

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2902381

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALLAN AKINS	05/28/2008
AMA INVESTMENTS LIMITED	05/28/2008
RECEIVING PARTY DATA	
Name:	HIQUAL ENGINEERED STRUCTURES LTD.
Street Address:	399 RAVENHURST STREET
City:	WINNEPEG MB
State/Country:	CANADA
Postal Code:	R2C 5K3
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	5964548
Patent Number:	6192629
Patent Number:	6167842
Patent Number:	6363885
Patent Number:	6209489
CORRESPONDENCE DATA	
Fax Number:	(619)696-7124
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	6196966700
Email:	ipdocket@gordonrees.com
Correspondent Name:	GORDON & REES LLP
Address Line 1:	101 WEST BROADWAY, SUITE 1600
Address Line 2:	SUSAN MEYER
Address Line 4:	SAN DIEGO, CALIFORNIA 92101
ATTORNEY DOCKET NUMBER:	HIQ-1093931
NAME OF SUBMITTER:	SUSAN B. MEYER
SIGNATURE:	/Susan B. Meyer/
DATE SIGNED:	06/17/2014
Total Attachments: 35	

PATENT

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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)

AKINS, Allan
AMA Investments Limited

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

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

Execution Date(s) 05/28/2008; 05/28/2008.

- ☒ 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: HIQUAL ENGINEERED STRUCTURES LTD.

Address: 399 Ravenhurst Street

Winnipeg MB, Canada R2C 5K3

Name:

Address:

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)

5964548

6192629

6167842

6363885

6209489

Additional numbers attached? ☐ Yes ☒ NO

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

Name: Susan B. Meyer - Gordon & Rees LLP

Address: 101 West Broadway, Suite 1600

City: San Diego

State: CA Zip: 92101

Phone Number: (619) 696-6700

Fax Number: (619) 696-7124

Email Address: ipdocket@gordonrees.com

6. Total number of applications and patents involved: _____

7. Total fee (37 CFR 1.21(h) & 3.41) \$0.00

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

8. Payment Information

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: /Susan B. Meyer/

June 17, 2014

Signature

Date

Susan B. Meyer

Name of Person Signing

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

35

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

PATENT

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PATENT AND TRADE-MARK ASSIGNMENT

THIS AGREEMENT made as of the 28th day of May, 2008.

BETWEEN:

ALLAN AKINS,
of the City of Winnipeg, in the Province of Manitoba,

(hereinafter called "*Akins*"),

- and -

AMA INVESTMENTS LIMITED
formerly known as HI-QUAL MANUFACTURING LTD.,
a corporation incorporated under the laws of the Province of Manitoba,

(hereinafter called "*AMA*"),

- and -

4312643 CANADA LTD.,
formerly known as ENGINEERED STRUCTURES BY HIQUAL LTD.,
previously known as HIQUAL MANUFACTURING CANADA COMPANY,
a corporation continued under the laws of Canada,

(hereinafter called "*431*")

OF THE FIRST PART

- and -

HIQUAL ENGINEERED STRUCTURES LTD.,
formerly known as 5226831 Manitoba Ltd.,
a corporation incorporated under the laws of the Province of Manitoba,

(hereinafter called "*Engineered Structures*"),

- and -

M. & W. HOLDINGS LTD.,
A corporation incorporated under the laws of in the Province of Manitoba,

(hereinafter called "*M&W*")

OF THE SECOND PART.

WHEREAS Akins, AMA (through its predecessor Hi-Qual Manufacturing Ltd.) and 431 were previously involved in a business relating to the production and sale of livestock, fencing and feeder products, for a territory that included Canada and the United States of America;

AND WHEREAS 431 is a wholly owned subsidiary of AMA;

AND WHEREAS Akins was, either alone or with others, the inventor of numerous products and either personally or through AMA (through its predecessor Hi-Qual Manufacturing Ltd.), obtained certain patent rights in both Canada, as set out in Schedule "A" hereto (the "*Canadian Equine Patent Rights*"), and in the United States of America, as set out in Schedule "B" hereto (the "*U.S. Equine Patent Rights*"). Akins also invented additional products related to livestock, fencing and feeder products for which he has not yet applied for or obtained any patent rights (the "*Unpatented Fencing Product*");

AND WHEREAS Akins, AMA (through its predecessor Hi-Qual Manufacturing Ltd.) and 431 developed and/or used various trade-marks, trade names (including the name "HiQual"), brand names, logos and designs for use in association with livestock, fencing and feeder products (the "*Trade-marks*"), including the representation of a horse rider design, attached hereto as Schedule "H";

AND WHEREAS Akins and AMA (through its predecessor Hi-Qual Manufacturing Ltd.), entered into various agreements with HiQual Manufacturing Canada Company ("*HiQual Canada*") and Hi-Qual Manufacturing, U.S.A., Inc. ("*Hi-Qual U.S.*") granting certain rights in the intellectual property rights in the livestock, fencing and feeder products, including the Canadian Equine Patent Rights, the U.S. Equine Patent Rights and the Trade-marks, to these corporations, which agreements are attached hereto as follows:

Schedule "C" Assignment Agreement dated 1992 between E. Allan Akins and Hi-Qual Manufacturing U.S.A. Inc.;

Schedule "D" License Agreement dated January 3, 2001 between Hi-Qual Manufacturing Ltd. and HiQual Manufacturing Canada Company,

Schedule "E" Consulting Agreement and License dated January 2001, between Hi-Qual Manufacturing Ltd. and Hi-Qual Manufacturing, USA, Inc.;

Schedule "F" Assignment of License Agreement dated March 1, 2005 between AMA Investments Limited, HiQual Manufacturing Canada Company and Hi-Qual Manufacturing, U.S.A., Inc.; and

Schedule "G" Amendment to Consulting Agreement and License dated March 1, 2005 between Hi-Qual Manufacturing, Ltd. and Hi-Qual Manufacturing USA, Inc,

AND WHEREAS Engineered Structures entered into an Asset Purchase Agreement with Akins and 431 dated as of August 8, 2006 (the "*Asset Purchase Agreement*") relating to the assets and business carried on by 431 for the manufacture and distribution of fabric over steel frame structures;

AND WHEREAS M&W owns or controls a majority of the voting shares of Engineered Structures and William Fast ("*Fast*") is the President of Engineered Structures;

AND WHEREAS Akins was a director and officer of Engineered Structures until his resignation was tendered, effective January 31, 2008;

