

**RECORDATION FOR
TRADEMARK**

01-15-1999



100942853

thereof

To the Honorable Commissioner of Patents and Trademarks: Please

1. Name of conveying party(ies): HEI PING PLANTS THRIVE
DMI, Inc MKD
1.14.99

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of Delaware
 Other _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: November 2, 1998

2. Name and address of receiving party(ies):
Name: Case Corporation
Internal Address: _____
Street Address: 700 State Street
City: Racine State: Wisconsin ZIP: 53404

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State of Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s)
A. Trademark Application No.(s) _____
B. Trademark Registration No (s) _____
HEI PING PLANTS THRIVE Reg. No. 2,156,713

See attached exhibit A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: David M. Thimmig
Internal Address: Mayer, Brown & Platt
Street Address: P.O. Box 2828
City: Chicago State: IL ZIP: 60690-2828

6. Total number of applications and registrations involved: 21

7. Total fee (37 CFR 3.41) \$ 540.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
13-0019
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David M. Thimmig Signature [Signature] Date: January 12, 1999

Total number of pages comprising cover sheet: 10

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Patent and Trademark Office
100 Jefferson Pike
Washington, DC 20503

**Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231**

Public burden reporting for this sample sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington D.C. 20503.

EXHIBIT A

| Mark | Reg. No. | Reg. Date |
|-----------------------|-----------|-----------|
| QUIC 'N EASY | 2,135.724 | 02/10/98 |
| BERM TUCK'R | 2,162.492 | 06/02/98 |
| TILLAGE INSPECTOR | 1,953.025 | 01/30/96 |
| PRECISION-AIR | 1,908.175 | 08/01/95 |
| SPRING-SEAL'R | 1,866.739 | 12/13/94 |
| TRU-TRAK'R | 1,886.918 | 04/04/95 |
| ECOLO-CHAMP | 1,762.463 | 04/06/93 |
| ECOLO-TIGER | 1,761.039 | 03/30/93 |
| CRUMBLER | 1,808.819 | 12/07/93 |
| TIGER-MATE (stylized) | 1,752.232 | 02/16/93 |
| YIELD-TILL | 1,655.243 | 09/03/91 |
| UNI-SEAL'R | 1,666.444 | 12/03/91 |
| ECOLO-TIL | 1,571.587 | 12/19/89 |
| TIGER | 1,507.826 | 10/11/88 |
| NUTRI-PLACR | 1,338.820 | 06/04/85 |
| COLTER-CHAMP | 1,238.033 | 05/17/83 |
| FURBO-TIGER | 1,198.473 | 06/22/82 |
| DMI | 1,058.993 | 02/15/77 |
| QUIC-CUSH'N | 1,050.602 | 10/19/76 |
| DMI (with shield) | 946,676 | 11/07/72 |

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment"), dated as of November 2, 1998 is from DMI, INC., a Delaware corporation ("Assignor"), to CASE CORPORATION, a Delaware corporation with ("Assignee").

WHEREAS, Assignor and Assignee have entered into the Asset Purchase Agreement, dated as of September 24, 1998 ("the "Asset Purchase Agreement"), providing for the sale to Assignee of certain assets of Assignor including, without limitation, all right, title and interest in and to all registered and unregistered trade names, trademarks, service names and service marks (including applications for each of the foregoing) (the "Trademarks"), including, without limitation, the Trademarks identified on Appendix A, together with all goodwill associated with the Trademarks;

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire, all right, title and interest in and to the Trademarks and all goodwill associated with the Trademarks; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Trademarks to Assignee.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants, representations and warranties in Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest in and to the Trademarks throughout the world, together with (i) the goodwill associated with the Trademarks and (ii) all rights and privileges pertaining to the Trademarks, including, without limitation, all causes of action, claims and demands and other rights for, or arising from, any past or future infringement of the Trademarks, including the right to receive damages for the same.

2. Assignor shall, without further consideration, cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Trademark Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademarks and all other rights hereby conveyed.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be duly executed by their respective authorized representatives, all as of the day and year first above written.

