

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|--------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AgCove, L.L.C. | FORMERLY AgConcepts, LLC | 12/04/2002 | LTD LIAB JT ST CO: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | J.R. Simplot Company | | |
| Street Address: | P.O. Box 27 | | |
| City: | Boise | | |
| State/Country: | IDAHO | | |
| Postal Code: | 83707-0027 | | |
| Entity Type: | CORPORATION: NEVADA | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2685310 | SOIL BINDER EC | |
| Registration Number: | 2676250 | SOIL BINDER DC | |
| Registration Number: | 2584606 | PIERCE | |
| Serial Number: | 76113265 | KICKER | |
| Serial Number: | 76113254 | KICKER PLUS | |
| Serial Number: | 76113253 | KICKER PLUS DRY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (301)762-4056 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 301-424-3640 | | |
| Email: | efile@usiplaw.com | | |
| Correspondent Name: | Barbara A. Friedman | | |
| Address Line 1: | 1901 Research Boulevard | | |
| Address Line 2: | Suite 400 | | |
| Address Line 4: | Rockville, MARYLAND 20850 | | |

OP \$165.00 2685310

| | |
|--|-----------------------|
| NAME OF SUBMITTER: | Barbara A. Friedman |
| Signature: | /Barbara A. Friedman/ |
| Date: | 06/23/2005 |
| Total Attachments: 5 source=Assignment #page1.tif source=Assignment #page2.tif source=Assignment #page3.tif source=Assignment #page4.tif source=Assignment #page5.tif | |

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made the 30th day of November 2002, between AgCove, L.L.C., formerly known as AgConcepts, LLC, a limited liability company organized under the laws of the State of Delaware, with a business address of 7617 State Route 31, Richmond, Illinois 60071 ("the Assignor"), and J.R. Simplot Company, a corporation organized under the laws of the State of Nevada, with a business address of 1 Capital Center, 999 Main Street Boise, Idaho 83702 ("the Assignee").

WHEREAS, the Assignor has adopted and used in the United States the trademarks listed on Schedule A hereto (the "Trademarks") and is the owner of the applications or registrations, as applicable, thereof shown in the said Schedule A; and

WHEREAS, the Assignee wishes to acquire all of Assignor's rights in and to the Trademarks and any applications and registrations thereof, and the goodwill associated with such Trademarks.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. ASSIGNMENT

Assignor hereby assigns, transfers and conveys to the Assignee all rights, title and interests in and to the Trademarks and the applications and registrations thereof, together with the goodwill of the business which is symbolized by the Trademarks, and with the right to recover for damages and profits and all other remedies for past infringement thereof.

The Assignor hereby agrees to give, execute and/or deliver any document, notice, agreement or other evidence of assignment as may be reasonably necessary to evidence or effectuate the foregoing; *provided*, however, that Assignor does not assume, and shall not be responsible for, any costs, including, without limitation, filing fees, associated with evidencing or effecting the foregoing or the transaction that is the subject matter of this Assignment.

2. CONSIDERATION

- a) In consideration hereof, Assignee shall pay Assignor the sum of one thousand seven hundred fifty dollars (\$1,750) (the "Purchase Price").
- b) Assignor acknowledges and agrees that payment of the amount set forth above by Assignee shall constitute the full and complete consideration due to Assignor hereunder, and no other payments shall be due or recoverable by Assignor related to this Assignment.

