

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Trademark Purchase Agreement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stauffer Seeds, Inc.		12/15/2003	CORPORATION: TEXAS

RECEIVING PARTY DATA	
Name:	Lawhon Midwest LLC
Street Address:	522 Poplar
City:	McCrary
State/Country:	ARKANSAS
Postal Code:	72101
Entity Type:	Limited Liability Company: ARKANSAS

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2011821	S

CORRESPONDENCE DATA	
Fax Number:	(918)925-5326
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	918 582 1211
Email:	diandiorio@dnda.com
Correspondent Name:	David L. Iandiorio, Esq.
Address Line 1:	320 South Boston Avenue
Address Line 2:	Suite 500
Address Line 4:	Tulsa, OKLAHOMA 74103-3725

ATTORNEY DOCKET NUMBER:	LAW515.04
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NAME OF SUBMITTER:	David L. Iandiorio, Esq.
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Total Attachments: 5 source=p4#page1.tif source=p5#page1.tif source=p6#page1.tif source=p7#page1.tif

CH \$40.00 2011821

TRADEMARK PURCHASE AGREEMENT

THIS AGREEMENT, made and effective this 15th day of December, 2003 by and between LAWHON MIDWEST LLC, an Arkansas corporation having a principal place of business at 522 Poplar, McCrory, AR 72101 ("Buyer"), and STAUFFER SEEDS, INC., a Texas Corporation having a principal place of business at 9802 Nicholas Street, Suite 320, Omaha, NE 68114 ("Seller").

WHEREAS, Seller adopted, owns and has used the following Marks in connection with the marketing, sale and distribution of natural agricultural seed products (such Marks more fully described in the Trademark Assignment annexed hereto):

- S and DESIGN;
- The common law word mark STAUFFER SEEDS; and
- The common law design mark STAUFFER SEEDS and DESIGN.

WHEREAS, Buyer wishes to acquire Seller's rights to the Marks and the goodwill of Seller's business symbolized thereby and associated therewith; and

WHEREAS, Seller is willing to assign to Buyer its rights in and to the Marks, along with the goodwill of Seller's business symbolized thereby and associated therewith on the terms and conditions hereinafter provided;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, the parties agree as follows:

1. Upon or promptly after execution of this Agreement by both parties, Seller shall deliver to Buyer:
 - a. an executed Trademark Assignment, in the form attached hereto as Appendix A, which assigns to Buyer Seller's entire right, title, and interest in and to the Marks along with the goodwill of the business symbolized by the Marks, along with any application for or registration of the Marks;
 - b. all documentation, as described in *paragraph 4* herein, not previously delivered to Buyer, provided that such documentation is reasonably accessible to Seller at such time; but Seller's obligations under paragraph 4 shall continue for the term of this Agreement with respect to existing documentation not delivered by Seller to Buyer prior to or at the time of the execution of this Agreement;
 - c. Seller's complete trademark Application and/or Registration file(s), including at least one extra label, name plate, packaging insert, container, brochure or other writing, or other specimen provided to the United States Trademark Office or to any Secretary of State in support of registration of the Marks for each named in the Application.

2. Upon execution of this Agreement by both parties, Buyer shall deliver to Seller the sum of _____ Dollars (\$ _____) in full payment and consideration for this assignment and for Seller's other deliveries and undertakings as herein provided.
3. Seller hereby warrants as follows:
 - a. Seller is the sole owner of the Marks as applied to natural agricultural seed products, and Seller has the right to enter into this Agreement and to enter into the attached *Trademark Assignment*; Seller does not know of any prior use of the Marks or any third party claim of any prior use of the Marks or any confusingly similar marks on or in connection with the same or similar goods or services¹; and there are no challenges to Seller's ownership of the Marks or its right to assign the Marks and the associated goodwill to Buyer;
 - b. Seller has not abandoned use of the Marks, and, directly or through its predecessor in interest or licensee(s), Seller has continuously used the Marks since their adoption in connection with natural agricultural seed products, in interstate and/or commerce from a foreign country or intrastate commerce;
 - c. Seller owns a Registration for the mark **S and DESIGN** on the Principal Register in the United States Patent and Trademark Office for natural agricultural seed products, Registration No. 2,011,821, issued October 29, 1996;
 - d. Seller has not registered and has no other pending application(s) for the registration of any of the Marks either in the U.S. Trademark Office, or in any other state or country; and
 - e. The Marks are not subject to any liens, license agreements, settlement agreements, encumbrances, or the like.
4. To the extent heretofore not effected, Seller hereby agrees to furnish to Buyer - promptly after the effective date of this Agreement - written documentation which substantiates Seller's above-mentioned warranties of use and ownership of the Marks.
 - a. Such documentation shall include, without limitation thereto, materials showing Seller's or its predecessor-in-interest's first use anywhere of the Marks on or in connection with natural agricultural seed products; and Seller's or its predecessor-in-interest's first use of the Marks in interstate commerce; and Seller's continuing use of the Marks - - up to and including the date of filing of the applications. Such materials shall include, for example: invoices to customers; labels, name plates, package inserts, containers, and like materials bearing the Marks as used by Seller in its sale of the relevant goods; advertising, business literature and other

¹ Seller may except from this representation any marks that may have at one time been owned by the Stauffer Chemical Company of Westport, CT.

