

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	04/30/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bayer CropScience LP		04/30/2004	LIMITED PARTNERSHIP: DELAWARE

**RECEIVING PARTY DATA**

Name:	McLaughlin Gormley King Company
Street Address:	8810 Tenth Avenue North
City:	Golden Valley
State/Country:	MINNESOTA
Postal Code:	55427
Entity Type:	CORPORATION: MINNESOTA

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	1396389	TURBOCID
Registration Number:	1902342	TURBOCID GOLD

**CORRESPONDENCE DATA**

Fax Number: (612)604-6800  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: olsen@winthrop.com  
 Correspondent Name: Michael T. Olsen  
 Address Line 1: 225 South Sixth Street  
 Address Line 2: Suite 3500  
 Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Michael T. Olsen
Signature:	/MTO/

**OP \$65.00 1396389**

Date:

06/15/2005

**Total Attachments: 3**

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## TRADEMARKS ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is entered into as of April 30, 2004 between Bayer CropScience LP, a Delaware limited partnership, with an office at 2 T.W. Alexander Drive, Research Triangle Park, North Carolina. 27709 ("Assignor") and McLaughlin Gormley King Company, a Minnesota corporation, with an office at 8810 Tenth Avenue North, Golden Valley, Minnesota 55427 ("Assignee").

WHEREAS, Assignor owns all rights, title, and interest in and to the United States trademarks TURBOCID (Trademark Registration No. 1396389) and TURBOCID GOLD (Trademark Registration No. 1902342) (the "Marks");

WHEREAS, Assignee and Assignor have entered into an Asset Purchase Agreement ("Purchase Agreement") and in connection therewith, Assignee desires to acquire Assignor's entire right, title and interest in the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties hereby agree as follows:

1. Pursuant to the terms set forth in the Purchase Agreement, Assignor hereby assigns all rights, title, and interest and goodwill in and to the Marks to Assignee, including without limitation all rights of priority as may now or hereafter be granted by law, treaty, or other international convention; and all rights, interests, claims, and demands recoverable in law or in equity that Assignor has or may have in profits and damages for past, present, and future infringements and misappropriations thereof, including but not limited to the right to compromise, sue for, and collect said profits and damages.
2. Assignor agrees not to use, register, or attempt to register, in the United States or its territories, any trademark, service mark, domain name, trade name or company name identical to or confusingly similar with the Marks. Assignor further agrees not to contest or challenge, in the United States or any territory therein, Assignee's use, registration, or application for registration of the Marks or any similar trademark or service mark.
3. Intentionally Deleted.
4. Each of the parties hereto acknowledge (i) that it has had the opportunity to consult with independent counsel of its choice throughout all negotiations that preceded execution of this Agreement, and (ii) that it fully understands the terms and conditions of the Agreement.
5. This Agreement shall extend to, inure to the benefit of, and be binding upon the parties hereto and their respective directors, officers, partners, proprietors, employees, attorneys, agents, representatives, affiliates, subsidiaries, shareholders, predecessors, successors, heirs and assigns.
6. Assignor hereby covenants and agrees that it will not take any action that conflicts with the terms of this Agreement. Assignor agrees, without further or additional consideration,

to execute such other instruments and take such other actions as Assignee may reasonably request to confirm or perfect the assignment of all rights, title, and interest in the Marks to Assignee. and will render all necessary assistance in making application for registration of the Marks in the United States and to enforce any rights in connection with the Marks.

7. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by the laws of the State of Delaware, without regard to its principles of conflicts of laws.

8. This Agreement, together with the Purchase Agreement and attachments thereto, constitute the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be amended or modified in any respect except by written instrument signed by the parties hereto.

9. If any provision of this Agreement is held invalid, such invalidity shall not affect the other provisions hereof that can be given effect without the invalid provision, and to this end the provisions of this Agreement are intended to be and shall be deemed severable; provided, however, that if the provision or provisions so held to be invalid are, in the reasonable judgment of the parties hereto so fundamental to the intent of the parties hereto and the operation of this Agreement that the enforcement of the other provisions hereof, in the absence of such invalid provision or provisions, would damage irreparably the intent of the parties in entering into this Agreement, the parties hereto shall: (i) terminate this Agreement; or (ii) amend or otherwise modify this Agreement so as to carry out the intent and purposes hereof and the transactions contemplated hereby.

10. No waiver by a party of any condition in whole or in part shall operate as a waiver of any other condition, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in a written document duly executed by the party to be bound thereby.

11. Except as otherwise provided in this Agreement, all costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses.

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

Bayer CropScience LP

McLaughlin Gormley King Company

By:



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

Name: Mahalingam Ramesh  
V.P. & Chief Administrative Officer

Name: \_\_\_\_\_

to execute such other instruments and take such other actions as Assignee may reasonably request to confirm or perfect the assignment of all rights, title, and interest in the Marks to Assignee, and will render all necessary assistance in making application for registration of the Marks in the United States and to enforce any rights in connection with the Marks.

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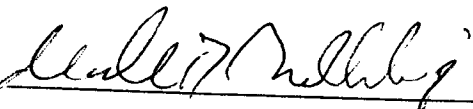
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Bayer CropScience LP

McLaughlin Gormley King Company

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

By: 

Name: \_\_\_\_\_

Name: William D. Gullickson, Jr.

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