ("**Group UK**");
- (7) **KVERNELAND GROUP GELDROP B.V.**, a private limited liability company (*besloten vennootschap*) incorporated under the laws of The Netherlands, having its corporate seat in Geldrop, The Netherlands ("**Geldrop**");

Kverneland, Operations Norway, Gottmadingen, Global Products, Holding France and Group UK will hereinafter jointly be referred to as "**Transferors**".

Kverneland, Operations Norway, Gottmadingen, Global Products, Holding France, Group UK and Geldrop will hereinafter jointly be referred to as "**Parties**" and separately as "**Party**".

**WHEREAS:**


- (A) Pursuant to the share purchase agreement between Kverneland Group Europe B.V. and Kuhn Group SAS of even date herewith (the "**SPA**") the shares in Geldrop will be transferred to Kuhn Group SAS on the Closing Date (as defined in the SPA) as a result of which Geldrop will, as of the Closing Date, no longer be part of the Kverneland Group (as defined in the SPA); this Agreement is made according to Clause 6.8 of the SPA.

Patent and Trademark Transfer and Assignment Agreement  
290109 - execution version

  
**PATENT**

**REEL: 022983 FRAME: 0149**

- (B) The patents and patent applications subject to the transfer and assignment according to this Agreement are listed in Schedule 1 to this Agreement (the "**Patents**").
- (C) The trademarks and trademark applications subject to the transfer and assignment according to this Agreement are listed in Schedule 2 to this Agreement (the "**Trademarks**").
- (D) Operations Norway and Geldrop entered into an agreement with regard to intellectual property rights effective as of 1 January 2007.
- (E) Global Products and Gottmadingen entered into an agreement with regard to intellectual property rights effective as of 30 December 2005.
- (F) Global Products and Geldrop entered into two agreements with regard to intellectual property rights effective as of 1 August 2006 and 1 January 2007.
- (G) Gottmadingen and Geldrop entered into three agreements with regard to the wrappers product line effective as of 1 January 2006, with regard to the fixed chamber round balers and bale pack-fixed chambers product line effective as of 1 August 2006 and with regard to the bio product line effective as of 1 August 2006.
- (H) This Agreement refers to "**Existing Agreements**" where the agreements under recitals D, E, F and G are referred to.
- (I) Insofar as the Patents and Trademarks have already been transferred and assigned to Geldrop by the Existing Agreements, this Agreement shall serve as a document for the registration of the change of ownership in the patent and trademark registers in the relevant patent and/or trademark offices.
- (J) Insofar as the Existing Agreements do not transfer and assign the Patents and Trademarks, this Agreement arranges for the transfer and assignment. Transferors have confirmed that the beneficial ownership to these Patents and Trademarks is already vested in Geldrop as these Patents and Trademarks result from or relate to inventions made within Geldrop and/or all costs relating to these Patents and Trademarks have been paid for by Geldrop. To that extent this Agreement shall serve to formally transfer and assign these Patents and Trademarks to Geldrop and shall serve as a document for the registration of the change of ownership in the patent and trademark registers in the relevant patent and/or trademark offices.
- (K) Transferors confirm that the parties to this Agreement are the successors in title of the current registrants in Schedule 1 and Schedule 2.

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**NOW THEREFORE**, the Parties agree as follows:

**1 Transfer and assignment**

- 1.1 Insofar as the Patents and Trademarks have not been (validly) transferred and assigned by the Existing Agreements to Geldrop, Transferors herewith transfer and assign the Patents and Trademarks, and all rights, title and interest thereto, to Geldrop. Geldrop herewith accepts the transfer and assignment of the Patents and Trademarks by Transferors.
- 1.2 The transfer and assignment includes, as the case may be, the priority right and the right to sue for damages and other remedies in respect of any infringement of the Patents and/or the Trademarks, which may have occurred prior to the date hereof.

**2 Execution of documents**

- 2.1 Transferors shall, at the reasonable request of Geldrop and at the costs of Transferors, immediately execute and/or deliver all files, deeds, assignments, titles, evidence, authorizations or other documents and shall perform all further acts as may be required, to effectuate or to formalize the transfer and assignment of the Patents and Trademarks on a jurisdiction by jurisdiction basis, and to cause the Patents and Trademarks to be recorded in the patent and trademark registers in the relevant patent and/or trademark offices in the name of Geldrop.
- 2.2 Geldrop shall, and is hereby authorized by Transferors to, cause the transfer and assignment of the Patents and Trademarks to be duly recorded in the appropriate registers.
- 2.3 In so far as this Agreement does not constitute the transfer and assignment in respect of a specific Patent or Trademark in a specific jurisdiction, because registration is a condition for the transfer and assignment to have effect, pending the registration process Transferors hereby grant a license for such Patent and Trademark to undertake anything it would be entitled to, had the transfer and assignment been effected at the Closing Date (as defined in the SPA).
- 2.4 Kverneland will procure that its subsidiaries, if applicable, will transfer and assign any Patents and/or Trademarks not owned by the Transferors to Geldrop in accordance with the terms of this Agreement.