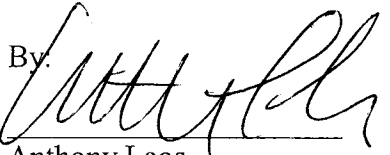
materials showing the sale and offering of services under the Marks; media articles available to Seller and concerning Seller, its predecessor in title and their respective goods and services marketed and sold under the Marks; and other written materials such as brochures, stationery, business cards and the like showing use of the Marks by Seller and its predecessor in title.

5. Seller agrees to cooperate with and assist Buyer in Buyer's obtaining, enforcing and defending its rights in the Marks pursuant to this Trademark Purchase Agreement, including, without limitation, Buyer's protection of the above-listed registration and any new or modified applications to register the Mark(s) in the United States Patent and Trademark Office, or in any state, for agricultural seed products. Seller agrees to cooperate with and assist Buyer in executing transfer documentation, including but not limited to forms required by the U.S. Trademark Office to be filed in connection with an assignment.
6. Buyer and Seller agree that Seller will cease all use of the Marks within _____ days of the execution of this Agreement;
7. Except with the prior written authorization of Buyer, Seller shall not adopt or use, nor shall it attempt to register any mark or name which is the same or confusingly similar to the Marks, or which tends to dilute its distinctiveness.
8. This Agreement shall be effective as of the date first above written. Seller's obligations under paragraphs 4 and 5 shall terminate _____ years from the execution date of this Agreement, or the date upon which the assignment of Seller's U.S. Registration referenced herein is effectively recorded in the U.S. Trademark Office - - whichever is later.
9. This Agreement represents the entire agreement of the parties, shall be governed by the laws of the state of _____, and shall be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in duplicate counterparts, by their duly authorized representatives as of the day and year first above written.

[signature page -->]

IN WITNESS WHEREOF, STAUFFER SEEDS, INC. ("Seller") has caused this Trademark Purchase Agreement to be executed by its duly authorized corporate officer as of this 15 day of December, 2003.

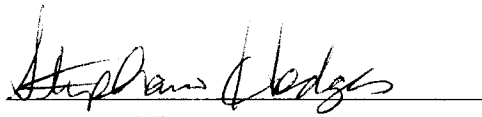
By: 
Anthony Laos
Chief Executive Officer

STATE OF NEBRASKA

SS.

COUNTY OF DOUGLAS

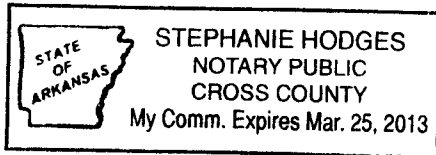
On this ___ day of _____, 2003 before me personally came **Anthony Laos**, to me known, who being by me duly sworn did depose and say that he is the Chief Executive Officer of **Stauffer Seeds, Inc.**, the corporation described in and which executed the foregoing Agreement, that he is authorized to execute this Trademark Purchase Agreement on behalf of said corporation, and that he signed his name thereto by like authority.


Notary Public

Subscribed and sworn to before me this 15th day of December, 2003.

Notary Public _____
My commission expires 3/25/13

[SEAL]



[SELLER SIGNATURE PAGE TO TRADEMARK PURCHASE AGREEMENT]

IN WITNESS WHEREOF, LAWHON MIDWEST LLC ("Buyer") has caused this Trademark Purchase Agreement to be executed by its duly authorized corporate officer as of this _____ day of _____, 2003.

LAWHON MIDWEST LLC (Assignor)

By Noal Lawhon

Noal Lawhon
Member and Manager
522 Poplar
McCrory, AR 72101
(870) 731-5484

NOTARIZATION

.....
State of Arkansas

ss:

Woodruff County
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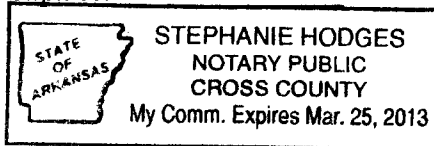
On this 15th day of December, 2003 **Noal Lawhon** personally appeared before me and is known to me to be a Member and Manager of LAWHON MIDWEST LLC (the above-named Buyer). He acknowledged that he understood and executed the foregoing Trademark Purchase Agreement on behalf of said Buyer and pursuant to authority duly received.

Stephanie Hodges
Notary Public

12-15-03
Date

My commission expires: 3/25/13

[SEAL]



[BUYER SIGNATURE PAGE TO TRADEMARK PURCHASE AGREEMENT]