

09-30-1998

02-23-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

1998 SEP 23 PM 1:03
OPR/FINANCE

MRD 9-25-98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
03311998
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
01311997

Name J.W. Jung Seed Company

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Wisconsin

Receiving Party

Mark if additional names of receiving parties attached

Name PAJ Seeds, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1117 Lakeshore Drive

Address (line 2) Beaver Dam, WI 53916

Address (line 3) _____

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Wisconsin

02/24/1999 DC0ATES 00000008 2147435

FOR OFFICE USE ONLY

01 RC:481
02 RC:482
03 RC:998

40.00 OP
25.00 OP
15.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1858 FRAME: 0331

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Lydie A. Hudson
Name of Person Signing

Lydie Arthos Hudson
Signature

7-29-98
Date Signed

ASSIGNMENT OF TRADEMARK
J.W. JUNG SEED COMPANY AND
JUNG SEED GENETICS, INC. (COLLECTIVELY "ASSIGNORS")
TO
PAJ SEEDS, INC. ("ASSIGNEE")

RECITALS

WHEREAS, Assignors are both Wisconsin corporations with their principal offices at 335 South High Street, Randolph, Wisconsin 53596 and Assignors and their predecessor companies have adopted and used the trademark and service mark JUNG (the "Trademark") in connection with the development, raising, marketing and distribution of agricultural seeds, including without limitation, hybrid seed corn, soybean and alfalfa and the distribution of agricultural seed products produced by others (the "Genetics Business");

WHEREAS, Jung Seed Genetics, Inc. is currently using the Trademark in connection with the Genetics Business; and

WHEREAS, in accordance with the J.W. Jung Seed Company Agreement and Plan for Corporate Reorganization (the "Reorganization Agreement") executed by the Assignors and the Assignee on even date hereof, the parties have agreed to make the assignment hereinafter set forth.

AGREEMENT

NOW, WHEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by the Assignors, the Assignors agree as follows:

1. Assignment and Transfer. Assignors hereby sell, assign, transfer and convey to the Assignee all their respective rights, title and interest to the Trademark, together with the goodwill of the Genetics Business symbolized by said Trademark.

2. Trademark Registrations. The federal trademark registrations pending (a) for the trademark JUNG for use in connection with "Seeds for Agricultural Purposes, Namely Seed Corn, Soybean, Alfalfa and Wheat and other field seeds", and (b) for the service mark JUNG in connection with "Retail Sale and Wholesale Distribution of Agricultural Seeds," will both be assigned by Assignors to Assignee upon issuance of said registrations by the Federal Patent and Trademark Office.

3. Governing Law. This Assignment shall be governed by the laws of the State of Wisconsin.

4. Dispute Resolution. Any dispute arising under this Assignment shall be governed by the dispute resolution provisions stated in the Reorganization Agreement.

5. Other Agreement. This Assignment is executed in accordance with and is subject to the terms and conditions of the Reorganization Agreement.

6. Ownership Rights Retained by J.W. Jung Seed Company. This Agreement shall have no effect on the ownership and use by J.W. Jung Seed Company of the trademark and service mark "JUNG" used in connection with the operation of retail garden centers,

selling products for lawn and garden use and providing landscaping design and installation services, and the raising of nursery stock (the "Garden Center Business") and/or the distribution and sale of horticultural seeds through catalog merchandising (the "Catalog Business"); and the term "Trademark" as used in this Agreement shall not refer to and shall have no relation to trademark and service mark "JUNG" used by J.W. Jung Seed Company in connection with the Garden Center Business and/or the Catalog Business.

IN WITNESS WHEREOF, Assignors have caused this instrument to be executed by their duly authorized officers effective as of January 31, 1997.

J.W. JUNG SEED COMPANY

By: Richard J. Zondag
Richard J. Zondag, President

JUNG SEED GENETICS, INC.

By: Richard J. Zondag
Richard J. Zondag, President

Signed and sworn to before me
this 3rd day of February, 1997.

Robert E. Chritton
Robert E. Chritton
Notary Public of Wisconsin
My commission is permanent.

979v1013197, 4:00 p.m.)