

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3212114

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSET PURCHASE AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOHN DEERE WATER LTD.	04/30/2010
RECEIVING PARTY DATA	
Name:	DEERE & COMPANY
Street Address:	ONE JOHN DEERE PLACE
City:	MOLINE
State/Country:	ILLINOIS
Postal Code:	61265
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8870098
CORRESPONDENCE DATA	
Fax Number:	(309)749-0083
<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>	
Email:	patmolineuspto@johndeere.com
Correspondent Name:	DEERE & COMPANY
Address Line 1:	ONE JOHN DEERE PLACE
Address Line 4:	MOLINE, ILLINOIS 61265
NAME OF SUBMITTER:	STEPHEN D. DELLETT
SIGNATURE:	/SDellett/
DATE SIGNED:	02/04/2015
Total Attachments: 10	
source=Asset_Purchase_Agreement_JD_Water_to_Deere#page1.tif source=Asset_Purchase_Agreement_JD_Water_to_Deere#page2.tif source=Asset_Purchase_Agreement_JD_Water_to_Deere#page3.tif source=Asset_Purchase_Agreement_JD_Water_to_Deere#page4.tif source=Asset_Purchase_Agreement_JD_Water_to_Deere#page5.tif source=Asset_Purchase_Agreement_JD_Water_to_Deere#page6.tif source=Asset_Purchase_Agreement_JD_Water_to_Deere#page7.tif source=Asset_Purchase_Agreement_JD_Water_to_Deere#page8.tif	

source=Asset_Purchase_Agreement_JD_Water_to_Deere#page9.tif

source=Asset_Purchase_Agreement_JD_Water_to_Deere#page10.tif

**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)

John Deere Water Ltd.

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

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

Execution Date(s) April 30, 2010

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

2. Name and address of receiving party(ies)

Name: Deere & Company

Internal Address: _____

Street Address: One John Deere Place

City: Moline

State: Illinois

Country: U.S. Zip: 61265

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

4. Application or patent number(s):

A. Patent Application No.(s)

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

B. Patent No.(s)

8870098

Additional numbers attached? Yes No

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

Name: Deere & Company

Internal Address: Global Intellectual Property Services

Street Address: One John Deere Place

City: Moline

State: Illinois Zip: 61265

Phone Number: (309) 765-4232

Docket Number: _____

Email Address: patmolineuspto@johndeere.com

6. Total number of applications and patents involved: 1

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

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

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

 Signature

Feb 4, 2015
Date

Stephen D. Dellett

Name of Person Signing

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

10

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

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made and entered into as of this 30th Date of April, 2010, by and among Deere & Company (U.S.), an Illinois corporation located in Moline, IL, USA, ("Purchaser"), and John Deere Water, Ltd. (Israel), an Israeli corporation incorporated under the laws of Israel located at Kibbutz GVAT, Israel, Israel ("Seller").

WITNESSETH:

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller certain assets described below subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, for and in consideration of the mutual undertakings and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Seller and Purchaser, intending to be legally bound, hereby agree as follows:

SECTION 1 SALE AND TRANSFER

1.1 Included Assets. Subject to terms and conditions hereof, at Closing, Seller will sell, convey, assign, transfer and deliver, and Purchaser will purchase and acquire from Seller, Seller's right, title and interest limited to the following assets (collectively, the "Included Assets"):

(a) Intellectual Property. All patents, trademarks, service marks, trade names, and copyrights (including registrations, licenses, and applications pertaining thereto), and all other intellectual property rights, trade secrets, and other proprietary information, processes, and formulae used in the Seller's business or otherwise necessary for the ownership and use of the Assets and the conduct of the Seller's Business (the "Intellectual Property"). The Intellectual Property includes the registered and common law trademarks and service marks, the reserved trade names, the copyrights, and the filed patent applications and issued patents including, but not limited to those listed in Schedule 1 and Schedule 2, except for those listed in Schedule 3 that will not be part of this transfer. Those developments were failed and are not part of the IP that is going to be transferred. Further, Seller agrees to make any declarations or sign any documents that may be necessary in the future to affect such transfers.

