

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
UFJ Bank Limited		12/20/2005	COMPANY: JAPAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Arysta Lifescience North America Corporation		
<b>Street Address:</b>	100 First Street		
<b>Internal Address:</b>	Suite 1700		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94105		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2304479	ELEVATE	
Registration Number:	2409479	EVEREST	
Registration Number:	2599142	ENDORSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)773-5759		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415-773-5700		
<b>Email:</b>	ipartmann@orrick.com, dhellman@orrick.com		
<b>Correspondent Name:</b>	Dolph M. Hellman		
<b>Address Line 1:</b>	405 Howard Street		
<b>Address Line 2:</b>	Orrick, Herrington & Sutcliffe LLP		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	9145-14/1640		
<b>NAME OF SUBMITTER:</b>	Dolph M. Hellman		

CH \$90.00 2304479

Signature:

/Dolph M. Hellman/

Date:

01/12/2006

**Total Attachments: 12**

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20 December 2005

**UFJ BANK LIMITED**

**In favour of:**

**ARYSTA LIFESCIENCE CORPORATION  
ANESA SA  
ARYSTA LIFESCIENCE SAS (FORMERLY CALLIOPE SAS)  
ARYSTA LIFESCIENCE NORTH AMERICA CORPORATION (FORMERLY  
ARVESTA CORPORATION)**

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**RELEASE**

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**FRESHFIELDS BRUCKHAUS DERINGER**

**TRADEMARK  
REEL: 003226 FRAME: 0665**

THIS RELEASE is made on 20 December 2005

By

- (1) **UFJ BANK LIMITED**, a company incorporated under the laws of Japan, whose registered office is at 1-1 Otemachi 1-chome, Chiyoda-ku, Tokyo 100-8114, Japan, in its capacity as security agent (the *Agent*) for and on behalf of the Lenders, the Arrangers, the Agent together with all their successors and assignees (the *Beneficiaries*);

In favour of:

- (2) **ARYSTA LIFESCIENCE CORPORATION**, a company incorporated under the laws of Japan, whose registered office is at St Luke's Tower 38-39F, 8-1 Akashicho, Chuo-ku, Tokyo 104-0044, Japan (*Arysta*);
- (3) **ANESA SA**, a *société anonyme* incorporated under the laws of Belgium, whose office is at 1000 Brussels (Belgium), Rue de la Presse 4 and registered with the *Registre des Personnes Morales* under number 0459.659.739 (*Arysta Belgium*);
- (4) **ARYSTA LIFESCIENCE SAS (FORMERLY CALLIOPE SAS)**, a *société par actions simplifiée* incorporated under the laws of France, whose office is at Route d'Artix, 64150 Noguères and registered with the Registry of Commerce and Companies of Pau under number 330 120 842 (*Arysta France*); and
- (5) **ARYSTA LIFESCIENCE NORTH AMERICA CORPORATION (FORMERLY ARVESTA CORPORATION)**, a company incorporated under the laws of State of California, whose registered office is at 100 First Street, Suite 1700, San Francisco, California 94105 (*Arysta North America*).

WHEREAS:

- (A) Pursuant to a loan agreement dated 26 September, 2003, between the Agent, the Beneficiaries and Arysta (the *Facilities Agreement*) certain facilities were made available to Arysta (together, the *Facilities*).
- (B) The Released Parties separately entered into the security arrangements listed in Schedule 1 (such arrangements, together with any other arrangements entered into to provide security for all the obligors' obligations under the Facilities Agreement, are together referred to as the *Security Documents*) with the Agent.
- (C) On the repayment of all amounts outstanding under the Facilities Agreement, the Agent on behalf of the Beneficiaries has agreed to terminate the Facilities Agreement and to release and discharge the Released Parties from their respective obligations under the Security Documents.

IT IS AGREED as follows:

**1. DEFINITIONS AND INTERPRETATION**

1.1 Unless the context otherwise requires or unless otherwise defined in this Release, capitalised terms used in this Release (including the Recitals hereto) shall have the same meaning given to them in the Facilities Agreement.

