

05-21-2003



102453261

To the Honorable Commission

1. Name of conveying party(ies):

GRIFFIN, L.L.C.

S-1403

- Individual
- General Partnership
- Corporation-State:
- Other **Limited Liability Company**

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

2. Name and address of receiving party(ies):

Name: NATIONS AG II, L.L.C.

Address: 2901-12 Rivendell

City **Knoxville** State **TN** Zip Code: **37922**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State:
- Other **Limited Liability Company**

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: **February 28, 2003**

4(a). Trademark Application No.(s): **75/780,880;**
75/789,433; 78/165,407

4(b). Trademark Registration No.(s):

Additional numbers attached? Yes No

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

Name **Robert E. Richards, Esq.**

Address: **KILPATRICK STOCKTON LLP**
1100 Peachtree Street
Suite 2800
Atlanta, Georgia 30309

6. Total number of applications and registrations involved: **3**

7. Total fee (37 CFR 3.41) enclosed: **\$ 90**

FINANCE SECTION
MAY 19 AM 8 19
RECORDS

05/20/2003 TDIAZ1

0000062 75780880

01 FC:8521

40.00 OP

02 FC:8522

50.00 OP

DO NOT USE THIS SPACE

8. 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

I certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Director of the U.S. Patent & Trademark Office, Mailstop Assignment Recordation Services, P.O. Box 1450, Alexandria, VA 22313-1450, on May 15, 2003.

Robert E. Richards

Name of Person Signing

Signature

Date

5-15-03

Attorney Docket No: **06778-8000 (43248-220778)**

Total number of pages including cover sheet: **9**

Mail documents to be recorded with required cover sheet information to:

Director of the U.S. Patent & Trademark Office
Mailstop Assignment Recordation Services
P.O. Box 1450
Alexandria, VA 22313-1450

CONFIDENTIAL

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Trademark Assignment") is made and entered into as of this 19th of November (the "Effective Date"), by and between Nations Ag II, L.L.C., a Tennessee limited liability company with its principal place of business at 2901-12 Rivendell, Knoxville, Tennessee 37922 ("Nations Ag") and Griffin, L.L.C., a Delaware limited liability company with its principal place of business at 2509 Rocky Ford Road, Valdosta, Georgia 31601 ("Griffin") (each of Griffin and Nations Ag, individually, a "Party" and, collectively, the "Parties").

RECITALS

WHEREAS, the Parties are entering into that certain Asset Transfer Agreement dated as of the date hereof (the "ATA"), pursuant to which Griffin is transferring to Nations Ag, and Nations Ag is taking ownership of, substantially all of Griffin's Chlorothalonil trading assets on the terms and conditions hereinafter set forth in the ATA; and

WHEREAS, Griffin owns certain trademarks and tradenames subject to the Permitted Liens, and desires to transfer ownership of such trademarks and tradenames to Nations Ag subject to the Permitted Liens.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **DEFINITIONS.** Any term not defined in this Trademark Assignment shall have the meaning given such term in the Settlement Agreement.

2. **ASSIGNMENT.**

Griffin hereby irrevocably assigns and transfers to Nations Ag all of Griffin's right, title and interest in and to those trademarks, service marks, trade names, service names and logos, together with any registrations thereof or applications therefor issued by or filed with any Governmental Entity, set forth on Schedule A hereto (collectively, the "Trademarks"), free and clear of any Liens with the exception of the Permitted Liens.

3. **WARRANTIES AND COVENANTS.**

A. **No Abandonment.** Griffin has not abandoned any pending trademark

TRADEMARK ASSIGNMENT
EXECUTION COPY

CONFIDENTIAL

application and Griffin shall notify Nations Ag immediately if it knows or has reason to know of any reason why any Trademark may become abandoned, invalidated or the subject of any suit.

B. Maintenance. Griffin will render any assistance necessary to Nations Ag, at Nations Ag's expense, in any proceeding before the United States Patent and Trademark Office or any similar office or agency in the United States or any other country to maintain each Trademark.

C. Notify. Griffin will promptly notify Nations Ag if Griffin learns of any use by any person of any infringement of the Trademarks. If requested by Nations Ag, Griffin, at Nations Ag's expense, shall join with Nations Ag in such action as Nations Ag, in Nations Ag's discretion, may deem advisable for the protection of Nations Ag's interest in and to the Trademarks.

4. GENERAL. The provisions of Article VII of the Settlement Agreement are incorporated herein and made applicable to this Trademark Assignment, and, for purposes of this Trademark Assignment, all references to the Settlement Agreement in such Article VII shall be deemed to refer to the Trademark Assignment.

**TRADEMARK ASSIGNMENT
EXECUTION COPY**

CONFIDENTIAL

IN WITNESS WHEREOF, the Parties hereto have executed this Trademark Assignment as of the day and year first above written.

NATIONS AG II, L.L.C.

GRIFFIN, L.L.C.

