

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Allen Buckrell</td> <td>05/17/2006</td> </tr> <tr> <td>Wayne Graham</td> <td>05/18/2006</td> </tr> </tbody> </table>		Name	Execution Date	Allen Buckrell	05/17/2006	Wayne Graham	05/18/2006				
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Allen Buckrell	05/17/2006										
Wayne Graham	05/18/2006										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Holland Equipment Limited</td> </tr> <tr> <td>Street Address:</td> <td>20 Phoebe Street</td> </tr> <tr> <td>City:</td> <td>Norwich, Ontario</td> </tr> <tr> <td>State/Country:</td> <td>CANADA</td> </tr> <tr> <td>Postal Code:</td> <td>N0J 1P0</td> </tr> </table>		Name:	Holland Equipment Limited	Street Address:	20 Phoebe Street	City:	Norwich, Ontario	State/Country:	CANADA	Postal Code:	N0J 1P0
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PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>11505367</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11505367						
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CORRESPONDENCE DATA											
<p>Fax Number: 6169578196 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 616-949-9610 Email: ptomail@priceheneveld.com Correspondent Name: Price Heneveld. LLP Address Line 1: 695 Kenmoor SE Address Line 2: P O Box 2567 Address Line 4: Grand Rapids, MICHIGAN 49501</p>											
ATTORNEY DOCKET NUMBER:	HOL001 P513										
NAME OF SUBMITTER:	Brian E. Ainsworth										
<p>Total Attachments: 12 source=ASGN INVENTORS TO HOLLAND EQUIP LTD#page1.tif source=ASGN INVENTORS TO HOLLAND EQUIP LTD#page2.tif</p>											

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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)

Allen Buckrell, Wayne Graham

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

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

Execution Date(s) 05/17/2006, 05/18/2006

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Holland Equipment Limited

Internal Address: _____

Street Address: 20 Phoebe Street

City: Norwich, Ontario

State: _____

Country: Canada Zip: N0J1P0

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

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

11/505367

Additional numbers attached? ☐ Yes ☒ No

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

Name: Price Heneveld LLP

Internal Address: P O Box 2567

Street Address: 695 Kenmoor SE

City: Grand Rapids

State: MI Zip: 49501

Phone Number: 616-949-9610

Docket Number: HOL001 P513

Email Address: ptomail@priceheneveld.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

Deposit Account Number 162463

Authorized User Name Brian E. Ainsworth

9. Signature: /Brian E. Ainsworth/

October 3, 2012

Signature

Date

Brian E. Ainsworth

Name of Person Signing

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

12

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

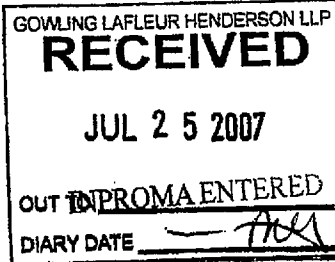


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GOWLING LAFLEUR HENDERSON LLP
Suite 1400
700 - 2nd Street, S.W.
CALGARY Alberta
T2P 4V5

Date : 2007/07/17

Votre référence/Your Reference :
A8104206CA

ENREGISTREMENT/REGISTRATION 05430196

CESSION DROIT EXCLUSIF
ASSIGNMENT FULL INTEREST

DE/FROM BUCKRELL, ALLAN; GRAHAM, WAYNE

A/TO HOLLAND EQUIPMENT LIMITED

Un document a été enregistré au Bureau des
brevets, visant le ou les numéros de brevet(s) et/ou
de demande(s) de brevet, apparaissant ci-dessous.

DEMANDE(S)/APPLICATION(S)
2,557,204

A document has been registered in the Patent Office,
against the following patent(s) and/or application(s)
for patent.

T. DUFF

Commis aux cessions de brevets/Patent Assignment Clerk

Canada

OPIC

CIPC

PATENT

REEL: 029074 FRAME: 0400

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SOIL AERATION DEVICE HAVING CLOSE-COUPLED SHAFTS

Inventors:

^{Q.B.}
Allen Buckrell

Wayne Graham

Assignee: Holland Equipment Ltd.