3. GENERAL PROVISIONS

- a) The parties agree that this Assignment shall be governed by the substantive laws of the State of Illinois, without regard to any such laws or regulations that may direct the application of the law of any other jurisdiction.
- b) This Assignment constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous or contemporaneous representations, understandings or other communications, either verbal or written, between the parties concerning such subject matter.
- c) Neither party shall be liable for its failure to perform or delay in performing its obligations hereunder due to any event beyond its reasonable control, including without limitation, acts of God, fire, flood or other natural disaster, war, insurrections, labor disputes or shortages, governmental laws, ordinances, rules, regulations (whether valid or invalid), or other similar events.
- d) The headings used in this Assignment have been inserted for convenience only and shall not affect or be deemed to control its construction or interpretation.
- e) This Assignment is freely assignable and transferable by Assignee without any further compensation due or owing to Assignor or any other person or entity.
- f) The parties hereby acknowledge that Assignor's legal name was changed from AgConcepts, LLC to AgCove, L.L.C., as evidenced by that certain Certificate of Amendment of AgConcepts, LLC dated

April 25, 2002, and recorded in the Office of the Delaware Secretary of State on April 29, 2002, at file number 020296870-3228733, a copy of which is attached hereto and marked as Exhibit 1.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized agents on the date set forth above.

AGCOVE, L.L.C., formerly know as
AgConcepts, LLC, a Delaware limited
liability company, Assignor

By *Diana Braun*

Title *PRESIDENT*

Name *DIANA BRAUN*

STATE OF *ILLINOIS*)
)
COUNTY OF *McHenry*)

Before me, a Notary Public within and for said County and State, personally appeared the above named *Diana Braun*, the _____ of AgCove, L.L.C., who acknowledges that he or she did sign the foregoing instrument and that the same is the free act and deed of said company, and the free act and deed of such officer/manager.

Signed sealed and delivered before me
this *4th* day of *December*, 2002:

Timothy P. Starnik
Notary Public

NOTARY PUBLIC
TIMOTHY P. STARNIK
NOTARY PUBLIC STATE OF ILLINOIS
12/02/02

J.R. SIMPLOT COMPANY, a Nevada corporation, Assignee

By [Signature]

Title President & CEO

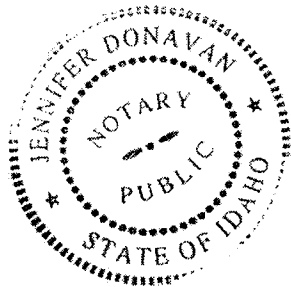
Name LAWRENCE S. HLOBIK

STATE OF Idaho)
)
COUNTY OF Ada)

Before me, a Notary Public within and for said County and State, personally appeared the above named Lawrence S. Hlobik, the President & CEO of J.R. Simplot Company, who acknowledges that he or she did sign the foregoing instrument and that the same is the free act and deed of said corporation, and the free act and deed of such officer.

Signed sealed and delivered before me
this 17 day of December, 2002:

Jennifer Donavan
Notary Public
Expiration 5/31/08



SCHEDULE A

| TRADEMARKS | USPTO SERIAL NO. | USPTO REGISTRATION STATUS | CONSIDERATION |
|-----------------|-----------------------------|---------------------------|---------------|
| Soil Binder DC | 76/127582 | Publication Date 10/29/02 | \$225 |
| Soil Binder EC | 76/127858 | Publication Date 11/19/02 | \$225 |
| Kicker | 76/113265 | Pending | \$325 |
| Kicker Plus | 76/113254 | Pending | \$325 |
| Kicker Plus Dry | 76/113253 | Pending | \$325 |
| Pierce | 76/113252 Reg. # 2584606 | Registration Date 6/25/02 | \$325 |
| Total | | | \$1,750 |

Exhibit 1

STATE OF DELAWARE
SECRETARY OF STATE 3
DIVISION OF CORPORATIONS
FILED 09:00 AM 04/29/2002
020296870 - 3228733

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF

AGCONCEPTS, LLC

1. Name of Limited Liability Company: AgConcepts, LLC
2. The Certificate of Formation of the limited liability company is hereby amended as follows: The name of the limited liability company shall be changed to: "AgCove, L.L.C."

[set forth amendment(s)]

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 25th day of April, A.D. 2002.

By: Denise Philpaw
Authorized Person(s)

Name: Denise Philpaw
Print or Type