1.2 In this Release:

*Confirmation* means the confirmation, in the form of Schedule 2, that any and all amounts due and payable by Arysta pursuant to Clause 3.1 are received by the Agent on behalf of the Beneficiaries;

*Effective Date* means 20 December 2005;

*Effective Time* means the point in time on the Effective Date immediately after any and all amounts due and payable by Arysta pursuant to Clause 3.1 are received into the bank account of the relevant payee as specified to Arysta by the Agent;

*Released Assets* means all the assets of each of the Released Parties which are the subject of security under the Security Documents;

*Released Parties* means Arysta, Arysta Belgium, Arysta France and Arysta North America;

**2. RELEASE OF SECURITY**

2.1 With effect from the Effective Date and subject to Clause 2.2 and the payment of the amounts set forth in Clause 3.1 on the Effective Date, the Agent, on its own behalf and on behalf of the other Beneficiaries, irrevocably and unconditionally:

- (a) releases and discharges the Released Parties from all of their obligations, undertakings, covenants, representations, warranties and liabilities (whether present or future, actual or contingent) arising under or from or in connection with the Security Documents in respect of the Released Assets;
- (b) releases to each of the Released Parties the Released Assets to hold the same free and discharged from the security granted under, and constituted by, the Secured Documents; and
- (c) where necessary and appropriate, re-transfers, reassigns and reconveys to each of the Released Parties the Released Assets together with all their rights, title and interest (whether present or future) which were assigned or conveyed to the Agent by way of security pursuant to the terms of the Security Documents and the Released Parties hereby accept such re-transfer, re-assignment and reconveyance,

and accordingly, the Agent hereby releases, discharges, re-transfers, reassigns and reconveys as aforesaid with effect from the Effective Time.

2.2 The Agent agrees and undertakes to deliver to each Released Party at Arysta's expense (such delivery being in full satisfaction of the Agent's obligation under this Clause 2.2) all documents of title, certificates, floppy disks for receivable assignment registration (*saiken joto toki*) and other material documents (if any) presently held by the Agent in relation to the Released Assets.

2.3 The Agent hereby authorises each of the Released Parties to file UCC termination statements for all UCC financing statements that cover any of the Released Assets. The Agent shall from time to time (at Arysta's expense) execute and do all such assurances, deeds, acts and things (including without limitation the giving of notices, the termination of any filings and/or registrations, and the making of any further filings and/or registrations consequent upon this Release) as the Released Parties may reasonably request after the date hereof in connection with the discharges, releases and re-assignments contained in this Clause 2.

2.4 Each of the parties to the Security Documents acknowledge and agree that, with effect from the Effective Time:

- (a) all Security Documents to which it is a party are hereby terminated;
- (b) each of the other parties to the Secured Documents is hereby finally discharged and released from any and all of its obligations (if any) under the Security Documents; and
- (c) no party shall have any further rights or claims thereunder.

### 3. TERMINATION OF THE FACILITIES AGREEMENT

3.1 The Agent on behalf of the Beneficiaries acknowledges and agrees that Arysta shall pay to the Agent on behalf of the Beneficiaries for value on the Effective Date and subject to and in accordance with this Release: the sums of JPY21,800,130,272 and US\$23,625.00 in discharge of all amounts payable under the Facilities Agreement.

3.2 With effect from the Effective Time, each of the parties to the Facilities Agreement is hereby finally discharged and released from any and all of its obligations under the Facilities Agreement and shall have no further rights thereunder against any other party thereto except for any right of any Beneficiary arising because any amount paid or credited to the Beneficiaries in satisfaction of any amounts owing under the Facilities Agreement and/or the Security Documents is avoided or reduced by virtue of any bankruptcy, insolvency, liquidation, administration or similar laws. In such cases that amount paid but subsequently avoided or reduced shall not be considered to have been paid for the purpose of determining whether all the amounts owing under the Facilities Agreement and/or the Security Documents have been unconditionally and irrevocably paid.

3.3 The Agent, on its own behalf and on behalf of the Lenders, undertakes to confirm the receipt of all amounts payable by Arysta under Clause 3.1 by delivering to Arysta the Confirmation.

**4. NO FURTHER PAYMENTS DUE AND PAYABLE**

By executing this Release, each of the parties hereto acknowledges and agrees that:

- (a) as at the date hereof, there are no amounts outstanding to it under the Facilities Agreement other than any amounts set out in this Release (if any) which will be paid and discharged in accordance with this Release; and
- (b) with effect from the Effective Time, no amounts other than any amounts set out or referred to in this Release (if any) are or will become due and payable to it under the Facilities Agreement.

**5. FURTHER ASSURANCE**

Upon and after completion of this Release, the parties, at the expense of Arysta, hereby agree that they shall do and execute all other necessary acts, deeds, documents and pass such resolutions as may be reasonably required for giving effect to the terms of this Release.