Attorney/Patent Agents:

Gowling Lafleur Henderson LLP
1400, 700 - 2nd Street S.W.
Calgary, Alberta T2P 4V5
Canada

Att'n: D. Doak Horne, LLB, P. Eng.
Registered Patent Agent

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Jun. 16. 2006 2:20PM

HOLLAND HITCH WOODSTOCK

No. 7806 P. 2

AGREEMENT

between

Allen Buckrell, Wayne Graham, Mike Stewart
and
Innovative Ag & Technology (Collectively Innovative Ag)
RR#3 345723 Quaker Street
Norwich, Ontario;

and

Holland Equipment Limited (Holland)
20 Phoebe St
Norwich, Ontario N0J1P0

This Agreement, effective as of 1 JUNE, 2006 (the "Effective Date"), is between Allen Buckrell, Wayne Graham, and Mike Stewart each individually and jointly with Innovative Ag & Technology, an Ontario company (Allen Buckrell, Wayne Graham, Mike Stewart and Innovative Ag & Technology jointly and severally referred to herein as "Innovative Ag"); and Holland Equipment, Limited an Ontario corporation (hereinafter "Holland"), (Innovative Ag and Holland, sometimes referred to herein as the "Parties" to this Agreement).

WHEREAS, Innovative Ag has helped develop a Close-Coupled Tandem Soil Cultivator in a three point setup which results in an improved ability to cultivate soil for agricultural crops;

WHEREAS, Holland has expertise and know-how in the design, development, testing, manufacture, marketing and distribution of agricultural components, and Holland has worked with Innovative Ag on the development of the Close-Coupled Tandem Soil Cultivator;

Holland would like to continue the development of the Close-Coupled Tandem Soil Cultivator, including finalizing the design and manufacture of the product for sales and distribution. Holland further wishes to preserve and protect its investment in the Close-Coupled Tandem Soil Cultivator in the markets it serves. Innovative Ag is willing to assign any and all of its rights in the invention to Holland in return for the consideration granted herein.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions set forth herein, and of other good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties agree as follows:

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I. Definitions:

"Product" shall mean a base unit Close-Coupled Tandem Soil Cultivator configured in a three-point set-up or PT Kit ready with tandem rollers wherein the axis of rotation of the close-coupled tines intersect each other's arc (see Fig 1). The base unit Product shall not include other attachments which might be sold with the Product, including (without limitation) attachments such as Wheel Kits, Manure System Options and other Holland AerWay Attachments.

"Field of Use" shall mean agricultural soil cultivation.

"Holland Competitor" shall mean any entity that manufactures or sells products or components thereof that uses a cultivation tool based on a tined shaft driven in a rotary fashion and are within the Field of Use in competition with Holland.

The "Technology" shall mean any technical information shared between Innovative Ag and Holland or any technology embodied within the jointly developed Product. The Technology may include specific inventions or discoveries, which are or may be patentable as well as proprietary and trade secret information not otherwise generally known or used by others in the industry.

"Improvements" shall mean any modification of the Product.

"Net Price" shall mean the Holland list price, less any applicable taxes, warranty, commissions and discounts including the dealer discount and any special programs that are necessary from time to time to offer to the selling agency.

II. Assignment of Rights:

A. In consideration for the sum of one dollar, payable upon execution of this Agreement, plus payment of the Commissions set forth below in Section IV, Innovative Ag hereby agrees to assign all rights including any patent rights in the Technology exclusively to Holland, for Holland to use, make, have made, sell, and offer for sale the Product within the Field of Use.

B. Innovative Ag hereby assigns to Holland any and all rights including patent rights in respect to any Improvements subject to the Commissions set forth below in Section IV. The Commissions paid for the Product shall not increase as a result of this assignment for Improvement.

copy

III. Term of Agreement:

The term of this Agreement shall begin on the Effective Date above, and shall run for six (6) years from the Effective Date, unless terminated in accordance with the provisions set forth in Section IX below.

IV. Commissions:

- A. In return for the assignment of any and all rights, including patent rights in the Technology and any Improvements, Holland shall pay Innovative Ag a commission for each Product sold in North America, including the United States and Canada during the term of this Agreement. Payment of Commission shall be based on a base unit Product, and shall be paid according to the Net Price for Products sold By Holland in North America during the preceding calendar quarter. The Commission for a Product shall be two percent (2%) of the Net Price Holland obtains from the sale of the Products during a calendar quarter. Commissions are only payable on cash monies that have been collected from the purchaser.
- B. Holland agrees to provide an accounting quarterly of all Products sold and paid for in North America to Innovative Ag no later than one month after the termination of the quarter during the term of this Agreement. Holland will maintain sufficient records that may be audited by a mutually agreed upon registered Chartered Accountant for a period of at least two (2) years after the termination of this agreement. If such an audit is deemed necessary by Innovative Ag, Innovative Ag will be responsible for paying all expenses associated with said audit.

