

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Valent U.S.A. Corporation		03/01/2005	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bayer CropScience LP		
<b>Street Address:</b>	2 T.W. Alexander Drive		
<b>City:</b>	Research Triangle Park		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27709		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78552909	MONITOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(412)778-4432		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4127774860		
<b>Email:</b>	BayerTrademarkUS@bayer.com		
<b>Correspondent Name:</b>	Jeffrey M. Gitchel		
<b>Address Line 1:</b>	100 Bayer Road		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15205		
<b>ATTORNEY DOCKET NUMBER:</b>	325063		
<b>NAME OF SUBMITTER:</b>	Jeffrey M. Gitchel		
<b>Signature:</b>	/Jeffrey M. Gitchel/		
<b>Date:</b>	11/09/2005		

CH \$40.00 78552909

**Total Attachments: 3**

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**Exhibit F**  
**Trademark Assignment Agreement**

**TRADEMARK ASSIGNMENT AGREEMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT, dated as of March 1, 2005 (the "Effective Date"), between Bayer CropScience LP, a Delaware limited partnership having its principal place of business at 2 T.W. Alexander Drive, Research Triangle Park, NC 27709 (hereinafter referred to as "BAYER"), and Valent U.S.A. Corporation, a California corporation having a place of business at 1600 Riviera Avenue, Suite 200, Walnut Creek, CA 94596 (hereinafter referred to as "VALENT"). BAYER and VALENT (hereinafter referred to collectively as the "Parties" and individually as a "Party").

**RECITALS:**

**WHEREAS**, VALENT and BAYER have entered into that certain ASSET PURCHASE AGREEMENT dated as of March 1, 2005 (the "ASSET PURCHASE AGREEMENT") whereby BAYER acquired certain Purchased Assets; and

**WHEREAS**, VALENT has adopted trademarks, trade names, service marks, and business names which are included in the Purchased Assets, certain of which are described in Schedule A hereto (collectively, the "Trademarks"), each used in, attributable or related to, or associated with, the Business; and

**WHEREAS**, VALENT desires to transfer, assign, convey and deliver to BAYER and BAYER desires to acquire from VALENT the Trademarks.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in that certain Asset Purchase Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

A. Trademark Assignment. VALENT hereby transfers, assigns, conveys and delivers to BAYER the following:

(1) all of VALENT's right, title and interest in and to the Trademarks, any and all registrations and applications, certain of which are described on Schedule A hereto, and any and all renewals and extensions thereof; and

(2) all claims, demands and rights of action, both statutory and based upon common law, that VALENT has or might have by reason of any infringement of any Trademark prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in BAYER's own name.

B. Further Assurance. VALENT agrees that it shall do, execute, acknowledge and deliver acts, agreements, instruments, notices and assurances as may be reasonably requested by BAYER to further effect and evidence the transactions contemplated hereby, including without limitation, disclosing all facts known to it respecting the Trademarks and testifying in any legal proceeding involving enforcement of any of the Trademarks.

C. Trademark Issuance. VALENT hereby authorizes the United States Patent and Trademark Office, and any official or agency of any country foreign to the United States whose duty it is to issue trademarks and service marks, to record BAYER as assignee and owner of all Trademarks (to the extent recordable), in accordance with the terms of this Assignment.

D. Warranty. In addition to the representations and warranties of VALENT contained in the ASSET PURCHASE AGREEMENT, VALENT hereby represents and warrants that it has the full right to convey the entire interest herein assigned and that it has not executed, and will not execute, any agreement in conflict herewith.

E. Definitions - Asset Purchase Agreement. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the ASSET PURCHASE AGREEMENT. Notwithstanding anything in this Assignment to the contrary, the transfer, assignment, conveyance and delivery effectuated hereby are subject in all respects to the terms and conditions of the ASSET PURCHASE AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed, in duplicate counterparts by their duly authorized representatives as of the day and year first above written.

Valent U.S.A. Corporation

Bayer CropScience LP

By: 

By: 

Name: Robin M. Demouth

Name: M.E. ZIRAKPARVAR

Title: Vice President, General Counsel  
Secretary and Treasurer

Title: President and CEO

Dated: March 7, 2005

Dated: March 7, 2005

DBP  
31465

**Schedule A  
Trademark(s) and Trademark Application(s)**

Trademark: MONITOR

Trademark Application: MONITOR, Serial No. 78/552,909 filed on January 24, 2005;