

10-10-2001



101868106

OCT - 1 2001

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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

**Submission Type**

- New 10/01/01
- 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
- Merger
- Change of Name
- Other

OCT - 1 2001  
Effective Date  
Month Day Year  
09/28/2001

**Conveying Party**

Mark if additional names of conveying parties attached

Name EcoScience Corporation

Execution Date  
Month Day Year  
09/28/2001

Formerly

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

**Receiving Party**

Mark if additional names of receiving parties attached

Name Agro Power Development, Inc.

DBA/AKA/TA

Composed of

Address (line 1) 17 Christopher Way

Address (line 2)

Address (line 3) Eatontown

New Jersey, U.S.A.

07724

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization Delaware

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.)

10/09/2001 T01AZ1 00000134 2070143

**FOR OFFICE USE ONLY**

01 FD: 661 40.00 OP  
02 FD: 662 75.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

**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)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,070,143"/>	<input type="text" value="1,881,123"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,184,289"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,866,189"/>	<input type="text"/>	<input type="text"/>

**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.

Kristine M. Miller

October 1, 2001

Name of Person Signing

Signature

Date Signed

## WORLDWIDE ASSIGNMENT OF MARKS

This Worldwide Assignment of Marks is made by and between EcoScience Corporation ("**EcoScience**"), Agro Power Development, Inc. ("**APD**"), each a corporation of the State of Delaware, U.S.A., with an address at 17 Christopher Way, Eatontown, New Jersey 07724; and Village Farms, L.P. ("**Village Farms**"), a limited partnership of the State of Delaware, U.S.A., also with an address at 17 Christopher Way, Eatontown; (collectively referred to hereafter as the "**Parties**").

WHEREAS, the Parties wish for all worldwide rights, title and interest they may have in and to any and all trademarks, service marks, trade dresses, trade names, certification marks, including all U.S. and foreign applications and registrations therefore, all common law rights associated therewith, and all good will associated thereby, including, but not limited to, the marks listed on the attached Exhibit A and Exhibit B (collectively referred to as the "**Marks**") to be assigned and transferred to Village Farms; and

WHEREAS, Village Farms, as successor to the businesses of APD, which businesses remain ongoing and existing, pursuant to Section 10 of the Lanham Act, 15 U.S.C. Section 1060, wishes to acquire all rights, title and interest in and to the Marks; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the Parties hereby acknowledge, the Parties agree as follows:

1. Effective on September 28, 2001, EcoScience shall merge into APD, effectively transferring to APD all of the rights, title and interest it may have in and to the any of the Marks including the marks listed on the attached Exhibit A, and all corresponding foreign applications and registrations therefore together with their good will, all common law rights associated therewith, all good will associated thereby, and all right to sue for past infringement of the Marks and to recover and hold all profits and damages arising therefrom, worldwide;

2. Immediately after consummation of the merger and the transfer specified in paragraph 1 above and effective on September 28, 2001, APD hereby assigns to Village Farms all of its rights, title and interest it may then have in and to any of the Marks, including the marks listed on the attached Exhibit A and Exhibit B, and all corresponding foreign applications and registrations therefore together with their good will, all common law rights associated therewith, all good will associated thereby, and all right to sue for past infringement of the Marks and to recover and hold all profits and damages arising therefrom, worldwide;

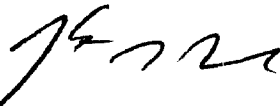
3. [Intentionally Omitted]

4. [Intentionally Omitted]

5. Agro Power and EcoScience agree to cooperate with Village Farms, at no additional compensation, by executing any and all papers including, but not limited to, assignment documents for recording this assignment before foreign trademark offices; by providing affidavits; giving testimony; and doing any and all acts which Village Farms may determine necessary, in its reasonable discretion, to carry out the intent of this assignment and to enforce Village Farm's trademark rights against third parties.

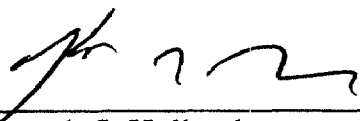
**AGRO POWER DEVELOPMENT, INC.**  
**a Delaware corporation**

Date: September 28, 2001

By:   
Name: Kenneth S. Hollander  
Title: Chief Financial Officer

**ECOSCIENCE CORPORATION**  
**a Delaware corporation**

Date: September 28, 2001

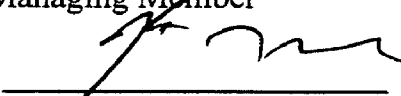
By:   
Name: Kenneth S. Hollander  
Title: Chief Financial Officer

Accepted:

VILLAGE FARMS, L.P.

