

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3109772

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
KATYAS CORPORATION D/B/A BBI SPREADERS	10/22/2014
BBI FABRICATORS, INC.	10/22/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SALFORD BBI INC.
<b>Street Address:</b>	P.O. BOX 630
<b>City:</b>	CORNELIA
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30531
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7380733
<b>Patent Number:</b>	8844846
<b>Application Number:</b>	62040515
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)294-4700
<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>	
<b>Phone:</b>	2122946635
<b>Email:</b>	dkumar@winston.com
<b>Correspondent Name:</b>	WINSTON & STRAWN LLP - BECKY TROUTMAN
<b>Address Line 1:</b>	1700 K STREET N.W.
<b>Address Line 2:</b>	PATENT DEPARTMENT
<b>Address Line 4:</b>	WASHINGTON, D.C. 200063817
<b>ATTORNEY DOCKET NUMBER:</b>	86517-2-SALFORD BBI INC.
<b>NAME OF SUBMITTER:</b>	BECKY L. TROUTMAN
<b>SIGNATURE:</b>	/Becky L. Troutman/
<b>DATE SIGNED:</b>	11/16/2014
<b>Total Attachments: 7</b>	
source=86517-2-III 12 IP Assignment Agreement-to Salford BBI Inc#page1.tif	
source=86517-2-III 12 IP Assignment Agreement-to Salford BBI Inc#page2.tif	

source=86517-2-III 12 IP Assignment Agreement-to Salford BBI Inc#page3.tif  
source=86517-2-III 12 IP Assignment Agreement-to Salford BBI Inc#page4.tif  
source=86517-2-III 12 IP Assignment Agreement-to Salford BBI Inc#page5.tif  
source=86517-2-III 12 IP Assignment Agreement-to Salford BBI Inc#page6.tif  
source=86517-2-III 12 IP Assignment Agreement-to Salford BBI Inc#page7.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT**, dated as of October 2, 2014 (the "Agreement"), is entered into by and between **SALFORD BBI INC.**, a Delaware corporation (the "Purchaser"), **KATYAS CORPORATION, D/B/A BBI SPREADERS**, a Georgia corporation ("Spreaders"), and **BBI FABRICATORS, INC.**, a Georgia corporation ("Fabricators", and together with Spreaders, the "Companies").

Reference is made to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among the Purchaser, the Companies and those other parties listed on Exhibit A thereto. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

### WITNESSETH:

**WHEREAS**, in connection with the transactions contemplated by the Purchase Agreement, the Companies desire to assign all rights they may have in and to all intellectual property used by the Companies on the terms and conditions set forth in this Agreement; and

**WHEREAS**, the execution and delivery of this Agreement are made pursuant to the Purchase Agreement.

**NOW, THEREFORE**, in consideration of the above premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. The Companies hereby irrevocably sell, transfer, assign, set over and convey to the Purchaser, its successors and assigns, all of the Assignors' right, title and interest in and to (in the United States and all foreign countries) all work and all intellectual property rights relating to, owned by, and used in connection with the business of the Companies at any time prior to the date hereof, including without limitation all ideas, inventions, improvements, work product, original works of authorship, algorithms, software, databases, systems, systems architecture, data, technology, designs, drawings, images, samples, proprietary information, trade secrets, know-how, processes, manufacturing techniques, customer lists, supplier lists, financial information, trade names, trademarks, service marks, trade dress and domain names, and all patent, trade secret, and copyright rights (including moral rights), database rights, mask work rights, domain names, trademark rights, trade dress rights and all goodwill associated therewith, including without limitation all worldwide right, title and interest in and to the patents, patent applications, patent licenses, trademarks, trademark registrations, trademark applications, domain names, copyrights, copyright registrations and trade secrets identified in Exhibit A, including all provisional, divisionals, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of any of the foregoing and all goodwill associated therewith, any other trademark, service mark or trade dress confusingly similar to any of the foregoing, and all other intellectual property and proprietary rights in any of the foregoing (collectively, the "Intellectual Property"). The Companies further hereby sell, transfer, assign,

set over and convey to the Purchaser, its successors and assigns, all of the Companies' right to file patent, copyright and trademark applications in the United States and throughout the world for the Intellectual Property in the name of the Purchaser, its successors and assigns. The Companies further hereby sell, transfer, assign, set over and convey to the Purchaser, and the Purchaser's successors and assigns, all proceeds to infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world for the Intellectual Property rights assigned herein.

