

5/13/02

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party(ies): Aventis CropScience USA Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation-State New York [] Other Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies) Name: Aventis CropScience USA Holding LP Internal Address: Street Address: 2 T.W. Alexander Dr. City: RTP State: NC Zip: 27709 [] Individual(s) citizenship [] Association [] General Partnership [X] Limited Partnership Delaware [] Corporation-State [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [] No

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: January 1, 2000

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 0659980 Additional number(s) attached [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Sidney R. Brown Internal Address: Street Address: 3500 SunTrust Plaza 303 Peachtree Street, N.E. City: Atlanta State: GA Zip: 30308

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$40.00 + 120.00 expedite fee [X] Enclosed [] Authorized to be charged to deposit account

8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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. Sidney R. Brown Name of Person Signing [Signature] Signature 5-10-02 Date

Total number of pages including cover sheet, attachments, and document: 4

05/14/2002 DBYRNE 00000289 0659980

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:481 40.00 OP 02 FC:484 120.00 OP

TRADEMARK REEL: 002466 FRAME: 0722

TRADEMARK ASSIGNMENT

WHEREAS, Aventis CropScience USA Inc. (formerly known as Rhone-Poulenc Ag Company Inc.), a corporation organized and existing under the laws of New York, and having a place of business at 2 T.W. Alexander Dr., RTP, NC 27709 (hereinafter “**Assignor**”) and Aventis CropScience USA Holding LP, a limited partnership organized and existing under the laws of Delaware and having a place of business at 2 T.W. Alexander Dr., RTP, NC 27709 (hereinafter “**Assignee**”) have entered into an Asset and Liability Transfer Agreement, dated as of January 1, 2000 (the “**Agreement**”), pursuant to which Assignor transferred to Assignee certain assets, including the registered trademark set forth in Schedule A (hereinafter the “**Trademark**”), at the First Closing (as defined in the Agreement), which assets constitute all or substantially all of the assets of Assignor related to the business in which the Trademark is intended for use; and


WHEREAS, the parties now desire to perfect the assignment of the Trademark by executing this Trademark Assignment;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and for other good and valuable consideration as recited in the Agreement, receipt and sufficiency of which is acknowledged, Assignor sells, assigns, transfers and sets over unto Assignee, to be held and enjoyed by Assignee, its successors, assignees and nominees, all Assignor’s right, title and interest in and to the Trademark and the good will associated therewith, as fully and entirely as same would have been held and enjoyed by Assignor had this assignment not been made, including the right to sue for past infringements. At the request of Assignee, Assignor agrees to perform all reasonable acts and provide all available information necessary to enable Assignee to defend, record and enforce the Trademark and Assignee’s rights and title therein, subject to Assignee’s obligations (a) to pay all costs and expenses (including attorneys’ fees) associated

therewith and (b) to indemnify Assignor for all damages, costs and expenses of such defense or enforcement, including without limitation attorneys' fees, payment for Assignor's personnel's time and payment for counsel to represent Assignor's personnel who assist or participate in any such enforcement or defense.


This Assignment is executed at [RTP, NC] this [9th] day of [May], 2002.

AVENTIS CROPSCIENCE USA INC.

By: 
Name: Randall A. Jones
Title: Vice President and Secretary

STATE OF North Carolina)
) SS:
COUNTY OF Durham)

Signed before me this 9 day of May 2002 by _____.


Notary Public
My Appointment Expires: Dec. 4, 2003

SCHEDULE A

Trademark

Country

Reg No/Reg Date

FOLEX

USA

0659980/April 1, 1958