By: Village Farms of Delaware, L.L.C.,  
its General Partner

By: Agro Power Development, Inc.,  
its Managing Member

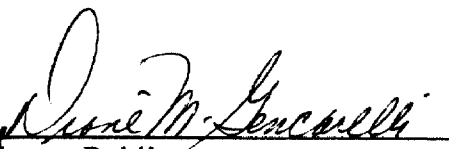
By:   
Name: ~~Kenneth S. Hollander~~  
Title: Chief Financial Officer

STATE OF NEW JERSEY )  
 ) ss.  
COUNTY OF MONMOUTH )

On this 10 day of JULY, 2001, before me, a notary public in and for said county, appeared KENNETH S. HOLLANDER who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the uses and purposes therein set forth.

Witness my hand and official seal.

**DIANE M. GENCARELLI**  
**NOTARY PUBLIC OF NEW JERSEY**  
Commission Expires 1/22/2003

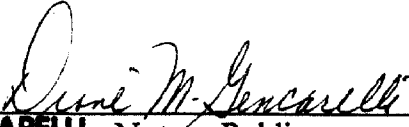
  
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF NEW JERSEY )  
 ) ss.  
COUNTY OF MONMOUTH )

On this 10 day of JULY, 2001, before me, a notary public in and for said county, appeared KENNETH S. HOLLANDER who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the uses and purposes therein set forth.

Witness my hand and official seal. \*


  
**DIANE M. GENCARELLI** Notary Public  
**NOTARY PUBLIC OF NEW JERSEY**  
Commission Expires 1/22/2006

My commission expires: \_\_\_\_\_

STATE OF NEW JERSEY )  
  ) ss.  
COUNTY OF MONMOUTH )

On this 10 day of JULY, 2001, before me, a notary public in and for said county, appeared KENNETH S. HOLLANDER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the uses and purposes therein set forth.

Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
2685589\_3   **DIANE M. GENCARELLI**  
  **NOTARY PUBLIC OF NEW JERSEY**  
  **Commission Expires 1/22/2006**

**EXHIBIT A**  
**TO WORLDWIDE ASSIGNMENT OF MARKS**

**Australian Registrations**

1. B230,208 - PACRITE
2. 253,293 - PACRITE
3. B253,294 - PACRITE
4. 253,295 - PACRITE

**Canadian Registrations**

1. TMA 449,018 – ECOSCIENCE & Design
2. TMA 450,061 – ECOSCIENCE & Design

**France Registrations**

1. 93,480,864 – ECOSCIENCE & Design
2. 93,481,305 – ECOSCIENCE & Design

**Germany Registrations**

1. 2,071,606 – ECOSCIENCE & Design
2. 2,909,465 – ECOSCIENCE & Design

**Great Britain Registrations**

1. B1,545,481 – ECOSCIENCE & Design

**Japan Registrations**

1. 3,166,878 – ECOSCIENCE & Design

**Korea Registrations**

1. 304,608 – ECOSCIENCE & Design
2. 312,236 – ECOSCIENCE & Design
3. 346,267 – ECOSCIENCE & Design

**Mexico Registrations**

1. 176,388 – ECOSCIENCE & Design
2. 176,387 – ECOSCIENCE & Design

**Morocco Registrations**

1. 36,387 - PACRITE
2. 36,388 - SEALBRITE
3. 36,386 - CITRASHINE

**U.S. Registrations**

1. Reg. No. 2,070,143 - BIO-BLAST
2. Reg. No. 2,184,289 - BIO-SAVE
1. Reg. No. 1,866,189 - ECOSCIENCE & Design
2. Reg. No. 1,881,123 - HORIZONTAL TRANSFER



**EXHIBIT B**  
**TO WORLDWIDE ASSIGNMENT OF MARKS**

**U.S. Applications**

1. Ser. No. 75/528,441 – HOME CHOICE

**U.S. Registrations**

3. Reg. No. 2,422,551 – BABY BEEFS
4. Reg. No. 1,704,348 – VILLAGE FARMS