AND WHEREAS the Asset Purchase Agreement provides that in the event any right to use the Canadian Equine Patent Rights and/or the U.S. Equine Patent Rights reverts or otherwise becomes available to Akins or 431, 431 shall grant to Engineered Structures licenses to use the Canadian Equine Patent Rights, the U.S. Equine Patent Rights and any rights that may be obtained with respect to Unpatented Fencing Products, as the case may be;

NOW THEREFORE for good and valuable consideration and the mutual covenants set forth herein, the parties agree as follows:

1. The effective dates for all aspects of this agreement shall be, respectively:
 - a. for all matters pertaining to rights or activities in the United States; January 20, 2008; and
 - b. for all matters pertaining to rights and activities in Canada; March 19, 2008 (the "**Effective Dates**")
2. Akins, AMA and 431 hereby assign, as of the Effective Dates, all of their right, title and interest in and to the Canadian Equine Patent Rights, U.S. Equine Patent Rights, Unpatented Fencing Products and the Trade-marks, to Engineered Structures, or its designate, including but not limited to all right, title and interest under or pursuant to those agreements attached as Schedules C to and including G to this Assignment, subject to the terms of those agreements. Akins, AMA and 431 agree to cooperate and execute any documents reasonable necessary to transfer title of the Canadian Equine Patents, U.S. Equine Patents and/or the Trade-marks to Engineered Structures or its designate.
3. Akins, AMA and 431 have advised as to their honestly held belief that Hi-Qual U.S. breached certain covenants, terms and conditions of the agreements attached as Schedules C, D and F, granting certain Canadian Equine Patent Rights, U.S. Equine Patent Rights and Trade-mark rights to Hi-Qual U.S. However, Hi-Qual U.S. has never acknowledged or agreed that such breaches have occurred or that any rights have reverted back to Akins, AMA or 431 and has purported and attempted to assign or license such rights to third parties, contrary to the terms and conditions of the agreements attached as Schedules E and F. Akins, AMA and 431 therefore make no representation as to freedom from any allegation or claim of Hi-Qual U.S. or any third party claiming through Hi-Qual U.S. as to prior rights to the Canadian Equine Patent Rights, U.S. Equine Patent Rights and/or Trade-mark rights and, therefore, Engineered Structures agrees that any manufacture, sale or use of product or process within such rights on or after the Effective Dates is completely at its own risk and has not and will not rely on any representation or warranty of Akins, AMA or 431.
4. Engineered Structures has satisfied itself as to the current status and past acts of breach and liquidation committed by Hi-Qual U.S. and has not and does not rely on any representation or warranty of Akins, AMA or 431 in that regard, except as follows:
 - a. Akins, AMA and 431 jointly and severally represent and warrant that:
 - i. Akins, AMA and 431 each has good and marketable title to, and are the sole registered (where applicable) and beneficial owners of the Canadian

Equine Patent Rights, U.S. Equine Patent Rights, Unpatented Fencing Products and Trade-marks, free and clear of any lien, charge, encumbrance or security interest of any nature or kind whatsoever, except the terms of those agreements attached as Schedules C to and including G to this Assignment;

- ii. no person other than Engineered Structures and other those parties named in those agreements attached as Schedules C to and including G to this Assignment, has any agreement, option, right, privilege or interest whatsoever, whether legal or equitable, in or in respect of the purchased shares;
- iii. they are not aware of any legal actions, threatened or in existence or pending, which challenge or call into question the validity or enforceability of the Canadian Equine Patent Rights, U.S. Equine Patent Rights, Unpatented Fencing Products or Trade-marks; and
- iv. there are no judgments, executions, suits, claims or proceedings, whether or not purportedly on behalf of Akins, AMA or 431, pending or in existence or threatened against or affecting Akins, AMA or 431, or their assets at law or in equity or before or by any federal, provincial, municipal or any other governmental department, commission or agency of which Akins, AMA or 431 is aware.

5. In view of the foregoing, Engineered Structures has assessed all legal risks associated with the manufacture, sale or use of any products or process within the scope of the Canadian Equine Patent Rights and the U.S. Equine Patent Rights or the Unpatented Fencing Products, as well as the use of the Trade-marks in association with livestock, fencing and feeder products, prior to manufacturing, offering to sell or using such products and processes and, as of and from the Effective Dates, Engineered Structures assumes any such risks and shall not make any claim for liability of or contribution from Akins, AMA or 431 as a result of assuming any such risks.

6. Engineered Structures and M&W hereby agree to defend, indemnify and hold Akins, AMA and 431 harmless from any and all costs, damages, actions or causes of action, including reasonable attorney's fees, arising, whether directly or indirectly, from the manufacture, sale (including marketing attempts and offering to sell), and use of any products or process within the scope of the Canadian Equine Patent Rights and the U.S. Equine Patent Rights or the Unpatented Fencing Products, by Engineered Structures on or after the Effective Dates.

7. Engineered Structures and M&W specifically recognize the significance and effect of the documents attached hereto as Schedules E and G and hereby agree not to use or permit others to use the Trade-marks in association with livestock, fencing or feeder products in the United States unless and until either:

- a. the agreements attached hereto as Schedules E and G expire; or
- b. Engineered Structures has entered into some arrangement with Hi-Qual US, or its delegate, which would enable use of the Trade-marks in the United States, without any claim of prior rights pursuant to the agreements attached hereto as Schedules E and G.

8. Engineered Structures, M&W and Fast jointly and severally represent and warrant that the only attempts or actions taken by or on behalf of Engineered Structures to enter into the livestock, fencing and feeder business in the United States, since January 1, 2008, was a print advertisement distributed in Farm & Ranch magazine in January/February, 2008 and an in person meeting between Fast and Alan Case in April, 2008.

9. Engineered Structures and Fast shall have full conduct of any litigation, arbitration, negotiation, settlement or other procedure that may become necessary or advisable in order to obtain or defend the rights of Engineered Structures to manufacture, sell or use of any products or processes within the scope of the Canadian Equine Patent Rights, the U.S. Equine Patent Rights, the Unpatented Fencing Product or the Trade-marks. Akins, AMA and 431 further hereby agree to cooperate fully with such litigation, arbitration, negotiation, settlement or other procedure and assist in such proceedings by way of disclosing to Engineered Structures and M&W all information and documents that any of Akins, AMA and/or 431 have in his or its possession. Engineered Structures and/or M&W will reimburse Akins, AMA or 431 for any costs incurred and shall reasonably compensate Akins, AMA or 431 for their time incurred in the course of such cooperation or assistance at the request of Engineered Structures, Fast or M&W. Akins, AMA, and 431 shall notify Engineered Structures forthwith of any claims, threats of claims, actions, threats of actions, notices, or proceedings which come to their attention in relation to any matter which may be the subject of the indemnifications provided in paragraph 6.

