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Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

E.C. Grow, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State  
☐ Other \_\_\_\_\_

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

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: June 4, 2003

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

Name: Syngenta Investment Corp.

Internal

Address: \_\_\_\_\_

Street Address: 410 Swing Road

City: Greensboro State: NC Zip: 27409

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State Delaware  
☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached? ☐ Yes ☐ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

74/540,367

B. Trademark Registration No.(s)

Additional number(s) attached ☐ Yes ☒ No

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

Name: James A. Zellinger

Internal Address: \_\_\_\_\_

Street Address: 410 Swing Road

City: Greensboro State: NC Zip: 27409

## 6. Total number of applications and registrations involved: \_\_\_\_\_

1

## 7. Total fee (37 CFR 3.41).....\$ 40

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit account number:

50-2015

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

## 9. 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.

James A. Zellinger

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

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TRADEMARK  
 REEL: 002964 FRAME: 0607

## SETTLEMENT AGREEMENT

This Agreement is entered into and effective this 2nd day of June, 2003, by and between Syngenta Investments, Corporation, a Delaware corporation having a business address of 410 Swing Road, Greensboro, North Carolina, 27410 ("Syngenta"), and E.C. Grow, Inc., a Wisconsin corporation having a business address of P.O. Box 837, Eau Claire, Wisconsin 54702 ("E.C. Grow").

WHEREAS, since at least as early as November 1, 1991, and continuously thereafter, Syngenta (including its predecessor-in-interest Ciba-Geigy Corporation ("Ciba")) has in good faith adopted and used in interstate commerce the mark AWARD for ornamental insecticide products; and

WHEREAS, Syngenta is the owner by assignment of federal Registration No. 1,695,191 (the "AWARD mark Registration"), issued by the United States Patent and Trademark Office (the "U.S. PTO") on June 16, 1992 to Syngenta's predecessor-in-interest Ciba, for the mark AWARD, as used in connection with an "ornamental insecticide"; and

WHEREAS, since at least as early as March 1988, and continuously thereafter, E.C. Grow has in good faith adopted and used in interstate commerce the AWARD mark for fertilizer products; and

WHEREAS, on June 20, 1994, E.C. Grow filed an application (the "AWARD mark Application") in the U.S. PTO for registration of its AWARD mark in connection with "fertilizer and fertilizer containing weed control chemicals for agricultural and domestic use" (the "E.C. Grow Products"), which AWARD mark Application has been designated as Serial No. 74/540,367; and

WHEREAS, Syngenta's AWARD mark Registration has been cited by the U.S. PTO Examining Attorney against E.C. Grow's AWARD mark Application; and

WHEREAS, based upon this citation, E.C. Grow has commenced Concurrent Use Proceeding No. 1047 (the "Concurrent Use Proceeding") against Syngenta's AWARD mark Registration before the Trademark Trial and Appeal Board of the U.S. PTO (the "TTAB"), which proceeding is currently pending; and

WHEREAS, E.C. Grow seeks to assign its AWARD mark Application to Syngenta and Syngenta seeks to obtain the same;

WHEREAS, Syngenta and E.C. Grow now desire to settle the Concurrent Use Proceeding, and any and all disputes between them regarding use and registration of the AWARD mark, and to avoid any confusion between their respective products and marks;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For good and valuable consideration, the receipt and adequacy of which are acknowledged, E.C. Grow assigns to Syngenta, E.C. Grow's entire right, title and interest in and to the AWARD mark, and to the AWARD mark Application, together with the goodwill of the business associated with the mark.

2. Syngenta shall prosecute the AWARD mark Application to registration with the U.S. PTO, at Syngenta's expense, and E.C. Grow consents to such registration of AWARD mark by Syngenta.

3. The parties hereby agree that, promptly following execution of this Agreement, they will stipulate to the dismissal of the Concurrent Use Proceeding by executing and filing a stipulation as attached to this agreement as Exhibit A.

4. The parties agree that it is the intention of neither party to violate any public policy, statutory or common law, or governmental regulation; that if any sentence, paragraph, clause or combination of the same is, or becomes, in violation of any applicable law or regulation, or is unenforceable or void for any reason, such sentence, paragraph, clause or combination thereof shall be inoperative, and the remainder of this Agreement shall remain binding upon the parties.

5. This Agreement has been entered into after negotiation and review of its terms and conditions by parties with substantially equal bargaining power and under no compulsion to execute and deliver a disadvantageous agreement. This Agreement incorporates provisions, comments and suggestions proposed by both parties. No ambiguity or omission in this Agreement shall be construed or resolved against either party on the ground that the Agreement or any of its provisions was drafted or proposed by that party.

6. Each party agrees to execute and deliver such documents, and to perform such acts, as are reasonably requested by the other party to confirm, memorialize, effectuate and carry out the terms and provisions of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed effective the date and year above first written.

Dated: 5/1/03

SYNGENTA CROP PROTECTION, INC.

By: [Signature]  
Name: Thomas J. Hollinger  
Title:

Dated: 6/2/03

E.C. GROW, INC.

By: [Signature]  
Name:  
Title: Manager

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed effective the date and year above first written.

SYNGENTA CROP PROTECTION, INC.

Dated: 6/2/03

By: [Signature]  
Name: Thomas J. [unclear]  
Title:

E.C. GROW, INC.

Dated: 6/2/03

By: [Signature]  
Name:  
Title: Manager