(Rev. 6-93)

T-478 P.001/004 F-489

RECORDATION FORM COVER SHEET TRADEMARKS ONLY FORM PTO-1594 OMB No. 0651-0011 (exp. 4/94)

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

M&G 12424,1-US-01	copy thereof
To the Commissioner of Patents and Trademarks: Please record	2. Name and address of receiving party(ies):
1. Name of conveying party(ies):	North Country Seed, LLC
North Country Seed Limited Partnership	
	102 Main Street Ormsby, MN 56162
Individuals General Partnership Corporation-State of Other: Minnesota limited partnership	
Additional name(s) of conveying party(ies) attached? Yes No	-
3. Nature of conveyance: Assignment Security Agreement Other: Merger Change of Name	Individual(s) citizenship General Partnership Corporation-State of Other: a Minnesota Limited Liability Company
Execution Date: July 7, 1999	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
	(Designations must be separate document from Assignment)
	Additional name(s) & address(es) attached? Yes No
4. Application number(s) or trademark number(s):	Additional manager of the desired programmes and
	B. Trademark Reg. No.(s)/Mark(s)
A. Trademark Application No.(s)/ Mark(s)	-
	1,575,374 - BETTER LIFE and Design
	bers attached? Yes No 6. Total number of applications and trademarks involved: 1
Name and address of party to whom correspondence concerning document should be mailed:	
Name: John L. Beard	Finchosed
P.O. Box 2910	Authorized to be charged to deposit account
Minneapolis, MN 55402-0910	Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725
DO NOT USE THIS SPACE	
9. Statement and signature:	
9. Statement and signature.	existing in this and correct and any attached copy is a true copy of the
To the best of my knowledge and belief, the foregoing into original document.	formation is true and correct and any attached copy is a true copy of the
1///	11/15/01
John L. Beard Name of Person Signing	Signature Date
Time of Lordinary	Total number of pages including cover sheet, attachments, and document: 4
The conting of this conting	
Do not detach this portion	
Mail disconnents to be preceded with required cover sheet information to	

Commissioner for Patents and Trademarks Box Assignments

Washington, D.C. 20231

Public burden reporting for this sample cover 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 Monogement and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

> **TRADEMARK REEL: 002371 FRAME: 0867**

BILL OF SALE

Seed Limited Partnership, a limited partnership organized under the laws of the State of Minnesota, in consideration of One and no/100 (\$1.00) Dollar and other good and valuable consideration, does hereby grant, bargain, sell and convey unto North Country Seed, LLC, its successors and assigns, forever, the following described goods, chattels and personal property, to-wit:

- An undivided one-half (1/2) interest in and to Pioneer
 Tofu Soybean Germplasm as is more specifically
 described and set forth in Exhibit "A" attached hereto
 and incorporated herein by reference.
- 2. Logo NCS", a copy of which is attached hereto as Exhibit B" and incorporated herein by reference.
 - 3. Trademark and goodwill associated therewith "Better-Life" and design, a copy of which is attached hereto as Exhibit "C" and incorporated herein by reference.
 - 4 All bank accounts, licensing agreements, production/grower contracts, leases or contract rights related to the business operations of North Country Seed Limited Partnership.
 - All machinery, equipment, inventory, supplies or materials located at 102 Main Street, Ormsby, Minnesota.

TO HAVE AND TO HOLD THE SAME, North Country Seed
Limited Partnership agrees to warrant and defend the sale of
said goods, chattels and personal property hereby made unto
North Country Seed LLC, its successors and assigns, against all

TRADEMARK REEL: 002371 FRAME: 0868 and every person and persons whomsoever, lawfully claiming or to claim the same.

Dated: 7/7/99

NORTH COUNTRY SEED LIMITED PARTNERSHIP

Bv:

John J. Rabbe, President of North Country Seed, Inc.,

General Partner

STATE OF MINNESOTA)

\$\$.

COUNTY OF Mastin)

On this 7 day of July 1999, before me, a notary public within and for said County and State, personally appeared John J. Rabbe, to me personally known, who, being by me duly sworn did say that he is the President of North Country Seed, Inc., the General Partner of North Country Seed Limited Partnership, the limited partnership named in the foregoing instrument, and acknowledged that said instrument was signed on behalf of the limited partnership by authority of its partners, and said John J. Rabbe acknowledged said instrument to be the free act and deed of said limited partnership.

Nogary Public

JOAN SPITZER

Instrument Drafted By:

Michael P. Kircher
SUNDE, OLSON, KIRCHER
AND ZENDER
Attorneys at Law
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P.O. Box 506
St. James, MN 56081
(507) 375-3352

MPK/mjt

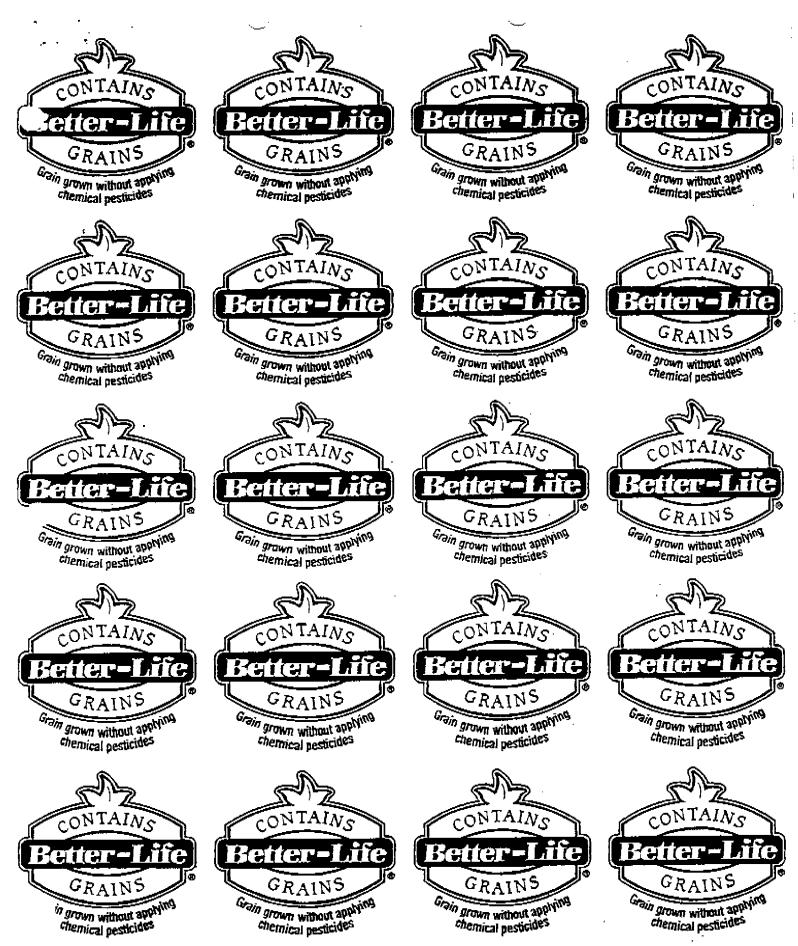


EXHIBIT C

RECORDED: 11/16/2001

TRADEMARK REEL: 002371 FRAME: 0870