V. Other Services:

From time to time, Holland may engage Innovative Ag to assist with demonstrating and marketing the Products outside of Innovative Ag's territory. Any such agreements will be entered into in an independent fashion and are not part of this Agreement. Any such agreement will require prior written approval from Holland.

Innovative Ag's territory is the Province of Ontario.

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VI. Patent Prosecution and Enforcement of Patents

- A. Holland assumes all risk in patent prosecution and maintenance for patents which are claimed as exclusive property of Holland and covered by this Agreement.
- B. Holland will have the sole discretion to enforce legal rights against a third party for patents claimed as exclusive property of Holland and covered by this Agreement.
- C. Innovative Ag agrees to assist Holland and to make available all evidence, documents, data, material and other matters in their possession for purposes of any legal action contemplated by this provision or for the prosecution of any patent application related to the Product or Technology.
- D. All exchange of information relating to the Technology or the Field of Use shall be deemed to be made in anticipation of a common legal interest in protecting and enforcing each party's rights thereto and shall be maintained in confidence both during the existence of this Agreement and after termination of all relationship between the parties hereto.

VII. Confidentiality:

- A. "Confidential Information" includes all proprietary materials, trade secrets, and information disclosed hereunder including all information incidentally acquired through use of the other Party's facilities. Each Party receiving a disclosure of Confidential Information ("Receiving Party") from the other Party ("Disclosing Party") under this Agreement will exercise due care to prevent unauthorized disclosure of said Confidential Information received. The duty to preserve confidentiality will cease for any Confidential Information or portion thereof that:
 - i) is known to the Receiving Party before receipt thereof under this Agreement, as evidenced by written records; or
 - ii) is disclosed to the Receiving Party after acceptance of this Agreement by any third party who has a right to make such disclosure; or
 - iii) is in the public domain through no fault of the Receiving Party; or
 - iv) is disclosed with the prior written approval of the Disclosing Party; or

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- v) is independently developed by an employee of the Receiving Party, who had no access to the Disclosing Party's Confidential Information, as evidenced by written records.
- B. Proprietary or Confidential Information of a Party, disclosed by that Party to the other Party shall be received and held in confidence by the Receiving Party and, except with the consent of the Disclosing Party or as permitted under this Agreement, will neither be used by the Receiving Party nor disclosed by the Receiving Party to others, provided that the Receiving Party has notice that such Information is regarded by the Disclosing Party a Proprietary or Confidential Information.

VIII. Warranty and Liability:

- A. Innovative Ag warrants that it has the right to assign Innovative Ag's interest in the Technology to Holland under the terms of this Agreement.
- B. EXCEPT AS DESCRIBED IN PARAGRAPH (A) OF THIS LIABILITY SECTION VIII AND PARAGRAPH (B) OF OTHER PROVISIONS SECTION X, EACH PARTY DISCLAIMS ALL WARRANTIES RUNNING TO THE OTHER OR THROUGH THE OTHER TO THIRD PARTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY PATENTS, REGARDING ANY INFORMATION, RESULT, DESIGN, PROTOTYPE, PRODUCT OR PROCESS DERIVING DIRECTLY OR INDIRECTLY IN WHOLE OR IN PART FROM SUCH PARTY IN CONNECTION WITH THIS AGREEMENT.
- C. To the extent authorized by law, Holland agrees to indemnify and hold Innovative Ag harmless with regard to 1) any loss, damage, liability, cost or expense to the person or property of another, which was caused by the negligence of Holland, its officers, employees and agents under this Agreement; 2) any claims made by third parties arising in connection with the commercialization of the Technology, including sale of Products incorporating the Technology; and 3) any use, sale or sublicensing of the Technology by or under the authority of Holland or any of its transferees.
- D. Innovative Ag agrees to indemnify and hold Holland harmless with regard to any loss, damage, liability, cost or expense to the person or property of another, which was caused by the intentional acts or negligence of Innovative Ag, its officers, employees and agents under this Agreement.