2. Further Assurances. Each of the Purchaser and the Companies hereby agree to take any and all additional actions and to execute, acknowledge and deliver any and all documents which any other party hereto may reasonably request in order to effect the intent and purposes of the transactions contemplated hereby.

3. Amendments. This Agreement may not be amended except by an instrument in writing signed by the Purchaser and the Companies. By an instrument in writing, the Purchaser, on the one hand, or the Companies, on the other hand, may waive compliance by the other with any term or provision of this Agreement that such other party was or is obligated to comply with or perform.

4. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the parties hereto and their respective successors and permitted assigns, personal representatives, heirs and estates, as the case may be.

5. Governing Law. **THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO THE CONFLICTS OF LAWS OR PRINCIPLES THEREOF THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE.**

6. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

7. Purchase Agreement. This Agreement is subject in all respects to the terms and conditions of the Purchase Agreement. To the extent of any conflict between the terms of the Purchase Agreement and this Agreement, the Purchase Agreement shall control. Nothing contained in this Agreement shall be deemed to supersede any of the covenants, agreements, representations or warranties of the applicable parties contained in the Purchase Agreement.

8. Severability. It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the Laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining

provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.


9. Counterparts; Facsimile or Electronic Signatures. This Agreement may be executed by two or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute a single instrument. Execution and delivery of this Agreement by facsimile or electronic or email exchange bearing the copies of a party's signature shall constitute a valid and binding execution and delivery of this Agreement by such party. Such electronic copies shall constitute enforceable original documents.

[Signature Page Follows]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written. Each party's signature shall be accompanied by its corporate seal.

**COMPANIES**

**KATYAS CORPORATION, D/B/A BBI  
SPREADERS**

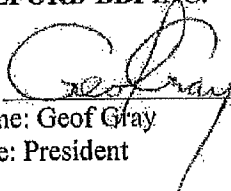
By:   
Name: Richard B. Hagler  
Title: Chief Executive Officer and President

**BBI FABRICATORS, INC.**

By:   
Name: Richard B. Hagler  
Title: Chief Executive Officer and President

**PURCHASER**

**SALFORD BBI INC.**

By:   
Name: Geof Gray  
Title: President

[Signature page to IP Assignment and Assumption Agreement]

## EXHIBIT A

### Intellectual Property

#### Patents; Patent Applications

##### 1. U.S. Patents and Patent Applications

Patent No.	Title
7,380,733 B2	Plural Bin Metering System
8,844,846	Binary Hydraulic Manifold System
Application No. 62/040,515	Spinner for a Particulate Material Spreader

##### 2. Patent License

- a. License Agreement dated July 30, 2010 between the U.S. Department of Agriculture, Agricultural Research Service and Barron & Brothers International (patent license to Company).

Trade name and common law trademark rights in the following:

#### Registered Trade Name:

Registration of Trade Name, BBI Spreaders, dated March 19, 2013 in Georgia, Habersham County.

#### Unregistered Trade Names:

Producer Series

MagnaSpread

MagnaSpread2

MagnaSpread3

Magnaspread Ultra

Javelin

Endurance

Liberty

Grasshopper

Cricket

Cricket Vineyard  
Trooper  
Subsurfer  
Citruspread  
RockBody  
SideShooter  
Task Command System  
FieldView  
TrackLeader  
SmartPath  
ProSpread  
IC18  
BBI Binary Manifold  
Hy Torque Manifold

Domain Names:

bbifab.com  
bbifabricators.com  
bbispreaders.com  
spreaderdepot.com  
spreaderhotline.com  
spreaderpartsinfo.com  
spreadersuperstore.com



bbispreadernews.com

bbielectronics.com

Drive110.com

Drive120.com

Drive130.com

Copyrights; Copyright Registrations

None.

Trade Secrets

None.