1.2 Intent of the Parties. Although the Schedules to this Agreement are intended to be complete, to the extent any rights or assets of the Seller are otherwise necessary for the ownership and use of the Assets and the conduct of the Seller's Business, but are not properly itemized or do not appear on the applicable Schedules to this Agreement where required, then such rights and assets shall nonetheless be deemed transferred to the Purchaser at Closing. Further, Seller agrees to make any declarations or sign any documents that may be necessary in the future to affect such transfers.

1.3 Purchase Price. The fair market value purchase price to be paid by Purchaser to Seller consists of the following (the "Purchase Price"):

(a) A US\$ _____ payment due to Seller upon Closing.

SECTION 2

CLOSING

2.1 Closing. The purchase and sale provided for in this Agreement shall take place via an exchange of all applicable Closing documents on August 4th, 2010 or at such other time, date or location as the Parties may mutually agree in writing ("Closing Date"). Closing shall be deemed effective as of 12:01am CST on the Closing Date.

2.2 Deliverables by Seller at Closing. In addition to the delivery by Seller of the Included Assets, Seller shall execute and deliver or shall cause its Affiliates to execute and deliver to Purchaser at Closing:

- (a) the executed Assignment of Patents in the form of Schedule 2.2(a);

SECTION 3 MISCELLANEOUS

8.2 No Reliance. No third party is entitled to rely upon any of the agreements of Purchaser or Seller, and Purchaser and Seller assume no liability to any third party because of any such reliance.

8.10 Governing Law. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Illinois, without giving effect to the conflict of laws rules thereof.

(a) This Agreement shall be approved by the Israeli Tax Authority (ITA) and the Office of the Chief Scientist (OCS) prior to execution.

8.12 Severability. If any provision, clause, or part of this Agreement, or the application thereof under certain circumstances, is held invalid, the remainder of this Agreement, or the application of such provision, clause, or part under other circumstances, shall not be affected thereby.

8.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same instrument. The Parties agree that this Agreement shall be legally binding upon the electronic transmission, including by facsimile or email of .pdf files, by each Party of a signed signature page to this Agreement to the other Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

Deere & Company (U.S.)


Signature

Thomas K. Jarrett
Printed Name

Assistant Secretary
Title

John Deere Water Ltd. (Israel)


