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RECORD...  
**TRADEMARK**

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): 6-2504  
**Mionix Corporation**  
 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 receiving party(ies)  
Name: Syngenta Participations AG  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 410 Swing Road  
City: Greensboro State: NC Zip: 27409  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Switzerland  
 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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_  
Execution Date: June 2, 2004

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
76/571975  
Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)

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]  
Signature      6-22-04  
Date

Total number of pages including cover sheet, attachments, and document: 1

07/14/2004 ECDOPER 00000194 502015 76571975  
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Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

**TRADEMARK**  
REEL: 003007 FRAME: 0647

## AGREEMENT

This Agreement is entered into and effective this 2<sup>nd</sup> day of June, 2004, by and between Syngenta Participations AG, a Swiss corporation, and its Licensee, Syngenta Crop Protection, Inc., a Delaware corporation having a business address of 410 Swing Road, Greensboro, North Carolina 27410, (hereinafter "Syngenta") and Mionix Corporation, a Delaware corporation having a business address of 4031 Alvis Court, Rocklin, California 95677, (hereinafter "Mionix").

WHEREAS, since at least as early as November 1, 2003, Syngenta has in good faith adopted the mark AGRISURE for agricultural and crop protection products, a corn seed trait and protein which confers in-plant tolerance to glyphosate herbicides, and services related thereto; and

WHEREAS, Syngenta is the owner of a federal trademark application, Serial No. 78/421475, filed in the United States Patent and Trademark Office on May 20, 2004; and

WHEREAS, on or about January 24, 2004, Mionix has in good faith adopted the AGRISURE mark and filed an application with the U.S. Patent and Trademark Office for registration of the AGRISURE mark in connection with acidic additives and fertilizer containing weed control chemicals for agricultural and domestic use, which application has been designated as Serial No. 76/571975, and Mionix is the owner thereof; and

WHEREAS, Mionix's AGRISURE mark may be cited by the U.S. Patent and Trademark Office Examining Attorney against Syngenta's AGRISURE mark application; and

WHEREAS, Mionix seeks to assign its AGRISURE mark application to Syngenta and Syngenta seeks to obtain the same; and

WHEREAS, Syngenta and Mionix now desire to settle any and all disputes between them regarding use and registration of the 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 of \$10,000, the receipt and adequacy of which are acknowledged, Mionix assigns to Syngenta, Mionix's entire right, title and interest in and to the trademark AGRISURE, and to its AGRISURE mark application, together with the goodwill of the business associated with said mark.

2. Syngenta may prosecute the AGRISURE mark application to registration with the U.S. Patent and Trademark Office, at Syngenta's expense, and Mionix consents to such registration of the AGRISURE mark by Syngenta and further agrees to assist Syngenta in prosecution of same by executing any necessary documents reasonably required to obtain said registration.

3. The parties hereby agree that, concurrent with execution of this Agreement, Mionix will execute the attached assignment.

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 the parties and their attorneys with substantially equal bargaining power and under no compulsion to execute and deliver a disadvantageous agreement. 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,

memorialise, 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.

SYNGENTA PARTICIPATIONS, A.G.  
SYNGENTA CROP PROTECTION, INC.

Dated: *June 10, 04*

By:


  
Name: James Zellinger

Title: Trademark Counsel

MIONIX CORPORATION

Dated: *June 2, 2004*

By:

  
Name: Michael A. Canha

Title: President

## ASSIGNMENT

**WHEREAS, Mionix Corporation**, (Assignor), a Delaware Corporation, located and doing business at 4031 Alvis Court, Rocklin, Calif., is the owner of the trademark, AGRISURE, and the U.S. Application listed on the attached Schedule A (hereinafter referred to as "Assignor's Mark"); and

**WHEREAS, SYNGENTA PARTICIPATIONS A.G.** (Assignee), a Swiss Corporation, with a U.S. mailing address at 410 Swing Road, Greensboro, North Carolina, is desirous of acquiring Assignor's Mark;

**NOW, THEREFOR,** for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee, the entire right, title and interest in and to Assignor's Marks and any and all U.S. Applications and Registrations as set forth herein, together with the whole of the goodwill of the business pertaining thereto, the rights of the Assignor to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, at common law and/or to the end of the term or terms for which registration of the Assignor's Marks may be granted or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringement of the Assignor's Marks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives.

**PAYMENT:** As full consideration for the assignment from Assignor, Assignee does further agree to pay Assignor <sup>ten</sup> ~~two~~ thousand dollars (\$10,000).  
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**IN TESTIMONY WHEREOF,** Assignor has caused its name to be assigned and its seal affixed, by its duly authorized officer, this 2<sup>nd</sup> day of June, 2004.

Mionix Corporation

By: 

Signature

Michael A. Canke

Typed Name

President

Title

Syngenta Participations A.G.

By: 

JAMES A. ZELLINGER

TRADEMARK COUNSEL

Title