**6. PARTIAL INVALIDITY**

If at any time any provision of this Release is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

**7. GOVERNING LAW**

This Release shall be governed by, and construed in accordance, with the laws of Japan.

**8. COUNTERPARTS**

This Release may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which is, an original, but all of which together constitute one and the same instrument.

## SCHEDULE 1

### SECURITY DOCUMENTS

1. **Japanese Law Governed Security Documents**
  - (a) Accounts Receivables Security Assignment Deed (*urikake saiken joto tanpo sashiire shousho*) dated 26 September 2003, provided by Arysta LifeScience Corporation as Grantor to UFJ Bank, Limited as Agent for the Lenders
  - (b) Inventory Security Assignment Deed (*shuugou dousan joto tanpo sashiire shousho*) dated 26 September 2003, provided by Arysta LifeScience Corporation as Grantor to UFJ Bank, Limited as Agent for the Lenders
  - (c) Investment Securities Security Deed (*yuuka shouken tanpo sashiire shousho*) dated 26 September 2003, provided by Arysta LifeScience Corporation as Grantor to UFJ Bank, Limited as Agent for the Lenders
  - (d) Master Loan Receivables Security Assignment Deed (*kashitsukekin saiken joto tanpo sashiire shousho - kihon*) dated 26 September 2003, provided by Arysta LifeScience Corporation as Grantor to UFJ Bank, Limited as Agent for the Lenders
  - (e) Individual Security Assignment Deed (*kakuteigakuyou kashitsukekin saiken joto tanpo sashiire shousho - kobetsu*) in relation to Arvesta Corporation, dated 26 September 2003, provided by Arysta LifeScience Corporation as Grantor to UFJ Bank, Limited as Agent for the Lenders
  - (f) Individual Security Assignment Deed (*kakuteigakuyou kashitsukekin saiken joto tanpo sashiire shousho - kobetsu*) in relation to Calliope SAS, dated 26 September 2003, provided by Arysta LifeScience Corporation as Grantor to UFJ Bank, Limited as Agent for the Lenders
  - (g) Individual Security Assignment Deed (*kyokudowakuyou kashitsukekin saiken joto tanpo sashiire shousho - kobetsu*) in relation to Arysta LifeScience Europe SA, dated 26 September 2003, provided by Arysta LifeScience Corporation as Grantor to UFJ Bank, Limited as Agent for the Lenders
  - (h) Individual Security Assignment Deed (*kyokudowakuyou kashitsukekin saiken joto tanpo sashiire shousho - kobetsu*) in relation to Arysta LifeScience America, Inc., dated 26 September 2003, provided by Arysta LifeScience Corporation as Grantor to UFJ Bank, Limited as Agent for the Lenders
  - (i) Individual Security Assignment Deed (*kyokudowakuyou kashitsukekin saiken joto tanpo sashiire shousho - kobetsu*) in relation to Agrivert, Inc., dated 26 September 2003, provided by Arysta LifeScience Corporation as Grantor to UFJ Bank, Limited as Agent for the Lenders



- (j) Individual Security Assignment Deed (*kyokudowakuyou kashitsukekin saiken joto tanpo sashiire shousho - kobetsu*) in relation to Anesa SA, dated 26 September 2003, provided by Arysta LifeScience Corporation as Grantor to UFJ Bank, Limited as Agent for the Lenders
- (k) Individual Security Assignment Deed (*kyokudowakuyou kashitsukekin saiken joto tanpo sashiire shousho - kobetsu*) in relation to Arysta Finechemical Europe GmbH, dated 26 September 2003, provided by Arysta LifeScience Corporation as Grantor to UFJ Bank, Limited as Agent for the Lenders
- (l) Individual Security Assignment Deed (*kyokudowakuyou kashitsukekin saiken joto tanpo sashiire shousho - kobetsu*) in relation to Kato Suishodo Pharmaceutical Co., Ltd., dated 26 September 2003, provided by Arysta LifeScience Corporation as Grantor to UFJ Bank, Limited as Agent for the Lenders
- (m) Individual Security Assignment Deed (*kyokudowakuyou kashitsukekin saiken joto tanpo sashiire shousho - kobetsu*) in relation to Arysta Agrimart Corporation, dated 26 September 2003, provided by Arysta LifeScience Corporation as Grantor to UFJ Bank, Limited as Agent for the Lenders
- (n) Trademark Rights Security by Assignment (*shohyouken joto tanpo sashiire shousho*) dated 26 September 2003, provided by Arysta LifeScience Corporation as Grantor to UFJ Bank, Limited as Agent for the Lenders

