

02-26-2004

TRADEMARKS ONLY

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To the Honorable ( )  
Please record ( )



102678611

Trademarks:  
thereof.

50988-010

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

Makhteshim Agan of North America, Inc.  
551 Park Avenue  
New York, NY 10176

Entity:

Individual(s)  Association

General Partnership  Limited Partnership

Corporation-State - Delaware

Other

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

yes  no



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

Name: Nufarm Americas Inc.  
Street Address: 1333 Burr Ridge Parkway, Suite 125  
City: Burr Ridge  
State/Zip Code: IL 60527

Entity:

Individual(s)  Association

General Partnership  Limited Partnership

Corporation-State - Illinois

Other

Citizenship

2.23.04

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 November 16, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 784,227 and 784,229

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

Name: Richard Y. Kim, Esq.  
FIRM: McDermott, Will & Emery  
Address: 600 13th Street, N.W.  
City/State/Zip: Washington, D.C. 20005-3096

6. Number of applications and registrations involved: 2

7.  The \$\_\_\_\_\_ filing fee is enclosed.

8.  Please charge the \$ 65.00 filing fee to Deposit Account No. 500417. (duplicate copy of this page attached)

9.  Please charge any deficiencies in fees or credit any overpayment to Deposit Account No. 500417.

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.

Richard Y. Kim  
Name of Person Signing

*Richard Y. Kim*  
Signature

February 23, 2004  
Date

Total number of pages comprising coversheet: 1

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("*Assignment*"), is entered into by and between **MAKHTESHIM AGAN OF NORTH AMERICA, INC.** with its principal place of business at 551 Park Avenue, New York, N.Y. ("**MANA**") and **NUFARM AMERICAS INC.**, an Illinois corporation with its principal place of business at 1333 Burr Ridge Parkway, Suite 125, Burr Ridge IL 60527, U.S.A. ("**Nufarm**")

each individually referred to as a "Party" and collectively referred to as the "Parties".

### RECITALS

WHEREAS, by Order of the United States Bankruptcy Court, Southern District of New York dated October 8, 2002 in Case Nos. 02-11039 and 02-11040 (the Order"), and a Purchase Agreement with Cedar Chemical Corporation ("**Cedar**") of the same date (the "Purchase Agreement"), MANA did on the 14th day of October 2002 purchase the common law trademarks, registered trademarks, applications to register trademarks, intent-to-use applications and other registrations or applications, and acquired the right, title, interest and goodwill, related to trademarks listed on Schedule 1, attached hereto (the "*Assigned Marks*").

WHEREAS, Nufarm, the successor of MANA's ongoing and existing business, or portion thereof, to which the Trademarks pertain, is desirous of acquiring the full right, title and interest in, to and under the Assigned Marks and the goodwill accrued in connection and associated therewith.

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

Section 1. Assignment. In connection with the conveyance of those business assets to which the trademarks pertain, MANA, as owner of the Assigned Marks, does hereby assign, transfer, convey and set over unto Nufarm its full right, title and interest, including common law rights, in the United States of America, and in all countries and jurisdictions of the world, in, to and under the Assigned Marks, together with the goodwill of the business symbolized by said Assigned Marks, and applications and registrations thereof, any renewal rights therein, that portion of the business which is ongoing and existing to which the trademarks pertain, and the exclusive right to enforce the Assigned Marks in the United States and throughout the world in the sole name of Nufarm, its successors and assigns; the aforesaid transferred rights, title and interests to be held and enjoyed by Nufarm, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by MANA had this assignment not been made.

Section 2. Representation and Warranty by MANA. MANA hereby represents and warrants to Nufarm that MANA has not executed and will not execute any agreement in conflict herewith. MANA has disclosed to Nufarm that it received from Cedar the assignments appended hereto as Schedules II-A and II-B but has not taken any steps to perfect those transfers through filings with the U.S. Patent and Trademark Office or otherwise. MANA agrees, as further specified in Section 3 of this Agreement, to work in good faith with Nufarm to assist Nufarm's perfection of its title in, to and under the Assigned Marks

Section 3. Covenant by MANA. MANA agrees that it will, upon Nufarm's reasonable request, execute and deliver all such instruments and other documents, as may be necessary or desirable to perfect Nufarm's title in, to and under the Assigned Marks.

Section 4. Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement.

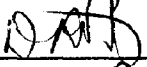
Section 5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

Section 6. Entire Agreement. This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the Parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Assignment by their duly respective officers as of the date first written above.

**MAKHTESHIM AGAN OF NORTH AMERICA, INC.**

By: 

Name: Daniel A. Parat

Title: Chairman of the Board of Directors

Date: November 16<sup>th</sup>, 2005

**NUFARM AMERICAS, INC.**

By: \_\_\_\_\_

Name:

Title:

Date:

**SCHEDULE 1**

**Trademark Registrations**

**Word Mark** BUTOXONE  
**Goods and Services** IC 005. US 006. G & S: WEED KILLER. FIRST USE: 19620330.  
FIRST USE IN COMMERCE: 19620330  
**Mark Drawing Code** (1) TYPED DRAWING  
**Serial Number** 72177230  
**Filing Date** September 18, 1963  
**Registration Number** 0784229  
**Registration Date** February 2, 1965  
**Renewal Live/Dead Indicator** 1ST RENEWAL 19850222  
LIVE

**Word Mark** BUTOXONE SB  
**Goods and Services** IC 005. US 006. G & S: WEED KILLER. FIRST USE: 19620330.  
FIRST USE IN COMMERCE: 19620330  
**Mark Drawing Code** (1) TYPED DRAWING  
**Serial Number** 72177229  
**Filing Date** September 18, 1963  
**Registration Number** 0784227  
**Registration Date** February 2, 1965  
**Renewal Live/Dead Indicator** 1ST RENEWAL 19850222  
LIVE