10. Engineered Structures shall, at its sole expense, maintain in full force and effect comprehensive product liability insurance in an amount consistent with industry standards. Such insurance shall be underwritten by a reputable insurance company and shall list Akins, AMA and 431 as additional insureds.

11. This Agreement shall be subject to and governed by the laws of the Province of Manitoba and the laws of Canada, as may be applicable therein.

12. Engineered Structures acknowledges that this agreement satisfies the obligations of Akins and 431 under paragraph 5.1.7 of the Asset Purchase Agreement.

13. This Agreement shall be binding upon and enure to the benefit of the parties and their respective heirs, successors and permitted assigns.

14. Any notice, demand or other communication required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

- a) delivered in person during normal business hours of the recipient on a week day, other than a general holiday, and left with a receptionist or other responsible employee of the recipient at the address set out below;
- b) except during the period of actual or imminent interruption of postal service due to strike, lockout or other cause, sent by registered mail for which an acknowledgement of receipt has been signed by or on behalf of the recipient; and

in the case of Akins, AMA or 431, at:
Box 1122, R.R.5
Winnipeg, Manitoba R2C 2Z2

In the case of Engineered Structures, M&W or Fast, at;
1755 Dugald Road
Winnipeg, Manitoba R2J 0H3
Attention: William Fast/ Ken Friesen

15. No amendment of this Agreement shall be effective unless made in writing and signed by the parties.

16. This Agreement represents the entire agreement between the parties in respect of the subject matter hereof and any and all prior assertions, understandings, representations or warranties are merged herein.

17. This Agreement may be executed in any number of counterparts, including by facsimile, and each executed counterpart shall be deemed to be an original. All executed counterparts taken together shall constitute one agreement.

IN WITNESS WHEREOF, this agreement has been executed by parties as of the date first written above.

Witness

ALLAN AKINS

AMA INVESTMENTS LIMITED

Per:

4312643 CANADA LTD.

Per:

M. & W. HOLDINGS LTD.

Per:

HIQUAL ENGINEERED STRUCTURES LTD.

Per:

Schedule A

Canadian Equine Patent Rights

1. 1,294,498 Feeder for Animals
2. 1,324,742 Feeder for Animals
3. 2,032,295 Animal Containment Pen
4. 2,032,296 Squeeze Chute
5. 2,087,812 Flexible Fencing System
6. 2,201,234 Panel Connector
7. 2,249,100 Two-way Gate
8. 2,249,102 Livestock Feeding Method and Feeder
9. 2,249,362 Animal Confinement Pen with Improved Access to Animal
10. 2,273,712 Swing-out Feeder

Schedule B

U.S. Equine Patent Rights

1. 4,957,067 Feeder for Animals
2. 5,058,531 Feeder for Animals
3. 5,111,773 Squeeze Chute
4. 5,127,368 Feeder for Animals
5. 5,138,981 Animal Containment Pen
6. 5,201,498 Flexible Fencing System
7. 5,375,815 Flexible Fencing System
8. 5,964,548 Panel Connector
9. 6,145,732 Cylindrical Helical Seamed Tube and Method and Apparatus therefor
10. 6,167,842 Animal Confinement Pen with Improved Access to Animal
11. 6,192,629 Two-way Gate
12. 6,209,489 Swing-out Feeder
13. 6,279,813 Cylindrical Helical Seamed Tube and Method and Apparatus therefor
14. 6,363,885 Livestock Feeder

SCHEDULE C

ASSIGNMENT AGREEMENT

THIS AGREEMENT made as of the day of , 1992.

BETWEEN:

E. ALLAN AKINS, of the City of Winnipeg,
in the Province of Manitoba, Canada,

(hereinafter called the "Assignor"),

OF THE FIRST PART,

- and -

HI-QUAL MANUFACTURING U.S.A. INC., a corporation
incorporated under the laws of the State of South Dakota,

(hereinafter called the "Assignee"),

OF THE SECOND PART.

WHEREAS the Assignor either owns or controls those
certain U. S. Patents as more particularly set out on Schedule "A"
hereto (the "U.S. Patents");

AND WHEREAS the Assignor wishes to assign the U. S.
Patents to the Assignee.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in
consideration of the sum of ONE (\$1.00) DOLLAR paid by the Assignee
to the Assignor and other good and valuable consideration (the
receipt and sufficiency of which are hereby acknowledged by the
Assignor):

1. The Assignor hereby assigns, transfers and sets over unto
the Assignee all of its right, title and interest in and to the U.
S. Patents together with all profits, benefits and other advantages
to be derived therefrom for the exclusive right to manufacture and
sell within the territorial limits of the United States of America.

2. The Assignor covenants with and warrants to the Assignee
that it now has good right, full power and absolute authority to
assign the U. S. Patents in the manner aforesaid.

3. The Assignee hereby covenants and warrants that it, at
its own cost, will take all necessary steps to defend the U. S.
Patents from any and all infringements thereof.

4. This Agreement can be terminated immediately upon written
notice of the Assignor to the last known address of the Assignee in
any one of the following events, namely that the Assignee:

PATENT

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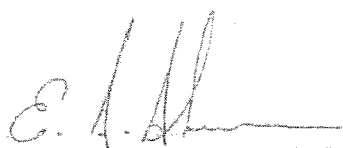
- (a) becomes insolvent or judged a bankrupt;
- (b) makes a general assignment for the benefit of its creditors;
- (c) takes the benefit of any statute relating to bankruptcy or insolvency;
- (d) has a receiver, receiver manager or trustee appointed to administer its affairs; or,
- (e) goes into liquidation, either voluntarily or involuntarily.

5. This Agreement shall enure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF the Assignor has hereunto subscribed his name and affixed his seal on the day and year first above-written.

SIGNED, SEALED AND DELIVERED
in the presence of:

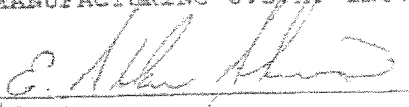
Witness



E. Allan Akins

IN WITNESS WHEREOF the Assignee has hereunto affixed its corporate seal, duly attested to by the hands of its proper officers, in that behalf, the day and year first above written.

