



06-19-2002



102126612

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE: 7

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Aventis CropScience USA LP

6.13.02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 06/07/2002

2. Name and address of receiving party(ies)

Name: AMVAC Chemical Corporation

Internal Address: N/A

Street Address: 4695 MacArthur Court, Ste 1250

City: Newport Beach State: CA Zip: 92660

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State California 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 72032354

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael V. Lee, Esq.

Internal Address: McDermott, Will & Emery

Street Address: 18191 Von Karman Ave., 5th Fl.

City: Irvine State: CA Zip: 92612

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Michael V. Lee Name of Person Signing

Signature

June 12, 2002 Date

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

06/18/2002 LWELLER 00000269 72032354

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 DP

TRADEMARK REEL: 002527 FRAME: 0870

TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, Aventis CropScience USA 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 “**Assignor**”) and AMVAC Chemical Corporation, a corporation organized and existing under the laws of California and having a place of business at 4695 MacArthur Court, Suite 1250, Newport Beach, California 92660 (hereinafter “**Assignee**”) have entered into an Asset Purchase Agreement (the “**Agreement**”) pursuant to which Assignor is obligated to assign to Assignee the registered trademarks set forth in Schedule A (hereinafter the “**Trademarks**”).

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 of which is acknowledged, Assignor, subject to the Agreement, 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 Trademarks 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 Trademarks 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.

SCHEDULE A

Trademark

Country

Reg No/Reg Date

Folex

USA

72032354/April 1, 1958