**3 Confidentiality**

In so far as the relevant patent and/or trademark offices require any further documentation other than this Agreement and its attachments for the registration of the change of ownership in the patent and trademark registers, and since this documentation may be confidential and may in some jurisdictions be available to the

Patent and Trademark Transfer and Assignment Agreement  
290109 - execution version

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**PATENT**

**REEL: 022983 FRAME: 0151**

public, Geldrop shall allow Transferors to blacken parts in such documentation that are not necessary for the patent and/or trademark offices to see in order to be able to register the requested change of ownership.

**4 Waiver**

Parties hereto waive their right to dissolve (*ontbinden*) or annul (*vernietigen*), or to demand dissolution or annulment (*in rechte ontbinding of vernietiging vorderen*) of this Agreement in whole or in part.

**5 Costs**

- 5.1 Kverneland shall pay, or shall procure to be paid, all external costs with respect to the registration of the transfer and assignment of the Patents and the Trademarks in the appropriate registers in the relevant patent and/or trademarks offices, including patent attorney fees if a patent attorney is required and all registration fees.
- 5.2 Parties agree that, except as provided in Clause 5.1, each Party shall bear its own costs with respect to the preparation and execution of this Agreement.

**6 Miscellaneous**

- 6.1 This Agreement constitutes the entire agreement between the Parties with respect to the matters dealt with herein and supersedes any previous agreement between the Parties hereto in relation to such matters. No amendment of this Agreement shall be valid or effective, unless made by one or more instruments in writing signed by each of the Parties.
- 6.2 In the event that any provision of this Agreement appears to be non-binding, the other provisions of this Agreement shall continue to be effective. The Parties are obliged to replace the non-binding clause with another clause that is binding, in such manner that the new provision differs as little as possible from the non-binding clause, taking into account the object and the purpose of this Agreement and the non-binding clause.
- 6.3 This Agreement and the obligations of the Parties to perform their obligations hereunder is conditional upon the transfer of the shares of Geldrop having taken place in accordance with the SPA and will take effect as of the Closing Date (as defined in the SPA). If the SPA will be terminated in accordance with its terms, this Agreement terminates automatically at the same day the SPA terminates.
- 6.4 This Agreement may be entered into any number of counterparts and by the Parties to it in separate counterparts, each of which when so executed and delivered shall be an original, but all of the counterparts shall together constitute one and the same instrument.

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PATENT

REEL: 022983 FRAME: 0152

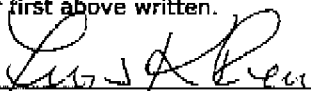
7 **Governing law and dispute resolution**

7.1 This Agreement shall be governed by the laws of the Netherlands.

7.2 Any disputes arising out of or in connection with this Agreement which cannot be settled amicably, shall be submitted to the exclusive jurisdiction of the competent court in The Hague, the Netherlands, subject to the right to appeal (*hoger beroep*) and review (*cassatie*).

This Agreement has been executed in seven originals, one for each of the Parties hereto.


**IN WITNESS WHEREOF**, the Parties have entered into this Agreement on the day and the year first above written.



**KVERNELAND ASA**

Name:

Title:



**KVERNELAND GROUP GELDROP B.V.**

Name:

Title:



**KVERNELAND GROUP OPERATIONS**

**NORWAY AS**

Name:

Title:



**KVERNELAND GROUP**

**GOTTMADINGEN NV**

Name:

Title:




**KVERNELAND GROUP GLOBAL**

**PRODUCTS AS**

Name:

Title:



  
**KVERNELAND GROUP HOLDING  
FRANCE SAS**

Name:

Title:

  
**KVERNELAND GROUP UK LTD**

Name:

Title:

Patent and Trademark Transfer and Assignment Agreement  
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**PATENT**

**REEL: 022983 FRAME: 0154**



**Schedule 1 - Overview of the Patents**

Patent and Trademark Transfer and Assignment Agreement  
290109 - execution version



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**PATENT**

**REEL: 022983 FRAME: 0155**





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# PATENT

**REEL: 022983 FRAME: 0158**

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**Schedule 2 - Overview of the Trademarks**

Patent and Trademark Transfer and Assignment Agreement  
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**PATENT**  
**REEL: 022983 FRAME: 0160**

