

10-23-2003

To the Honorable Court
Please record the



102582530
or copy thereof.

ademarks:

1020-03



1. Name of Party(ies) conveying an interest:

Pace International, LLC and DeaHinder, LLC

Entity:

Individual(s) Association

General Partnership Limited Partnership

Corporation-Country }

Other

Additional name(s) of conveying party(ies) attached:

yes no

2. Name and Address of Party(ies) receiving an interest:

Name: AMVAC Chemical Corporation
Street Address: 4695 MacArthur Court, Suite 1250
City: Newport Beach
State/Zip Code: CA 92660

Entity:

Individual(s) Association

General Partnership Limited Partnership

Corporation-State/Country (Washington)

Other

Citizenship

If not domiciled in the United States, a domestic representative designation is attached:

yes no

(The attached document must not be an assignment)

Additional name(s) and addresses attached:

yes no

3. Description of the interest conveyed:

Assignment Change of Name Other

Security Agreement Merger

Date of execution of attached document: February 25, 2003

4. Application number(s) or registration number(s). Additional sheet attached? yes no

A. Trademark Application No.(s)

11/25079

B. Trademark Registration No.(s)

Reg. No. 1,025,079

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

Name: Mark J. Itri
FIRM: McDermott, Will & Emery
Address: 18191 Von Karman, Suite 400
City/State/Zip: Irvine, CA 92612

6. Number of applications and registrations involved: one (1)

7. The \$_____ filing fee is enclosed.

8. Please charge the \$ 40.00 filing fee to
Deposit Account No. 502203.
(duplicate copy of this page attached)

9. Please charge any deficiencies in fees or credit
any overpayment to Deposit Account No. 502203.

10/22/2003 LMUELLER 00000227 502203 1025079

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DO NOT USE THIS SPACE

10. 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.

Mark J. Itri, Reg. No. 36.171
Name of Person Signing

Signature

October 17, 2003
Date

Total number of pages comprising coversheet: 1

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is entered into and effective as of February 25, 2003 (the "Effective Date"), by and among Pace International, LLC, a Washington limited liability company, DeaHinder, LLC, a Washington limited liability company (collectively, "Assignor"), and AMVAC Chemical Corporation, a California corporation ("Assignee"), in connection with the transactions contemplated by that certain Asset and Member Interests Purchase Agreement, dated as of January 30, 2003, by and among Assignor, Assignee and other parties named therein (the "Purchase Agreement"). Capitalized terms used without definition in this Assignment shall have the meaning assigned to such term in the Purchase Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign to Assignee all of Assignor's rights, title and interests in and to all trademarks, service marks, trade dress, logos and trade names, together with all translations, adaptations, derivations and combinations thereof, and all applications, registrations and renewals in connection therewith, related to or in connection with the Acquired Assets other than the Retained Trademarks (collectively, the "Trademarks"), including, without limitation, the Trademarks listed in Exhibit I hereto (collectively, the "Assigned Trademarks"). The Assigned Trademarks are being assigned free and clear of any security interests, claims, liens, pledges, options, encumbrances, charges, agreements or other arrangements, restrictions or limitations of any kind.

From time to time after the Effective Date, at the request of Assignee, Assignor will execute and deliver to Assignee all such assignments, endorsements and other documents, and take such other action as Assignee may reasonably request, in order to more effectively transfer and assign to Assignee the Assigned Trademarks, to confirm the title of Assignee thereto, and to assist Assignee in exercising its rights with respect thereto.

This Assignment is made pursuant to and is governed by the Purchase Agreement, with all representations, warranties, covenants and indemnifications, together with limitations if any thereon, set forth in the Purchase Agreement to apply hereto and incorporated herein by reference.

This Assignment shall be binding upon and inure to the benefit of the parties to it, their heirs, executors, administrators, permitted successors and permitted assigns.

This Assignment shall be governed by and construed in accordance with the laws of the State of California without giving effect to principles of conflict of laws.

This Assignment may be executed by a party's signature transmitted by facsimile, and copies of this Assignment executed and delivered by means of facsimile signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. All parties may rely upon facsimile signatures as if such signatures were originals. Any party executing and delivering this Assignment by facsimile shall promptly thereafter deliver a counterpart signature page of this Assignment containing said party's original signature.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[Signature Page Follows]

This Assignment of Trademarks is executed and effective as of the Effective Date.

“Assignor”

PACE INTERNATIONAL, LLC,
a Washington limited liability company

By: 

Name: _____

Title: _____

George Lubian
President & CEO

DEAHINDER, LLC
a Washington limited liability company

By: 

Name: _____

Title: _____

George Lubian
Manager

“Assignee”

AMVAC CHEMICAL CORPORATION,
a California corporation

By: _____

Name: _____

Title: _____

This Assignment of Trademarks is executed and effective as of the Effective Date.

“Assignor”

PACE INTERNATIONAL, LLC,
a Washington limited liability company

By: _____
Name: _____
Title: _____

DEAHINDER, LLC
a Washington limited liability company

By: _____
Name: _____
Title: _____

“Assignee”

AMVAC CHEMICAL CORPORATION,
a California corporation

By: *Eric G. Wintemute*
Name: Eric G. Wintemute
Title: President and CEO