Signature

Rony Arqi
Printed Name

VP JDWT & Managing Director
Title

Schedule 1



Schedule 2

Patents Issued and
Pending Patents - Sci

Plastro Issued and Pending Patents

Unit	Client	Case	Country	Type	Title	Status	File Date	Issue Date	App'l No.	Patent No.	Agent
PLA	SMWAT	01050	MHM	INV	Pictorial Design	Unfiled					
PLA	SMWAT	01051	MHM	INV	Rotary design	Unfiled					
PLA	SMWAT	18843	MOL	INV	In-Line Mini Sprinklers System and Method And Apparatus For Making Same	Unfiled	2/21/2006		IL2006000223		WEBB
PLA	SMWAT	18843	WO	ORD	In-Line Mini Sprinklers System and Method And Apparatus For Making Same	National	2/21/2006				WEBB
PLA	SMWAT	18843	EP	PCT	In-Line Mini Sprinklers System and Method And Apparatus For Making Same	Published	2/21/2006		6711205.2		WEBB
PLA	SMWAT	18843	US	PCT	In-Line Mini Sprinklers System and Method And Apparatus For Making Same	Published	2/21/2006		11/816323		WEBB
PLA	SMWAT	18843	IL	PRI	Regulated On-Line Drip Irrigation Emitter	Exam Req	2/21/2006		167015		WEBB
PLA	SMWAT	18844	IL	PRI	Integrally Formed with Inclined Outlet Method And Apparatus For Making Drip Irrigation Lines And Performed Member For Use Therein	Exam Req	5/22/2005		168724		WEBB
PLA	SMWAT	18845	US	PRI	Dual Component Drip Emitter And Its Production Means	Granted	8/15/1994	12/17/1996	08/290580	5584852	WEBB
PLA	SMWAT	18846	IL	PRI	Sprinkler With A Ball Bearing For Rotational And Linear Movements	Exam Req	8/15/2004		164043		WEBB
PLA	SMWAT	18847	WO	ORD	Sprinkler With A Ball Bearing For Rotational And Linear Movements	Expired	8/18/2003		IL2003000905		WEBB
PLA	SMWAT	18847	IL	PRI	Fluid Pressure Regulator	Exam Req	6/18/2004		163606		WEBB
PLA	SMWAT	18848	IT	EPC	Fluid Pressure Regulator	Granted	12/18/1993	7/6/1998	93630109.2	805357	WEBB
PLA	SMWAT	18848	EP	ORD	Fluid Pressure Regulator	Granted	12/18/1993	7/6/1998	93630109.2	805357	WEBB
PLA	SMWAT	18848	MX	ORD	Fluid Pressure Regulator	Granted	12/18/1993	6/30/2000	937915	197014	WEBB
PLA	SMWAT	18848	US	ORD	Fluid Pressure Regulator	Granted	12/18/1993	8/23/1994	08/162929	5339880	WEBB
PLA	SMWAT	18848	IL	PRI	Fluid Pressure Regulator	Granted	12/25/1992	4/27/1996	104232		WEBB
PLA	SMWAT	18849	EP	ORD	Method And Apparatus For Making Drip Irrigation Devices	Granted	11/19/1992	6/27/1996	92630100.3	545615	WEBB
PLA	SMWAT	18849	US	PRI	Method And Apparatus For Making Drip Irrigation Devices	Granted	11/19/1992	2/1/1994	07671037	5282916	WEBB
PLA	SMWAT	18850	IL	PRI	Gear-Type Rotary Sprinkler	Granted	11/16/1994	8/17/1998	111651	111651	WEBB
PLA	SMWAT	18851	EP	ORD	Rotary Sprinklers	Granted	7/29/1990	12/28/2003	90113910.5	408251	WEBB
PLA	SMWAT	18851	IL	ORD	Rotary Sprinklers	Granted	7/29/1990	11/19/1996	91062	91062	WEBB
PLA	SMWAT	18852	US	PRI	Drip Irrigation Emitter	Granted	7/15/1991	2/27/1993	07729953	5183208	WEBB
PLA	SMWAT	18853	EP	ORD	Drip Irrigation Lines	Granted	1/30/1991	4/19/1995	91101190.6	444425	WEBB
PLA	SMWAT	18853	US	PRI	Drip Irrigation Lines	Granted	1/29/1991	4/29/1993	07647099	5263503	WEBB
PLA	SMWAT	18854	US	ORD	Drip Irrigation Line And Method Of Making Same	Granted	8/28/1990	11/17/1992	07673924	5163622	WEBB
PLA	SMWAT	18854	IL	PRI	Drip Irrigation Line And Method Of Making Same	Granted	9/8/1989	7/28/1996	91571	91571	WEBB
PLA	SMWAT	18855	WO	ORD	Revolving Sprinkler	Published	3/24/2004		IL2004000289		WEBB
PLA	SMWAT	18855	AU	PCT	Revolving Sprinkler	Pending	3/24/2004		2004224563		WEBB
PLA	SMWAT	18855	EP	PCT	Revolving Sprinkler	Pending	3/24/2004		4722939.8		WEBB
PLA	SMWAT	18855	MX	PCT	Revolving Sprinkler	Granted	3/24/2004	4/3/2009	PA/a/2005/010324	265674	WEBB
PLA	SMWAT	18855	US	PCT	Revolving Sprinkler	Granted	3/24/2004	12/2/2008	11234048	7458527	WEBB