HI-QUAL MANUFACTURING U.S.A. INC.

Per: 

Title: 

a:\assignments\hi-qual.akh

SCHEDULE "A"

United States Patents which are owned or controlled by E. Allan Akins:

1. Feeder for Animals - U. S. Patent # 5,127,368
2. Feeder for Animals - U. S. Patent # 4,957,067
3. Feeder for Animals - U. S. Patent # 5,058,531
4. Flexible Fencing System - U. S. Application # 822,692
5. Animal Confinement Pen (Maternity Pen) - Application # 626,212
6. Squeeze Chute - Application # 626,454
- Patent # 5,111,773

United States Patent Applications which are controlled and assignable by E. Allan Akins to manufacture, use and sell in the United States by Hi-Qual Manufacturing USA Inc.:

7. Texas Gate - U. S. Application # 725,328
8. Feeder for Animals - U. S. Patent # 4,706,609

SCHEDULE "A"

LICENSE AGREEMENT

THIS AGREEMENT made as of the 3rd day of January, 2001.

BETWEEN:

HI-QUAL MANUFACTURING LTD.

P.O. Box 158

Winnipeg, Manitoba R2H 3B4

("Licensor")

OF THE FIRST PART,

- and -

HIQUAL MANUFACTURING CANADA COMPANY

P.O. Box 158

Winnipeg, Manitoba R2H 3B4

("Licensee")

OF THE SECOND PART.

WHEREAS Licensor is the owner of certain intellectual property which includes, without limitation, the Canadian Patent Applications and Canadian Letters Patent Numbers attached hereto as Schedule "A" (the "Patents");

AND WHEREAS the Licensor is prepared to license to the Licensee, all of its intellectual property, including the Patents, on the terms and conditions contained herein;

THEREFORE, for good and valuable consideration and the mutual covenants set forth herein:

1. Grant of Licence

Licensor hereby grants to the Licensee, for the duration of the Term (as hereinafter defined) and subject to the terms and conditions contained herein, an exclusive licence within the Territory (as hereinafter defined) to the Intellectual Property (as hereinafter defined), which, for greater certainty, includes right to manufacture, package, use and sell the improvements (the "Improvements") represented by the Patents.

2. Territory

The territory of this Agreement ("the Territory") shall be the nation of Canada.

3. Term

The duration of this Agreement (hereinafter the "Term"), unless terminated sooner under the other provisions of this Agreement, shall be 20 years, commencing on the date hereof

4. Intellectual Property

The intellectual property (the "Intellectual Property") licensed to the Licensee in accordance with the terms of this Agreement shall include all of the Licensor's interest in and to all trademarks, trade or brand names (including without limitation the name Hi-Qual Manufacturing and any variations thereof), service marks, copyrights, industrial designs, inventions, patents, patent applications and rights (including, without limitation, the Patents), licenses, sub-licenses, franchises, formulae, processes, technology and other intellectual property related to the Licensor's business carried on at 224 Ravenhurst in the City of Winnipeg, in the Province of Manitoba, which includes all restrictive agreements and negative covenants the Licensor may have with its employees past or present.

5. Fees

(a) For the Term of this Agreement, the Licensee agrees to pay to Licensor and the heirs, successors, or assignees of the Licensor, a license fee equal to 1% of the net annual sales, in Canadian dollars, of the business (the "Business") being carried on by the Licensee at and from 224 Ravenhurst, in the City of Winnipeg, in the Province of Manitoba or such other locations as the Licensee may move or operate the Business from time to time.

(b) All license fees shall be payable in accordance with paragraph 7 below.

6. Indemnification

The Licensee agrees to defend, indemnify, save and hold the Licensor, his heirs, successors and assigns, harmless from any and all liabilities, claims, demands, losses and damages arising out of or connected with or resulting from the Licensee's manufacture, distribution or sale of the Improvements, use of the Intellectual Property, or breach of any of the warranties, representations or covenants made by the Licensee in this Agreement.

7. Accounting

(a) The Licensee shall render to the Licensor quarterly accounting statements (bookkeeping to be maintained using generally accepted accounting practices), whether or not any sales have been made by the Business during the preceding quarter, showing the net annual sales of the Business during that quarter, no later than thirty (30) days following the end of the last month of that quarter. Such statement shall be accompanied by any payment of license fees due quarterly thereunder. All payment of license fees shall be made payable to the Licensor.

(b) Licensor and the heirs, successors or assigns of the Licensor, shall have the right, at Licensor's sole cost and expense, to examine or to appoint a representative to examine the Licensee's books and records, solely with respect to the sale, manufacture and/or distribution of Improvements at any time.

8. Ownership

The Licensee agrees and understands that the Licensor shall remain owner of the Intellectual Property. Moreover, the Licensee acknowledges and agrees that any registration, transfer, or assignment of same, without the written permission of Licensor, shall constitute a material breach of the warranties and representations made herein by the Licensee. Nothing in this provision shall limit the Licensor's ability to assign the Intellectual Property rights subject to the other provisions of this Agreement

During the term hereof and thereafter, any and all improvements, modifications, amendments, and extensions of the Intellectual Property developed by the Licensee, with the assistance of the Licensor or otherwise, and the use and/or licensing, sale, and application thereof (all hereinafter referred collectively as "Improvements") shall be the exclusive property of the Licensee.

9. Consulting and Assistance

Throughout the Term hereof the Licensee agrees to do all things necessary to assist the Licensee in connection with the License herein, including providing such consulting and other assistance with respect to the Intellectual Property as the Licensee requires from time to time.

10. Termination

(a) This Agreement may be terminated by the Licensor upon the occurrence of one of the following events:

- (i) The Licensee fails to perform or comply with any material term, condition or covenant of this Agreement and does not remedy such failure within thirty (30) days after receiving written notice from the Licensor specifying the failure and requiring that it be remedied; or
- (ii) The Licensee makes an assignment for the benefit of creditors or commits an act of bankruptcy within the meaning of *The Bankruptcy and Insolvency Act (Canada)* or similar legislation; or
- (iii) The Licensee passes any resolution or takes any other action, for its liquidation, winding up or dissolution.

