

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Purchase and Sale Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANDREWS REVOCABLE TRUST		06/03/2002	Trust: CALIFORNIA
RECEIVING PARTY DATA			
Name:	AndrewsAg Inc.		
Street Address:	13650 Copus Road		
City:	Bakersfield		
State/Country:	CALIFORNIA		
Postal Code:	93313		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	825525	ANDREWS	
CORRESPONDENCE DATA			
Fax Number:	(805)435-1795		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(805) 370-9100		
Email:	trademarks@dirksenlaw.com		
Correspondent Name:	Thomas A. Dirksen		
Address Line 1:	2829 Townsgate Road, Suite 320		
Address Line 4:	Westlake Village, CALIFORNIA 91361		
NAME OF SUBMITTER:	Thomas A. Dirksen		
Signature:	/thomas a dirksen/		
Date:	05/02/2005		

Total Attachments: 3
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OP \$40.00 825525

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PURCHASE AND SALE AGREEMENT

This Agreement is made this June 3, 2002 by and between ELISE V. ANDREWS, STANLEY M. VALENTINE, JR., and JERRY NEELY, SUCCESSOR TRUSTEES OF THE ANDREWS REVOCABLE TRUST, ESTABLISHED ON OCTOBER 8, 1982, AS AMENDED, herein called "Seller" and AndrewsAg Inc., a California corporation, herein called "Buyer".

Whereas, Seller owns assets used for agricultural production; and

Whereas, Buyer wishes to purchase said assets and commence an independent farming operation, and

Whereas, Seller wishes to sell and Buyer wishes to purchase the assets listed below according to the terms of this Agreement,

FOR THE CONSIDERATION STATED BELOW, the parties hereto agree as follows:

ARTICLE 1. PURCHASE AND SALE OF ASSETS

Section 1.01. Assets Being Purchased. Seller shall sell to Buyer and Buyer shall purchase from Seller, on the terms specified in this Agreement, the assets of Seller shown on the schedules attached hereto, herein called "the Assets," as described below.

(a) **Assets Purchased at April 26, 2002 Auction.** Buyer purchased assets at Seller's April 26, 2002 based on a letter agreement dated April 24, 2002. These assets are listed on Exhibit A. The price shall be the price established at the auction.

(b) **Assets to be Purchased at Close.** Buyer will purchase those assets listed on Exhibit B at the Close of Escrow. The price for these assets shall be determined by agreement of the parties or by appraisal of their fair market value as of June 1, 2002.

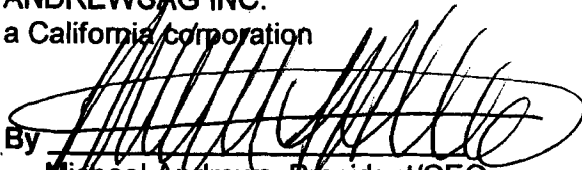
(c) **Office Furniture and Equipment.** Buyer will purchase those items of office furniture and equipment listed on Exhibit C at the Close of Escrow. The price of these items shall be \$1.00.

(d) **Inventory of Farm Supplies.** Buyer will purchase Seller's inventory of farm supplies such as farm chemicals, fertilizers, seed, herbicides, insecticides, fuel, etc. as listed on Exhibit D at the Close of Escrow. The price of these items shall be the Seller's acquisition cost of the items.

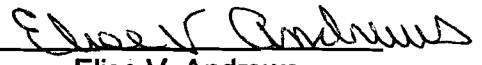
(e) **Brand Names.** Buyer will purchase the brand names, telephone and fax numbers, domain names, website listed on Exhibit E at the Close of Escrow. The price for these items shall be \$0.00.


(f) **Aluminum Irrigation Pipe.** Buyer will purchase all aluminum irrigation pipe in the field on the day of the April 26, 2002 auction as list on Exhibit F. The price for these items shall be the highest price obtained for comparable pipe at the April 26, 2002 auction.

BUYER
ANDREWSAG INC.
a California corporation

By 
Michael Andrews, President/CEO

SELLER
ANDREWS REVOCABLE TRUST
EST. 10/8/82, AS AMENDED

By 
Elise V. Andrews,
Successor Trustee

By 
Stanley M. Valentine, Jr.
Successor Trustee

By 
Jerry Neely
Successor Trustee

EXHIBIT "E"

(BRAND NAMES BEING TRANSFERRED TO BUYER)

"Andrews"

"Lyla"

"Big Fred"