ASSIGNOR:

DMI, INC.

By: W H Schmidtgal

Printed Name: W H Schmidtgal

Title: Pres.

Don E. Blumer

Witness

John R. Jaldani

Witness

CASE CORPORATION

By: _____

Printed Name: _____

Title: _____

Witness

Witness

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be duly executed by their respective authorized representatives, all as of the day and year first above written.

ASSIGNOR:

DMI, INC.

By: _____

Printed Name: _____

Title: _____

Witness

Witness

CASE CORPORATION

By: RM Christman

Printed Name: Richard M. Christman

Title: Senior Vice President

[Signature]
Witness

[Signature]
Witness

State of Illinois

County of Logan

This 22 day of October, 1998, Don Schultz personally came before me, Janice L Gormley, a Notary Public for said County and State, who being by me duly sworn, says that he is a duly authorized officer of DMI, Inc. a Delaware corporation, and that said writing was signed and sealed by him on behalf of said corporation by its authority duly given. The said Don Schultz acknowledged the said writing to be the free act and deed of the corporation.

WITNESS my hand and notarial seal.

Janice L Gormley
Notary Public

My Commission Expires:
10/21/01

[SEAL]




State of Illinois


County of Cook

This 2nd day of November, 1998, Richard M. Christman personally came before me, C.D. Shaw, a Notary Public for said County and State, who being by me duly sworn, says that he is Senior Vice President of Case Corporation, a Delaware corporation, and that said writing was signed and sealed by him on behalf of said corporation by its authority duly given. The said Richard M. Christman acknowledged the said writing to be the free act and deed of the corporation.

WITNESS my hand and notarial seal.


Notary Public

My Commission Expires:

[SEAL] 

APPENDIX A TO TRADEMARK ASSIGNMENT

Trademark Assignments - United States

| Mark | Registration Number | Date Registered |
|-----------------------|---------------------|-----------------|
| HELPING PLANTS THRIVE | 2,156,713 | 05/12/98 |
| QUIC 'N EASY | 2,135,724 | 02/10/98 |
| BERM TUCK'R | 2,162,492 | 06/02/98 |
| TILLAGE INSPECTOR | 1,953,025 | 01/30/96 |
| PRECISION-AIR | 1,908,175 | 08/01/95 |
| SPRING-SEAL'R | 1,866,739 | 12/13/94 |
| TRU-TRAK'R | 1,886,918 | 04/04/95 |
| ECOLO-CHAMP | 1,762,463 | 04/06/93 |
| ECOLO-TIGER | 1,761,039 | 03/30/93 |
| CRUMBLER | 1,808,819 | 12/07/93 |
| TIGER-MATE (stylized) | 1,752,232 | 02/16/93 |
| YIELD-TILL | 1,655,243 | 09/03/91 |
| UNI-SEAL'R | 1,666,444 | 12/03/91 |
| ECOLO-TIL | 1,571,587 | 12/19/89 |
| TIGER | 1,507,826 | 10/11/88 |
| NUTRI-PLACR | 1,338,820 | 06/04/85 |
| COLTER-CHAMP | 1,238,033 | 05/17/83 |
| TURBO-TIGER | 1,198,473 | 06/22/82 |
| DMI | 1,058,993 | 02/15/77 |
| QUIC-CUSH'N | 1,050,602 | 10/19/76 |
| DMI (with shield) | 946,676 | 11/07/72 |

Trademark Assignments - Canada

| Mark | Registration Number | Date Registered |
|------------------|---------------------|-----------------|
| TIGER-MATE | TMA495252 | 27 May 1998 |
| ECOLO-TIGER | TMA495254 | 27 May 1998 |
| YIELD-TILL | TMA495255 | 27 May 1998 |
| DMI | TMA384265 | 10 May 1991 |
| DMI (and design) | TMA391167 | 6 December 1991 |

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- 6 -

RECORDED: 01/14/1999

TRADEMARK
REEL: 1840 FRAME: 0009