(b) Upon termination of this Agreement, the Licensee shall immediately refrain from using the Intellectual Property. Thereafter, the Licensee shall have a period of one (1) year, commencing with the date of termination, to sell-off any remaining inventory of the Improvements. Following the expiration of such one (1) year sell-off period, Licensor shall have the option to purchase all remaining inventory of the Improvements from the Licensee at wholesale prices.

11. Option to Purchase

Should the Licensee not be in default under the terms of this Agreement, the Licensor hereby grants to the Licensee an option, exercisable by the Licensee sixty (60) days prior to the expiry of the Term, to purchase any or all of the Intellectual Property for a total price equal to the fair market value of the said Intellectual Property being purchased by the Licensee, which value shall be determined as agreed by the parties, failing such which either party may refer the matter to arbitration pursuant to the Arbitration Act of Manitoba.

The transaction of purchase and sale described in this section 11 shall close on the expiry date of the Term or on such other date as the parties may agree

The Licensee acknowledges that until the purchase option has been exercised and the said purchase price paid by the Licensee to the Licensor, the Intellectual Property remains the personal property of the Licensor.

12. Warranties and Representations

Licensor warrants and represents as follows:

(a) That it is under no disability, restriction or prohibition to execute this Agreement and perform all of the terms and conditions hereof; and

(b) It is the legal and beneficial owner of the Intellectual Property and has the right to grant the license contained herein.

The Licensee warrants and represents that it is under no disability restriction or prohibition to execute this Agreement and perform all of the terms and conditions contained herein.

13. Notices

The following provisions shall apply to all notices required or permitted to be given under this Agreement:

(a) Giving of Notice

every notice given pursuant to this Agreement shall be in writing; such notice shall be sufficiently given if:

- (i) served by personal delivery upon the party to whom it is being given at the address for service pursuant to subsection (c) below;
- (ii) mailed by prepaid registered mail (with acknowledgement of receipt requested) addressed to the party to whom it is being given at the address for service listed in subsection (c) below;
- (iii) transmitted by facsimile facilities to the party to whom it is being given, so long as such facsimile facilities confirm that the material so transmitted has been received at a receiving facsimile facility at the facsimile number

of the party to whom it is being given as disclosed pursuant to subsection (c) of this paragraph 12.

(b) Deemed Receipt

a notice given in conformity with subsections (a)(i), (a)(ii) and (a)(iii) shall be deemed to be received by the person to whom it is given:

- (i) on the date it is personally delivered;
- (ii) subject to subsection (d) below, on the tenth business day following the date the notice was mailed in Canada or in the United States of America;
- (iii) the later of 9:00 a.m. (local time) on the first business day following, or eight hours after, its transmission by facsimile facilities;

(c) Addresses for Service

The respective addresses of the parties hereto shall be the addresses first set forth herein above. Any party may change its address by notice given to the other party.

(d) Disruption of Mail Service

During any period during which it may reasonably be anticipated that normal delivery of a notice by mail will be adversely affected, the notice sent by mail shall not be deemed to be received unless and until actually received.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Manitoba and the Federal laws of Canada applicable therein. The parties hereby attorn and submit to the jurisdiction of the Courts of Manitoba and the Federal Court of Canada with regard to any dispute, claim or other matter arising under or in respect of this Agreement.

15. Enurement

This Agreement shall be binding upon and enure to the benefit of the parties hereto and to their respective heirs, successors and assigns, subject to the following provisions:

- (a) This Agreement may not be assigned by the Licensee without the prior written consent of Licensor, its heirs, successors or assigns;
- (b) Failure of Licensor to terminate this Agreement upon breach of the Licensee or the acceptance of late or partial payment from the Licensee shall not constitute a waiver by Licensor of any of its rights under this Agreement, nor any of his rights to seek legal or equitable remedies against the Licensee under applicable law.

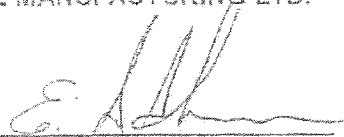
16. Entire Agreement

This Agreement represents the entire Agreement between the parties and all prior assertions, understandings, warranties and representations are merged herein. It is a final integrated Agreement which includes all the terms, conditions, and representations between the

parties, and the parties make no warranty, covenants or agreements, express or implied, except those expressly set forth herein. This Agreement may be modified or amended only by writing signed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

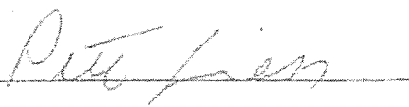
Licensors
HI-QUAL MANUFACTURING LTD.

BY: 

Authorized Representative
Title:

President

Licensee
HIQUAL MANUFACTURING
CANADA COMPANY

BY: 

Authorized Representative
Title: *PATENT*

SCHEDULE "A"

Canadian Patent Application Serial No. 2,249,102 filed September 30, 1998 and entitled "LIVESTOCK FEEDING METHOD AND FEEDER"

Canadian Patent Application Serial No. 2,249,100 filed September 30, 1998 and entitled "TWO-WAY GATE"

Canadian Patent Application Serial No. 2,249,362 filed October 2, 1998 and entitled "ANIMAL CONFINEMENT PEN WITH IMPROVED ACCESS TO ANIMAL"

Canadian Patent Application Serial No. 2,201,234 filed March 27, 1997 and entitled "PANEL CONNECTOR"

Canadian Patent Application Serial No. 2,273,712 filed June 3, 1999 and entitled "SWING-OUT FEEDER"

Canadian Letters Patent No. 2,087,812 for an invention entitled "FLEXIBLE FENCING SYSTEM" granted on December 5, 1995

Canadian Letters Patent No. 1,294,498 entitled "FEEDER FOR ANIMALS" granted on January 21, 1992

Canadian Letters Patent No. 1,324,742 entitled "FEEDER FOR ANIMALS" granted on November 30, 1993

Canadian Letters Patent No. 2,032,295 entitled "ANIMAL CONTAINMENT PEN" granted on March 15, 1994

Canadian Letters Patent No. 2,032,296 entitled "SQUEEZE CHUTE" granted on March 15, 1994

U.S. Patent Application Serial No. 09/325,939 filed June 4, 1999 and entitled "TWO-WAY GATE"

U.S. Patent 6,167,842 issued January 2, 2001 and entitled "ANIMAL CONFINEMENT PEN WITH IMPROVED ACCESS TO ANIMAL"

U.S. Patent Application Serial No. 09/326,780 filed June 4, 1999 and entitled "LIVESTOCK FEEDING METHOD"

U.S. Patent No. 5,964,548 issued October 12, 1999 and entitled "PANEL CONNECTOR"

U.S. Patent No. 5,375,815 issued December 27, 1994 and entitled "FLEXIBLE FENCING SYSTEM"

U.S. Patent Application Serial No. 09/326,788 filed June 4, 1999 and entitled "SWING-OUT FEEDER"

SCHEDULE E

CONSULTING AGREEMENT and LICENSE

ARTICLE I

Parties: The parties to this Consulting Agreement and License (hereinafter referred to as "Agreement") are Hi-Qual Manufacturing, USA, Inc. (hereinafter referred to as "Hi-Qual USA") and Hi-Qual Manufacturing Ltd. (hereinafter referred to as "Hi-Qual Ltd.").

