


Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings $\Rightarrow \Rightarrow \Rightarrow$		<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>		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): LAND O'LAKES, INC. 4001 Lexington Avenue No. Arden Hills, MN 55126 <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Minnesota <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>AGRILIANCE, LLC</u> Internal Address: <u>MS 2500</u> Street Address: <u>4001 Lexington Avenue No.</u> City: <u>Arden Hills</u> State: <u>MN</u> Zip: <u>55126</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Limited Liability Corporation</u> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>July 28, 2000</u>			4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) <u>2,583,860; 2,006,346</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Brenda Goebel</u> Internal Address: <u>MS 2500</u> <u>Land O'Lakes, Inc.</u> Street Address: <u>4001 Lexington Avenue No.</u> City: <u>Arden Hills</u> State: <u>MN</u> Zip: <u>55126</u>			6. Total number of applications and registrations involved: ..... <span style="border: 1px solid black; padding: 2px 5px;">2</span> 7. Total fee (37 CFR 3.41).....\$ <u>65.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>12-0215</u> (Attach duplicate copy of this page if paying by deposit account)		
<b>DO NOT USE THIS SPACE</b>					
9. Statement and signature. <i>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.</i> <u>Peter S. Janzen</u> Name of Person Signing <span style="margin-left: 150px;"><u></u></span> Signature <span style="margin-left: 100px;"><u>4/30/2003</u></span> Date Total number of pages, including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px 5px;">2</span>					

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

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is entered into by and between Land O'Lakes, Inc., a Minnesota cooperative corporation ("Seller") and Agrilience LLC, a Delaware limited liability company ("Buyer").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby assigns to Buyer all Seller's rights and interest in all assets and liabilities of the wholesale and retail agronomy locations described on Exhibit A, (other than "Excluded Assets and Liabilities", hereinafter defined), including, but not limited to, trade payables, expenses, leases, licenses, permits, contracts, orders, tradenames, trademarks, other intellectual property, contractual and tort liabilities (including environmental liabilities), whether known or unknown, incurred, existent or arising after January 1, 2000 (the "Assets and Liabilities"). Notwithstanding the foregoing, Seller shall not assign and Buyer shall not assume any long term indebtedness, or expenses or liabilities related to Seller's employees ("Excluded Assets and Liabilities").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer hereby assumes and agrees to discharge all obligations of Seller relating to the Assets and Liabilities.

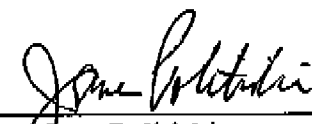
The parties agree that from time to time, as and when requested by Buyer or Seller, or by their successors or assigns, Buyer and Seller will execute and deliver, or cause to be executed and delivered all such other documents or instruments and will take or cause to be taken such other or further action as Buyer or Seller may deem necessary or desirable in order to carry out the intent and purposes of this agreement.

Dated: July 28, 2000.

Land O'Lakes, Inc.

Agrilience LLC

By:   
 Name: Peter Simonse  
 Its: Assistant Treasurer

By:   
 Name: Jane Politiski  
 Its: Co-Chief Financial Officer