

04-15-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇌ ⇌ ⇌ ▼



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

102419848

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

1. Name of conveying party(ies): 4-10-03
KRB Seed Company, LLC

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

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

2. Name and address of receiving party(ies)
Name: Pennington Seed, Inc.
Internal
Address: The Old Federal Reserve Bank Bldg.

Street Address: 1280 Atlanta Highway
City: Madison State: GA Zip: 30650

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Delaware
 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:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 12/20/02

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 1,391,788
1,425,883

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jeffrey B. Sladkus, Esq.
Internal Address: _____
Womble Carlyle Sandridge & Rice, PLLC
Suite 3500
Street Address: One Atlantic Center
1201 West Peachtree Street
City: Atlanta State: GA Zip: 30309

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-0517

DO NOT USE THIS SPACE

9. Signature.
Jeffrey B. Sladkus 4/8/03
Name of Person Signing Signature Date

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

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

TRADEMARK
REEL: 002711 FRAME: 0875

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT made and entered into as of this 20th day of December, 2002, by and between **KRB SEED COMPANY, LLC**, a North Carolina limited liability company, with an address at 199 Budd Boulevard, Winston-Salem, North Carolina 27103 (the "Assignor") in favor of **PENNINGTON SEED, INC.**, a Delaware corporation, with an address at 1280 Atlanta Highway, The Old Federal Reserve Bank Building, Madison, GA 30650 (the "Assignee").

RECITALS:

A. Assignor is the owner of (A) that certain trademark, TRI-PLEX, which is registered on the Principal Register in the PTO, Registration No. 1,391,788, dated April 29, 1986; and (B) that certain trademark, ULTIMA, which is registered on the Principal Register in the PTO, Registration No. 1,425,883, dated January 20, 1987 (collectively, the "Marks").

B. Pursuant to that certain License Agreement, dated effective as of October 1, 2000, by and between Assignor and Assignee (the "License Agreement"), Assignor has granted to Assignee an exclusive license to the Marks.

C. Assignee desires to acquire, and Assignor has agreed to transfer to Assignee, all of Assignor's right, title and interest in and to the Marks, and Assignee and Assignor have agreed to terminate the License Agreement solely with respect to the Marks.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Assignment. Assignor assigns, sells and transfers to Assignee, all right, title and interest of Assignor in and to (i) the Marks and the registrations for the Marks; (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations of the Marks; and (iii) the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilution or damage or injury to the Marks or the registrations thereof or such associated goodwill.

2. Representations and Warranties. Assignee acknowledges that the sole extent of Assignor's representations and warranties with regard to the Marks are set forth in the License Agreement and that Assignor makes no other representation or warranty of any kind with respect to the Marks.


3. Termination. Assignee and Assignor hereby agree and acknowledge that the License Agreement is terminated as of the date of this Assignment, solely with respect to the Marks; provided, however that the indemnity set forth in Section 13(a) of the License Agreement shall survive the termination of the License Agreement with respect to the Marks. Assignee and Assignor hereby reaffirm the License Agreement and all other obligations and undertakings set forth therein, in all other respects.

4. Governing Law. This Assignment shall be governed by the laws of North Carolina and contains the entire agreement and understanding of the parties concerning the subject matter hereof.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the day and year first above written.

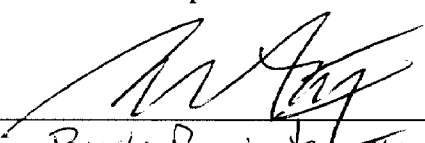
ASSIGNOR:

KRB SEED COMPANY, LLC,
a North Carolina limited liability company

By: 
Kenneth R. Budd, Member/Manager

ASSIGNEE:

PENNINGTON SEED, INC.
a Delaware corporation

By: 
Name: Brooks Pennington
Title: President

BTCM/196169v3