ARTICLE II

Purpose: The purpose of this Agreement is to set forth the terms and conditions wherein Hi-Qual Ltd. will license certain Intellectual Property and will act as a consultant to Hi-Qual USA in connection with certain Intellectual Property whether owned now or at any time in the future during the terms of this Agreement.

ARTICLE III

Intellectual Property: The term intellectual property (the "Intellectual Property") when used in this Agreement shall refer to all of the interest of the owner of the Intellectual Property which shall include, but not be limited to, all trademarks, trade or brand names, or variations thereof, service marks, copyrights, industrial designs, inventions, patents, patent applications and rights, licenses, sublicenses, franchises, formula, processes and technology.

Hi-Qual Ltd. is the owner of certain Canadian patents, patent applications and/or patent registrations, all collectively hereinafter referred to for convenience as "Patents" which are used or useful in the manufacture by Hi-Qual Ltd. of certain agricultural products and which are further identified on Exhibit A, a copy of which is attached hereto and incorporated herein by reference.

Hi-Qual USA is the owner of certain United States patents under an Assignment Agreement of September 30, 1992, a copy of which such Assignment Agreement is attached hereto and incorporated herein by reference and labeled as Exhibit B.

ARTICLE IV

Term: This Agreement shall commence on the date of execution and shall continue thereafter for a term of 10 years and shall terminate on the 31st day of December 2010.

ARTICLE V

Duties and Obligations of Hi-Qual Ltd.: Hi-Qual Ltd. herein exclusively licenses to Hi-Qual USA all rights in the Intellectual Property of Hi-Qual Ltd. including but not limited to the Exhibit A patents for use by Hi-Qual USA during the term of this Agreement as specified in Article IV in the United States of America. The right to make

use of the intellectual property and Exhibit A patents includes but is not limited to the right to manufacture products and equipment and to sell such products and equipment within the territory hereinabove described. Any manufacture of products or equipment and the sale, lease or license thereof shall be free from any obligation for royalties to Hi-Qual Ltd. other than as expressly provided herein. The Exhibit A property and Intellectual Property of Hi-Qual Ltd. shall remain the property of Hi-Qual Ltd. throughout the term of this Agreement.

In addition to the foregoing license, Hi-Qual Ltd. shall act as consultant to Hi-Qual USA in connection with the license as set forth in this Agreement. Hi-Qual Ltd.'s obligation to act as consultant includes the obligation to act as consultant with regards to the intellectual property and the Exhibit A patents. In addition, Hi-Qual Ltd. shall act as consultant with regards to Hi-Qual USA's Intellectual Property including, but not limited to, the Exhibit B patents.

During the term hereof, any and all improvements, modifications, amendments, extensions and the use and/or licensing, sale, and application thereof (all hereinafter referred collectively as "Improvements") shall be the exclusive property of Hi-Qual USA. These Improvements shall remain the exclusive property of Hi-Qual USA after expiration of the term set forth in Article IV.

ARTICLE VI

Consideration: In consideration of the license and consulting services to be performed by Hi-Qual Ltd. during the term of this Agreement, Hi-Qual USA herein promises to pay to Hi-Qual Ltd. the sum of Fifty-five Thousand Dollars (\$55,000) U.S. per year in equal monthly instalments of Four Thousand Five Hundred Eighty-three Dollars and Thirty-three Cents (\$4,583.33) (the "Installments") with the first Installment commencing on the date of execution of this Agreement and identical Installments thereafter throughout the term of this Agreement.

ARTICLE VII

Option to Purchase: Should Hi-Qual USA not be in default under the terms of this Agreement, Hi-Qual Ltd. hereby grants to Hi-Qual USA an option, exercisable by Hi-Qual USA sixty (60) days prior to the expiration of the Term, to purchase any or all of the Intellectual Property which includes but is not limited to the Exhibit A Patents, for a total purchase price equal to the fair market value of the said Intellectual Property being purchased by Hi-Qual USA, which such value shall be determined as agreed by the parties, failing which either party may refer the matter to arbitration pursuant to the American Arbitration Society.

The transaction of purchase and sale described in this Article shall close on the expiration date of the Term or on such other date as the parties may agree.

Hi-Qual USA acknowledges that until the purchase option has been exercised and the said purchase price paid by Hi-Qual USA to Hi-Qual Ltd., the Intellectual Property remains the personal property of Hi-Qual Ltd.

ARTICLE VIII

Relationship of Parties: The relationship of Hi-Qual Ltd. and Hi-Qual USA shall be that of independent contractors. Hi-Qual USA shall not have the right to control Hi-Qual Ltd. or its employees and Hi-Qual Ltd. shall have total discretion and authority with regards to its duties and responsibilities as set forth in this Agreement. Nothing in this Agreement shall be interpreted to suggest that the employees of Hi-Qual Ltd. when assigned to assist Hi-Qual USA shall be employees of Hi-Qual USA. The parties herein agree that at all times the employees of Hi-Qual Ltd. shall remain the employees of Hi-Qual Ltd.

ARTICLE IX

Default: Failure of Hi-Qual USA to make any Installment required by this Agreement shall be an act of default. In the event of such default, Hi-Qual Ltd. shall send written notice to Hi-Qual USA specifying the exact nature of the default. Failure of Hi-Qual USA to cure the default by making the required Installment within 30 days of the date written notice is received by Hi-Qual USA, shall authorize Hi-Qual Ltd. to pursue any and all such remedies as may be authorized in a court having jurisdiction in the state of South Dakota and further including the right of Hi-Qual Ltd. to call upon the guarantors in the manner as provided in Article X.

ARTICLE X

Miscellaneous: This Agreement is binding upon the heirs, successors and assigns of the parties hereto. No amendment to this Agreement shall be effective unless reduced to writing and signed by the parties hereto.

