

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
Royster-Clark, Inc.		10/11/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Royster-Clark Resources, LLC.		
Street Address:	999 Waterside Drive - 8th Floor		
City:	Norfolk		
State/Country:	VIRGINIA		
Postal Code:	23510		
Entity Type:	limited liability company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0099641	BONANZA	
Registration Number:	1288544	SULFACAL	
CORRESPONDENCE DATA			
Fax Number:	(212)506-5151		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-506-5150		
Email:	breen@orrick.com		
Correspondent Name:	Orrick, Herrington & Sutcliffe LLP		
Address Line 1:	666 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10103		
ATTORNEY DOCKET NUMBER:	10339/40		
NAME OF SUBMITTER:	Bradford S. Breen		
Total Attachments: 1 source=Assignment#page1.tif			

CH 0099641 \$65.00

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Agreement"), effective as of October 11, 2004 (the "Effective Date"), is made by ROYSTER-CLARK, INC., a corporation of the State of Delaware ("Assignor").

WHEREAS, Assignor is the current owner of the U.S. Trademark Registration No. 99641 for the Mark "BONANZA" registered September 8, 1914 and U.S. Trademark Registration No. 1,288,544 for the mark "SULFACAL" registered on August 7, 1984 (hereinafter collectively referred to as "the Marks"), and

WHEREAS, Assignor wishes to transfer, sell, assign, and convey the Marks, including all common law rights therein and all applications to register and registrations thereof, together with the goodwill that they represent and all right, title and interest thereto, to ROYSTER-CLARK RESOURCES, LLC. a Delaware limited liability company having an address at 999 Waterside Drive, 8th Floor, Norfolk, VA. 23510 ("Assignee").

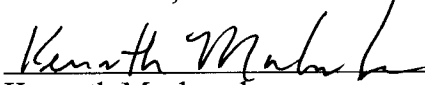
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged::


1. Assignor hereby transfers, sells, assigns, and conveys unto Assignee the Mark including all common law rights therein and all applications to register and registrations thereof and the good will that they represent, and all right, title and interest therein, on a world-wide basis, as well as the right to sue and collect damages in Assignee's own name for any and all past, present or future infringement, dilution, or other injury to the goodwill thereof.

2. Assignor agrees to execute and deliver to Assignee such instruments of transfer and other documents as Assignee may reasonably request to effect the purposes of this Agreement.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed effective as of the Effective Date.

ROYSTER-CLARK, INC.

By: 
Kenneth Moshenek

Title: 
President