

6/7/04

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

REC 102760938

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): Syngenta Crop Protection, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State Other

2. Name and address of receiving party(ies) Name: AMVAC Chemical Corporation Internal Address: 4695 MacArthur Court, Ste. 1250 Street Address: Newport City: Beach State: CA Zip: 92660

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: 04/05/2004

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,125,959

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41): \$ 40.00 Enclosed Authorized to be charged to deposit account

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Farah P. Bhatti, Esq. Internal Address: 18191 Von Karman Ave., Suite 400 Irvine, CA 92612-7107

8. Deposit account number: 502203 (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. Farah P. Bhatti, Esq. Signature Date 6/2/04

Total number of pages including cover sheet, attachments, and document: 4

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

06/08/2004 LNUELLER 00000127 502203 2125959 01 FC:8521 40.00 BA

TRADEMARK REEL: 002985 FRAME: 0833

TRADEMARK ASSIGNMENT

This Trademark Agreement ("Agreement") is made as of the 5th day of April, 2004, by and between Syngenta Crop Protection, Inc., a Delaware Corporation, with a place of business at 410 Swing Road, Greensboro, North Carolina 27409 ("Assignor") and AMVAC Chemical Corporation, a California Corporation, with a place of business at 4695 MacArthur Court, Suite 1250, Newport Beach, California 92660 ("Assignee"), each individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, Assignor is the owner of the common law trademarks, registered trademarks, and applications to register trademarks listed in Schedule 1, attached hereto (the "Assigned Marks").

WHEREAS, Assignee is desirous of acquiring the full right, title and interest in, to and under the Assigned Marks.

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. Assignor does hereby assign, transfer, convey and set over unto Assignee its full right, title and interest, including common law rights, in, to and under the Assigned Marks, together with that portion of Assignor's business in connection 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 name of Assignee, its successors and assigns.

Section 2. Representations and Warranty by Assignor. Assignor hereby represents and warrants to Assignee that Assignor has the full right, title and interest to assign, transfer, convey and set over the entire rights, title and interests assigned hereunder, and that Assignor has not executed and will not execute any agreement in conflict herewith.

Section 3. Covenant By Assignor. Assignor agrees that it will, upon Assignee's reasonable request, execute and deliver all such instruments and other documents as may be necessary or desirable to perfect Assignee'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 California.


Section 6. Entire Agreement. This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supercedes 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

SYNGENTA CROP PROTECTION *Jmc*

By: 
Name: Jim Zellinger
Title: *JM Counsell*
Authorized Signatory

AMVAC CHEMICAL CORPORATION

By: 
Name: Chris Hildreth
Title: Senior Vice President