ARTICLE XI

Guarantee: Peter C. Lien and Dakota Energy & Resources, Inc. (hereinafter referred to as "Guarantors") herein jointly and severally guarantee payment of all Installments required by the terms of this Agreement. In the event of a default in the payment of any Installment required by this Agreement, and the failure to cure the default within the term specified in Article VIII, Hi-Qual Ltd. may, in addition to such other remedies as may be authorized in this Agreement, serve written notice upon the Guarantors notifying the Guarantors of the default in the payment of Installment(s) by Hi-Qual USA and identifying the total sum of such Installment(s) which is due and payable. Thereupon, Guarantors shall promptly, within 10 days of receipt of written notice from Hi-Qual Ltd., pay the sum of such Installment(s) which is due and payable Hi-Qual Ltd. under the terms and conditions of this Agreement. Failure of Guarantors to pay the sum of the Installment(s) which is due and payable within the time specified (10

days) may result in Hi-Qual Ltd. commencing legal action in a court having jurisdiction in the state of South Dakota. In addition to such other remedies, Hi-Qual Ltd. may, upon default and payment by Hi-Qual USA, refuse further consulting until such time as Hi-Qual USA cures the default.

Default in making any Installment shall not act as acceleration of subsequent Installments.

ARTICLE XII

Exclusivity of License: License of the use of the Intellectual Property including but not limited to the Exhibit A patents is intended by the parties as an exclusive license within the United States of America. Notwithstanding, however, the parties acknowledge, agree and understand that Hi-Qual Ltd. shall enter into a License Agreement between itself and HiQual Manufacturing Canada Company, an affiliate of Hi-Qual USA, for the exclusive right to make use of Hi-Qual Ltd.'s Intellectual Property within the Nation of Canada.

ARTICLE XIII

Closing and Financing: The closing of the within agreement shall be conditional upon obtaining financing on or before January 31, 2001. In the event that this Agreement has closed pursuant to the terms hereof and satisfactory financing has not been obtained on or before January 31, 2001 then this Agreement shall be treated as having been voided and all actions taken at closing, to the extent possible, shall be reversed to the position the parties took on the day prior to closing and no party may maintain or allege any right or rights under this Agreement excepting only the voiding of this Agreement.

Dated this ____ day of January 2001.

Hi-Qual Manufacturing, USA, Inc

By: Pete Frey

Its: _____

Hi-Qual Manufacturing Ltd.

By: E. J. Shum

Its: President

Peter C. Lien
Peter C. Lien

Guarantor:

Peter C. Lien
Peter C. Lien

Dakota Energy & Resources, Inc.

By: Peter C. Lien

Its: _____

Guarantor:

Dakota Energy & Resources, Inc.

By: Peter C. Lien

Its: _____

EXHIBIT "A"
Consulting and License Agreement

Canadian Patent Application Serial No. 2,249,102 filed September 30, 1998 and entitled "LIVESTOCK FEEDING METHOD AND FEEDER"

Canadian Patent Application Serial No. 2,249,100 filed September 30, 1998 and entitled "TWO-WAY GATE"

Canadian Patent Application Serial No. 2,249,362 filed October 2, 1998 and entitled "ANIMAL CONFINEMENT PEN WITH IMPROVED ACCESS TO ANIMAL"

Canadian Patent Application Serial No. 2,201,234 filed March 27, 1997 and entitled "PANEL CONNECTOR"

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Canadian Letters Patent No. 1,324,742 entitled "FEEDER FOR ANIMALS" granted on November 30, 1993

Canadian Letters Patent No. 2,032,295 entitled "ANIMAL CONTAINMENT PEN" granted on March 15, 1994

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U.S. Patent Application Serial No. 09/326,780 filed June 4, 1999 and entitled "LIVESTOCK FEEDING METHOD"

U.S. Patent No. 5,964,548 issued October 12, 1999 and entitled "PANEL CONNECTOR"

U.S. Patent No. 5,375,815 issued December 27, 1994 and entitled "FLEXIBLE FENCING SYSTEM"

U.S. Patent Application Serial No. 09/326788 filed June 4, 1999 and entitled "SWING-OUT FEEDER"

H:\Word\Hi-Qual Documents 1-01\EXHIBIT A Consulting Agreement.doc

EXHIBIT B
Consulting and License Agreement

United States Patents which are owned or controlled by Hi-Qual Manufacturing, USA, Inc

1. Feeder for Animals - U.S. Patent # 5,127,368 - July 7, 1992
2. Feeder for Animals - U.S. Patent # 4,957,067 - September 18, 1990
3. Feeder for Animals - U.S. Patent # 5,058,531 - October 22, 1991
4. Flexible Fencing System - U.S. Application # 822,692
- U.S. Patent # 5,201,498 - April 13, 1993
5. Animal Confinement Pen
(Maternity Pen) - U.S. Application # 626,212
- U.S. Patent # 5,138,981 - August 18, 1992
6. Squeeze Chute - U.S. Application # 626,454
- U.S. Patent # 5,111,773 - May 12, 1992

SCHEDULE F

ASSIGNMENT

THIS AGREEMENT made effective the 1st day of March, 2005.

BETWEEN

AMA INVESTMENTS LIMITED,
formerly known as HI-QUAL MANUFACTURING LTD.,
a corporation incorporated under the laws of the
Province of Manitoba,

(hereinafter "AMA")

OF THE FIRST PART,

- and -

HIQUAL MANUFACTURING CANADA COMPANY,
a corporation incorporated under the laws of the Province of Nova Scotia,
and extra-provincially registered in the Province of Manitoba,

(hereinafter "HiQual Canada")

OF THE SECOND PART,

- and -

HI-QUAL MANUFACTURING, U.S.A., INC.,
a corporation incorporated under the laws of the State of South Dakota,
in the United States of America,

(hereinafter "Hi-Qual U.S.A.")

OF THE THIRD PART.

WHEREAS AMA (then known as Hi-Qual Manufacturing Ltd.) entered into an exclusive license agreement with HiQual Canada, attached hereto as Schedule "A" (the "License Agreement");

AND WHEREAS the parties now desire that the License Agreement be assigned from HiQual Canada to Hi-Qual U.S.A.;

NOW THEREFORE, for good and valuable consideration and the mutual covenants set forth herein, the parties agree as follows:

1. HiQual Canada hereby assigns to Hi-Qual U.S.A. all its interest in and to the License Agreement and Hi-Qual U.S.A. hereby accepts and assumes all entitlements or responsibilities as Licensee under the License Agreement, effective January 1, 2005.