Patent Issued and Pending Patents

Unit	Client	Case	Country	Type	Title	Status	File Date	Issue Date	Appl No.	Patent No.	Agent
PLA	SMWAT	18855	ZA	PCT	Revolving Sprinkler	Granted	2/24/2004	5/30/2007	2005/07981	2005/07981	WEBB
PLA	SMWAT	18855	IL	PRI	Revolving Sprinkler	Exam Reg	2/24/2003		155053		WEBB
PLA	SMWAT	18856	IL	PRI	Method And Apparatus For Making Simultaneously A Number Of Drip Irrigation Lines With Preformed Members	Granted	9/10/1993	12/13/1996	108973	108973	WEBB
PLA	SMWAT	18857	US	ORD	Flow Reducer Devices And Drip Irrigation Emitters Including Same	Granted	11/28/1994	12/24/1996	08/348173	5596727	WEBB
PLA	SMWAT	18857	IL	PRI	Flow Reducer Devices And Drip Irrigation Emitters Including Same	Granted	12/24/1993	5/1/2000	108171	108171	WEBB
PLA	SMWAT	18858	IL	PRI	Speed Controlled Rotary Sprinkler And Method Of Distributing Water Around Such Rotary Sprinkler	Granted	1/24/1994	2/21/1997	108415	108415	WEBB
PLA	SMWAT	18859	IL	PRI	Intal Means For Drip Irrigation Water Emitters	Granted	10/28/1997	4/5/2004	12/3058	12/3058	WEBB
PLA	SMWAT	18860	WO	ORD	Fluid Pressure Regulator With No-Drain Valve	National	7/25/2006		IL2006000858		WEBB
PLA	SMWAT	18860	US	PCT	Fluid Pressure Regulator With No-Drain Valve	Pending	7/25/2006		11996746		WEBB
PLA	SMWAT	18860	IL	PRI	Fluid Pressure Regulator With No-Drain Valve	Exam Reg	7/25/2005		169872		WEBB
PLA	SMWAT	18861	WO	ORD	Drip Emitters With An Independent Non-Drain Valve	National	10/19/2006		IL2006001207		WEBB
PLA	SMWAT	18861	EP	PCT	Drip Emitters With An Independent Non-Drain Valve	Pending	10/19/2006		6809771.6		WEBB
PLA	SMWAT	18861	MX	PCT	Drip Emitters With An Independent Non-Drain Valve	Pending	10/19/2006		MX/a/2008/005223		WEBB
PLA	SMWAT	18861	US	PCT	Drip Emitters With An Independent Non-Drain Valve	Pending	10/19/2006		12/090454		WEBB
PLA	SMWAT	18861	IL	PRI	Drip Emitters With An Independent Non-Drain Valve	Exam Reg	10/19/2005		171482		WEBB
PLA	SMWAT	18862	IL	PRI	Drip Emitters With An Independent Non-Drain Valve	Exam Reg	10/19/2005		171483		WEBB
PLA	SMWAT	18863	WO	ORD	An Irrigation System, Method and Manufacturing Plan	Expired	4/10/2007		IL2007000456		WEBB
PLA	SMWAT	18863	IL	PRI	An Irrigation System, Method and Manufacturing Plan	Exam Reg	4/9/2006		174875		WEBB
PLA	SMWAT	18864	IL	PRI	Reinforced Irrigation Pipe	Pending	1/16/2008		188826		WEBB
PLA	SMWAT	19144	EM	PDS	PEG (brand name - BLOOMPEG)	Pending	11/23/2009		001636980		MHM
PLA	SMWAT	19145	EM	PDS	Dripper (ornamental design)	Pending	11/23/2009		001637520-0001		MHM

