

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
-----------------------	--

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Griffin Corporation		11/25/2003	CORPORATION: GEORGIA

RECEIVING PARTY DATA	
Name:	Cheminova A/S
Street Address:	P.O. Box 9
City:	Lemvig
State/Country:	DENMARK
Postal Code:	DK-7620
Entity Type:	CORPORATION: DENMARK

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	75303384	DECLARE

CORRESPONDENCE DATA	
Fax Number:	(202)789-6190
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-789-6037
Email:	kes@bdlaw.com
Correspondent Name:	Kathryn E. Szmuszkovicz
Address Line 1:	1350 I Street, NW
Address Line 2:	Suite 700
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005

DOMESTIC REPRESENTATIVE	
Name:	Diane Allemang
Address Line 1:	600 13th Street, NW
Address Line 2:	Cheminova, Inc.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Kathryn E. Szmuszkovicz
--------------------	-------------------------

OP \$40.00 75303384

Total Attachments: 3
source=KAS#page1.tif
source=KAS#page2.tif
source=KAS#page3.tif

ASSIGNMENT OF TRADEMARKS

Recitals

WHEREAS, pursuant to The Malathion and Methyl Parathion Asset Purchase Agreement dated November 25, 2003 between Cheminova A/S (“Cheminova”), a Denmark Corporation, and Griffin L.L.C. (“Griffin”) a Delaware Limited Liability Company, Cheminova purchased the malathion and methyl parathion assets of Griffin set forth in that agreement, including all of Griffin’s trademarks, trademark applications, patents, and patent applications principally and directly related to malathion and methyl parathion (identified in Exhibit 1 of the Asset Purchase Agreement).

WHEREAS, under the aforementioned Agreement, Cheminova paid Griffin consideration of nine million and four hundred and fifty thousand U.S. dollars (U.S. \$9.450 million).

Assignments

Now, for valuable consideration, the receipt of which is acknowledged by Griffin:

1. Griffin and its former affiliate Griffin Corporation of Valdosta, Georgia (“Griffin Corp.”), respectively, hereby assign, together with the goodwill of the businesses in connection with which such marks are used, their entire respective interest in the following trademarks, which have been adopted and used by Griffin in its malathion and methyl parathion businesses and registered with the United States Patent and Trademark Office.

a. Trademark Registration No. 2,337,348 (owned by Griffin L.L.C.) pertaining to Griffin’s “Atrapa” insecticide products which contain the active ingredient malathion.

b. Trademark Registration No. 2,226,736 (owned by Griffin Corp.) pertaining to Griffin’s “Declare” insecticide products which contain the active ingredient methyl parathion.

2. Griffin and Griffin Corp., respectively, represent and warrant that they have not granted and will not grant any rights inconsistent with the rights granted herein, and hereby bind

themselves, and their legal representatives and assigns, to execute all documents and perform all acts which may be necessary to carry these assignments into full effect including the recording of this Assignment with the United States Patent and Trademark Office.

Executed this 1st day of December 2003

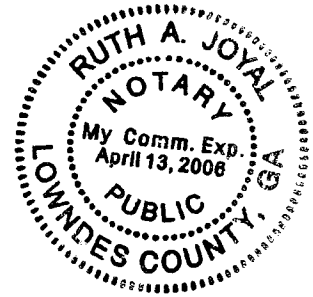
[Signature]

(Signature)

James W. Bearden

(Print Name)

On behalf of Griffin, L.L.C.



State of Georgia
County of Lowndes

Before me personally appeared James W. Bearden, who is known to me or produced _____ as identification, and signed and acknowledged the foregoing instrument to be his free act and deed this 1st day of December, 2003

[Signature]
Notary Public

12-1-03
Date

[Signature]

(Signature)

John T. McTier

(Print Name)

On behalf of Griffin Corporation of Valdosta, Georgia

State of Georgia
County of Lowndes

Before me personally appeared John T. McTier, who is known to me or produced _____ as identification, and signed and acknowledged the foregoing instrument to be his free act and deed this 1st day of December

Ruth A Joyal

Notary Public

12-1-03
Date