2. AMA hereby consents to the assignment of the License Agreement from HiQual Canada to Hi-Qual U.S.A. effective January 1, 2005.

3. The parties specifically acknowledge and agree that "the Licensor's business carried on at 224 Ravenhurst" referred to in paragraph 4 of the License Agreement, consisted of the manufacture and distribution of agricultural products, including but not limited to livestock and equine products and that since entering into the License Agreement, the Licensor's business has extended to the manufacture and distribution of fabric-covered buildings.

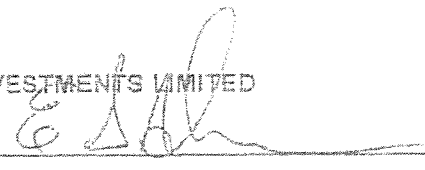
4. The parties further agree that the entitlements and responsibilities under the License Agreement now as between AMA and Hi-Qual U.S.A., relate only to the manufacture and sale of agricultural products into Canada, including, livestock and equine products by Hi-Qual U.S.A., that no Intellectual Property with respect to the fabric-covered buildings is hereby licensed to Hi-Qual U.S.A. and that the license fees payable under the License Agreement are in respect of those agricultural products for which the license is granted, including but not limited to, livestock and equine products sold or shipped to a third party by Hi-Qual U.S.A. or any affiliated Company, which is imported into Canada.

5. This agreement may be executed in any number of counterparts and all of these counterparts shall for all purposes constitute one agreement, binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

6 This agreement shall be interpreted in accordance with the laws of Manitoba and Canada as may be applicable hereto.

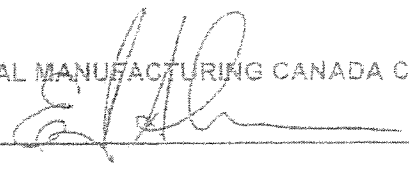
IN WITNESS WHEREOF the parties have executed this Agreement effective the date first written above.

AMA INVESTMENTS LIMITED

Per: 

Per: _____

HIQUAL MANUFACTURING CANADA COMPANY

Per: 

Per: _____

HI-QUAL MANUFACTURING, U.S.A., INC.

Per: 

Per: CHAIRMAN

SCHEDULE G

AMENDMENT TO CONSULTING AGREEMENT and LICENSE

SECTION I

Parties: The parties to this Amendment to Consulting Agreement and License (hereinafter referred to as "Amendment") are Hi-Qual Manufacturing USA, Inc. (hereinafter referred to as "Hi-Qual USA") and Hi-Qual Manufacturing, Ltd. (hereinafter referred to as "Hi-Qual Ltd.>").

SECTION II

Purpose: Hi-Qual USA and Hi-Qual Ltd. are parties to a Consulting and License Agreement dated the 3rd day of January, 2001, the purpose of which is to set forth the terms and conditions whereby Hi-Qual Ltd. has licensed certain Intellectual Property and has agreed to act as a consultant to Hi-Qual USA in connection with certain Intellectual Property. Hi-Qual USA and Hi-Qual Ltd. acknowledge the existences of this prior agreement and the validity thereof.

The purpose of this Amendment is to amend Article II, Article V, and Article VI of said prior Consulting Agreement and License by deleting such provisions in their entirety and readopting such Articles in the form set forth below with the intention that after the execution of this Amendment on behalf of the parties that they shall be bound by said amended forms of Article II, Article V, and Article VI in lieu of such original provisions.

SECTION III

Amendments: The parties agree that the Consulting Agreement and License identified in Section II hereof shall be amended by deleting Article II, Article V, and Article VI in their entirety and by readopting such Articles in the forms set forth directly below.

ARTICLE II

Purpose: The purpose of this Agreement is to set for the terms and conditions wherein Hi-Qual Ltd. will license certain Intellectual Property.

ARTICLE V

Duties and Obligations of Hi-Qual Ltd.: Hi-Qual Ltd. herein exclusively licenses to Hi-Qual USA all rights in the Intellectual Property of Hi-Qual Ltd. including but not limited to the Exhibit A patents for use by Hi-Qual USA during the term of this Agreement as specified in Article IV in the United States of America. The right to make use of the intellectual property and Exhibit A patents includes but is not limited to the right to manufacture products and equipment and to sell such products and equipment within the territory hereinabove described. Any manufacture of products or equipment and the sale, lease or license thereof shall be free from any obligation for royalties to Hi-Qual Ltd. other than as expressly provided herein. The Exhibit A property and Intellectual Property of Hi-Qual Ltd. shall remain the property of Hi-Qual Ltd. throughout the term of this Agreement.

During the term hereof, any and all improvements, modifications, amendments, extensions and the use and/or licensing, sale, and the application thereof (all hereinafter referred collectively as "Improvements") shall be the exclusive property of Hi-Qual USA. These improvements shall remain the exclusive property of Hi-Qual USA after expiration of the term set forth in Article IV.

ARTICLE VI

Consideration: Hi-Qual Ltd. acknowledges and agrees that Hi-Qual USA has paid good and sufficient consideration for the licenses granted to Hi-Qual USA for the term provided herein and there shall be no further payment of any sum due from Hi-Qual USA under the terms of this Agreement.

SECTION IV

Agreement to be Bound: Hi-Qual USA and Hi-Qual Ltd. adopt the foregoing amendments and affirm all of the other terms of the said prior consulting agreement and license.

Dated this 1st day of MARCH, 2005.

HI-QUAL MANUFACTURING, USA, INC.

By: P. H. Hien

Its: CHAIRMAN

HI-QUAL MANUFACTURING, LTD.

By: E. H. Hien

Its: Chairman

EXHIBIT "A"
Consulting and License Agreement

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Consulting and License Agreement

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2. Feeder for Animals - U.S. Patent # 4,957,067 - September 18, 1990
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4. Flexible Fencing System - U.S. Application # 822,692
- U.S. Patent # 5,201,498 - April 13, 1993
5. Animal Confinement Pen
(Maternity Pen) - U.S. Application # 626,212
- U.S. Patent # 5,138,981 - August 18, 1992
6. Squeeze Chute - U.S. Application # 626,454
- U.S. Patent # 5,111,773 - May 12, 1992

SCHEDULE H