**2. California Law Governed Security Documents**

- (a) Stock Pledge Agreement dated 26 September 2003, made by Arysta LifeScience Corporation in favour of UFJ Bank, Limited as Agent for the Lenders, relating to stock of Arvesta Corporation
- (b) Guaranty by Arvesta Corporation dated 26 September 2003, in favour of the Lenders and UFJ Bank as Agent for the Lenders
- (c) Security Agreement dated 26 September 2003, between Arvesta Corporation as Grantor and UFJ Bank Limited as Agent for the Lenders
- (d) Intellectual Property Security Agreement dated 26 September 2003, between Arvesta Corporation and UFJ Bank Limited as Agent for the Lenders

**3. Belgian Law Governed Security Documents**

- (a) Share Pledge Agreement dated 26 September 2003, between Arysta LifeScience Corporation as Pledgor, the Lenders as Pledgees and UFJ Bank Limited as Facility and Security Agent, relating to shares in Anesa SA
- (b) Guarantee dated 26 September 2003, by Anesa SA as Guarantor in favour of the Lenders in respect of the obligations of Arysta LifeScience Corporation

**4. French Law Governed Security Documents**

- (a) Financial Instruments Account Pledge Agreement dated 26 September 2003, between Arysta LifeScience Corporation as Pledgor and UFJ Bank Limited as Security Agent, relating to shares in Calliope SAS
- (b) Financial Instruments Account Pledge Agreement dated 26 September 2003, between Anesa SA as Pledgor and UFJ Bank Limited as Security Agent, relating to shares in Calliope SAS
- (c) Guarantee dated 26 September 2003, by Calliope SAS in favour of UFJ Bank Limited as Security Agent for and on behalf of the Lenders, Arrangers and Facility and Security Agent

**5. Brazilian Law Governed Security Documents**

- (a) Quota Pledge Agreement executed 25 September 2003, among Arysta LifeScience Corporation as Pledgor and UFJ Bank Limited as Agent on behalf of the Pledges

**SCHEDULE 2**

**FORM OF CONFIRMATION**

[Letterhead of the Agent]

To: Arysta LifeScience Corporation

Certificate of Receipt

20 December 2005

Reference is made to the Syndicated Loan Agreement (*kyouchou yuushi kashidashi keiyaku*) (the *Facilities Agreement*) dated 26 September 2003 between Arysta LifeScience Corporation as Borrower, UFJ Bank Limited, Aozora Bank, Ltd., Sumitomo Mitsui Banking Corporation and The Sumitomo Trust and Banking, Co., Ltd. each as Arranger and Lender and UFJ Bank Limited as Agent. Defined terms used herein but are not defined have the meaning and construction given to them in the *Facilities Agreement*.

We hereby acknowledge that, pursuant to the *Facilities Agreement*, the Agent has received JPY 21,800,130,272 and US\$23,625.00.

We acknowledge and agree that there is no outstanding amount payable by the Borrower, the Security Grantors (*honken tanpo teikyou sha*) or the Guarantors (*honken hoshou nin*) to the Lenders, the Arrangers or the Agent under the *Facilities Agreement*, the Security Agreements (*honken tanpo keiyaku*) and the Guarantee Agreements (*honken hoshou keiyaku*).

Yours faithfully

UFJ BANK LTD. as agent for the Lenders

By:   
\_\_\_\_\_  
Authorised signatory

IN WITNESS whereof this Release has been executed by the parties hereto and is intended to be and is hereby delivered on the day and year first above written.

**ARYSTA LIFESCIENCE CORPORATION**

**(as Arysta)**

By: \_\_\_\_\_  
Authorized signatory

**ANESA SA**

**(as Arysta Belgium)**

By: \_\_\_\_\_  
Authorized signatory

**ARYSTA LIFESCIENCE SAS (FORMERLY CALLIOPE SAS)**

**(As Arysta France)**

By: \_\_\_\_\_  
Authorized signatory

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**ARYSTA LIFESCIENCE NORTH AMERICA CORPORATION (FORMERLY  
ARVESTA CORPORATION)**

**(as Arysta North America)**

By: \_\_\_\_\_  
Authorized signatory.

**UFJ BANK LTD.**

**(as Agent and for and on behalf of the Beneficiaries)**

By:   
\_\_\_\_\_  
Authorised signatory