SCHEDULE 2

Class Number	Country	Trademark Name	Owner	Trademark Status	Reg Number
10722	MX	PLASTRO & Design	PLASTRO	In Process	530642
10735	EC	PLASTRO & Design	PLASTRO	Pending	
10681	IL	HYDROBLOOM & Design	PLASTRO	Pending	
10682	IL	HYDROBLOOM & Design	PLASTRO	Pending	
10674	ZA	HYDROGOLD & Design	PLASTRO	Pending	
10686	UY	PLASTRO & Design	PLASTRO	Pending	
10683	US	HYDROBLOOM & Design	PLASTRO	Published	
10675	US	HYDROGOLD & Design	PLASTRO	Published	
10669	TR	HYDROLITE	PLASTRO	Registered	144050
10670	AU	HYDROGOLD & Design	PLASTRO	Registered	1144790
10671	CL	HYDROGOLD & Design	PLASTRO	Registered	790713
10672	MX	HYDROGOLD & Design	PLASTRO	Registered	998061
10673	PE	HYDROGOLD & Design	PLASTRO	Registered	126736
10668	ZA	HYDROLITE	PLASTRO	Registered	932070
10687	US	PLASTRO & Design	PLASTRO	Registered	3179089
10668	AU	HYDROMINE & Design	PLASTRO	Registered	942746
10689	CL	HYDROMINE & Design	PLASTRO	Registered	624514
10660	MX	HYDROMINE & Design	PLASTRO	Registered	797923
10691	PE	HYDROMINE & Design	PLASTRO	Registered	76597
10692	ZA	HYDROMINE & Design	PLASTRO	Registered	200302227
10679	AU	HYDROBLOOM & Design	PLASTRO	Registered	1232385
10680	EM	HYDROBLOOM & Design	PLASTRO	Registered	006612679
10677	IL	BRIGHT IRRIGATION	PLASTRO	Registered	194364
10676	IL	WE BRING BRIGHTNESS TO IRRIGATION WORLD	PLASTRO	Registered	194965
10685	TR	PLASTRO & Design	PLASTRO	Registered	197913
10740	IT	TORNADO	PLASTRO	Registered	887196
10742	FR	TORNADO	PLASTRO	Registered	150612
10724	CN	PLASTRO & Design	PLASTRO	Registered	1726502
10725	TH	PLASTRO	PLASTRO	Registered	Kor109977
10726	PH	PLASTRO & Design	PLASTRO	Registered	4199805994
10727	BR	PLASTRO & Design	PLASTRO	Registered	619796060
10728	CL	PLASTRO & Design	PLASTRO	Registered	779957
10694	AU	ULTIMA & Design	PLASTRO	Registered	978269
10695	CN	ULTIMA & Design	PLASTRO	Registered	3880078
10696	EM	ULTIMA & Design	PLASTRO	Registered	003547502
10697	IN	ULTIMA & Design	PLASTRO	Registered	1249540
10698	IL	ULTIMA & Design	PLASTRO	Registered	167833
10699	ZA	ULTIMA & Design	PLASTRO	Registered	200319963
10700	US	ULTIMA & Design	PLASTRO	Registered	3402884
10702	IL	HYDRODRIP	PLASTRO	Registered	86703
10703	IT	HYDRODRIP	PLASTRO	Registered	668044
10704	ZA	HYDRODRIP	PLASTRO	Registered	932069
10705	TR	HYDRODRIP	PLASTRO	Registered	143141
10684	EM	PLASTRO & Design	PLASTRO	Registered	004732814
10721	AU	PLASTRO & Design	PLASTRO	Registered	1081442
10736	PE	PLASTRO & Design	PLASTRO	Registered	58142
10737	IL	NANODRIP	PLASTRO	Registered	191859
10738	US	TORNADO	PLAST-GV	Registered	1519711
10739	AU	TORNADO	PLASTRO	Registered	526397
10741	BX	TORNADO	PLASTRO	Registered	468702
10743	IL	GREEN POINT	PLASTRO	Registered	85469
10745	GT	ISRARIEGO	PLASTRO	Registered	113789
10733	AR	PLASTRO & Design	PLASTRO	Registered	2142392
10734	ZA	PLASTRO & Design	PLASTRO	Registered	200522993
10667	IT	HYDROLITE	PLASTRO	Registered	668045
10676	IL	PLASTRO	PLASTRO	Registered	194963
10747	PE	ISRARIEGO	PLASTRO	Registered	56910
10748	MX	ISRARIEGO	PLASTRO	Registered	549346
10749	BR	PLASTRO BRAZIL	PLASTRO	Registered	821726390
10750	IL	PLASTRO CONNECTOR DESIGN	PLASTRO	Registered	126856
10751	IL	PLASTRO RECTANGULAR DESIGN	PLASTRO	Registered	101654
10746	PA	ISRARIEGO	PLASTRO	Renewal ordered	105345
10723	PA	PLASTRO & Design	PLASTRO	Renewal ordered	105344

PATENT

REEL: 034894 FRAME: 0304

Schedule 3

Unit	Country	Title	Status	OSC Project number
PLA	IL	Porous irrigation drip line	Failed-Granted	8663
PLA	IL	Improve emitter	Failed-Granted	9152
PLA	IL	Automatic irrigation system for flowerpot (Sivan)	Failed-Granted	11087