By: 

By: _____

Name: GERALD FRASSE

Name: _____

Title: MANAGER

Title: _____

**TRADEMARK ASSIGNMENT
EXECUTION COPY**

CONFIDENTIAL

IN WITNESS WHEREOF, the Parties hereto have executed this Trademark Assignment as of the day and year first above written.

NATIONS AG II, L.L.C.

By: _____

Name: _____

Title: _____

GRIFFIN, L.L.C.

By: *James W. Beardon*

Name: *James W. Beardon*

Title: *Vice President*

TRADEMARK ASSIGNMENT
EXECUTION COPY

CONFIDENTIAL

**Schedule A
Trademarks**

EQUUS

United States Registration #75/780,880
Canada Trademark Application #1,042,540

CONCORDE

United States Registration #75/789,33
Canada Application #1,024,172*

* In August 2002, Griffin instructed its Canadian trademark counsel to cancel this trademark application.

**TRADEMARK ASSIGNMENT
EXECUTION COPY**

AMENDMENT NO. 1 TO TRADEMARK ASSIGNMENT AGREEMENT

This AMENDMENT NO. 1 (the "Trademark Amendment") is made effective as of February 28 2003 by and between Nations Ag II, L.L.C., a Tennessee limited liability company with its principal place of business at 2901-12 Rivendell, Knoxville, Tennessee 37922 ("Nations Ag") and Griffin, L.L.C., a Delaware limited liability company with its principal place of business at 2509 Rocky Ford Road, Valdosta, Georgia 31601 ("Griffin") (each of Griffin and Nations Ag, individually, a "Party" and, collectively, the "Parties") and amends that certain TRADEMARK ASSIGNMENT AGREEMENT dated as of November 19, 2002 by and between the Parties (the "TAA").

1. **Definitions.** Terms not otherwise defined in this Trademark Amendment shall have the meanings given such terms in the TAA.

2. **Assignment.** Section 2 of the TAA is hereby deleted in its entirety and replaced with the following: Griffin hereby irrevocably assigns and transfers to Nations Ag all of Griffin's right, title and interest in and to those trademarks, service marks, trade names, service names and logos, together with any registrations thereof or applications therefor issued by or filed with any Governmental Entity, set forth on Schedule A hereto (collectively, the "Trademarks"), and the goodwill of the business symbolized by the Trademarks, and all rights of action and claims for past infringement, free and clear of any Liens with the exception of the Permitted Liens.

3. **Amendment to Schedule A.** The following is hereby added to Schedule A of the TAA and deemed part of the Trademarks:

Mark: "SST"

- United States Trademark Application #78165407

Griffin makes no representation, warranty or agreement that the SST trademark application will result in the mark being issued or that it will not receive objection. Correspondence between Syngenta and Griffin regarding Syngenta's objection to use of SST and allegation of infringement has been disclosed to Nations Ag. A possible objection to and allegation of infringement with respect to the Concorde supersonic transport (though none has been received by Griffin) has also been disclosed to Nations Ag.

3. **Counterparts.** This Trademark Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Trademark Amendment as of the effective date written above.

NATIONS AG II, LLC

GRIFFIN, LLC

By: 

By: 

Name: GERALD FRAZER

Name: James W. Bearden

Title: MANAGER

Title: Vice President

Copy

AMENDMENT NO. 1 TO ASSET TRANSFER AGREEMENT

This AMENDMENT NO. 1 (the "First Amendment") is made effective as of February 28 2003 by and between Nations Ag II, L.L.C., a Tennessee limited liability company with its principal place of business at 2901-12 Rivendell, Knoxville, Tennessee 37922 ("Nations Ag") and Griffin, L.L.C., a Delaware limited liability company with its principal place of business at 2509 Rocky Ford Road, Valdosta, Georgia 31601 ("Griffin") (each of Griffin and Nations Ag, individually, a "Party" and, collectively, the "Parties") and amends that certain ASSET TRANSFER AGREEMENT dated as of November 19, 2002 by and between the Parties (the "ATA").

1. Definitions. Terms not otherwise defined in this First Amendment shall have the meanings given such terms in the ATA.

2. Amendment to Schedule 2.1(g). The following is hereby added to Schedule 2.1(g) of the ATA and deemed part of the Trademarks:

Mark: "SST"

- United States Trademark Application #78165407

Griffin makes no representation, warranty or agreement that the SST trademark application will result in the mark being issued or that it will not receive objection. Correspondence between Syngenta and Griffin regarding Syngenta's objection to use of SST and allegation of infringement has been disclosed to Nations Ag. A possible objection to and allegation of infringement with respect to the Concorde supersonic transport (though none has been received by Griffin) has also been disclosed to Nations Ag.

3. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the effective date written above.

NATIONS AG II, LLC

GRIFFIN, LLC

By: *[Signature]*

By: *[Signature]*

Name: GERALD FRAZEE

Name: James W. Bearden

Title: MANAGER

Title: Vice President