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IX. Termination:

- A. The termination or expiration of this Agreement shall not relieve Holland of its obligation to pay Innovative Ag all monies due that are accrued up to the effective date of termination. Provided that Innovative Ag does not develop or market products that are competitive to the Product, Holland is obligated to continue to pay all monies associated with the sale of the Product for the term of the agreement.
- B. Innovative Ag agrees that it will not, directly or indirectly, either individually or in partnership with any other person(s), firms, associations, syndicates, companies or corporations produce, sell, or promote similar competitive Products. This includes relationships as a principal, agent, shareholder or in any manner whatsoever, be concerned with, guarantee the debts or obligations of any competitors during the term of this Agreement or for two (2) years subsequent to the expiration of this Agreement. If at any time during this agreement Innovative Ag or any of its associates begin to market or promote a competitive unit (a cultivation tool based on a tined shaft driven in a rotary fashion in the Field of Use) to the Product then Holland's responsibility to pay the commissions will cease at that effective date.
- C. If a party defaults in performance of its obligations under this Agreement, the other party shall be entitled to give written notice of the default, specifying details of the same. If such default is not remedied within 30 days after receipt of the notice, the first party initiating the notice of default may terminate this Agreement by delivering notice of termination. In the case of an alleged default by Holland failing to meet its obligation to remit payment of Commissions when due, the default remediation period shall be 30 business days after Holland's receipt of the default notice.
- D. In case of termination by either Party, each Party shall be responsible for its own share of the costs incurred after the effective date of termination. Holland shall be liable to Innovative Ag for any remaining payments and Commissions due to Innovative Ag under this Agreement unless Termination by Holland is for Innovative Ag's default hereunder.
- E. The Confidentiality Section VII of this Agreement shall survive any termination of this Agreement.

X. Other Provisions

- A. The provisions of this Agreement, shall apply to any consultants, subcontractors, independent contractors, or other individuals employed by Holland or Innovative Ag for any purposes related to this Agreement.

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B. Each Party represents and warrants, to the extent allowed by law that the terms of this Agreement do not conflict with any other contractual obligations it may have with third party entities.

C. Notices hereunder will be in writing and will be deemed made as of the second day after mailing if given by registered or certified Canadian Mail, postage prepaid, and addressed to the Party to receive such notice, invoice or communication at the address given below, or such other address as may hereafter be designated by notice in writing:

If to Holland:

Stephen Russell
Holland Equipment, Ltd.
20 Phoebe St
Norwich, Ontario N0J-1P0

If to Innovative Ag:

Allen Buckrell
RR#3 345723 Quaker Street
Norwich, Ontario

E. This Agreement shall be construed in accordance with the laws of the Province of Ontario, Canada.

F. This Agreement constitutes the entire understanding of the Parties with respect to the matters contained herein and supersedes all previous agreements and understandings with respect thereto and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement may not be amended except by a written agreement approved and executed by both of the Parties to this Agreement.

G. Neither Party may assign any of its rights under this Agreement without the prior consent of the other, which consent shall not be withheld unreasonably; and any consent to an assignment shall not discharge, release or waive the provisions of this Agreement in respect of any subsequent assignment. Subject to the preceding sentence, this Agreement will apply to, be binding in all respect upon, and inure to the benefit of the successors and permitted assigns of the Parties. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the Parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and

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conditions are for the sole and exclusive benefit of the Parties to this Agreement and their successors and assigns.

- H. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- I. The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number, as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding word or terms.
- J. With regard to all dates and time periods stated or referred to in this Agreement, time is of the essence.
- K. This Agreement may be executed in one more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.
- L. The Parties acknowledge that the terms of this Agreement have been negotiated by Holland and Innovative Ag, to the end that any and all nonstandard terms and previous oral agreements and understandings of the Parties have been placed in this Agreement and reduced to writing. The Parties acknowledge that certain provisions of this Agreement and the instruments to be executed and delivered by the Parties in accordance with this Agreement may have been drafted by one Party, but acknowledge that neither this Agreement nor any instrument executed by any Party in accordance with this Agreement shall be construed for or against a Party by reason of such Party's drafting or participation in the drafting of such instrument.

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IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement on the dates written below.

Holland Equipment, Limited (Holland)

By: Harold Watling Date: 17 May 2006
Harold Watling, President, Holland Equipment, Limited

By: Allen Buckrell Date: 17 May 2006
Allen Buckrell (Individually)

By: Mike Stewart Date: 17 MAY 2006
Mike Stewart (Individually)

By: Wayne Graham Date: 18 MAY 2006
Wayne Graham (Individually)

Innovative Ag Industries Inc. (Innovative Ag)

By: Allen Buckrell Date: 17 May 2006
Allen Buckrell, President

16 May 2006

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