



## ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK (this "Assignment") is entered into as of June 12, 1998 by and between BANDINI FERTILIZER COMPANY, a California corporation ("Assignor"), and BFC ACQUISITION CORPORATION, a California corporation ("Assignee").

### Recitals

WHEREAS, Assignor has adopted and is using the trademark "Bandini Fertilizer Company" registered with the U.S. Patent and Trademark Office, Registration Number 674,054 (the "Mark");

WHEREAS, pursuant to a certain Asset Purchase Agreement, as amended (the "Agreement") and a certain Bill of Sale, Assignor is selling to Assignee certain assets defined in the Agreement, including the Mark;

WHEREAS, pursuant to the Agreement, Assignor desires to assign and transfer all of its right, title and interest in and to the Mark to Assignee; and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to said Mark;

### Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the Mark, together with the good will of the business symbolized by the Mark, the registration therefor, including any renewals and extensions of the registration that is or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties or payments which accrue subsequent to the date of this Assignment, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.


Assignor will execute and deliver to Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


To the extent any provision herein is inconsistent with the Agreement, the provisions of the Agreement shall control.

IN WITNESS WHEREOF, the Assignment has been executed as of the date first above written.

BANDINI FERTILIZER COMPANY

By   
Its Chairman

BFC ACQUISITION CORPORATION

By   
Its CEO