

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADVANTA CANADA INC.		10/29/2004	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	SES EUROPE N.V./S.A.		
Street Address:	Soldatenplein Z2, No. 15		
Internal Address:	Industriepark		
City:	Tienen		
State/Country:	BELGIUM		
Postal Code:	3300		
Entity Type:	COMPANY: BELGIUM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2976217	HYSUN	
Registration Number:	2265226	HYSUN	
CORRESPONDENCE DATA			
Fax Number:	(310)203-0567		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310-203-8080		
Email:	trademarkdocket@jmbm.com		
Correspondent Name:	Christine L. Lofgren		
Address Line 1:	1900 Avenue of the Stars, 7th Floor		
Address Line 2:	Jeffer, Mangels, Butler & Marmaro LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	59652-1047		
DOMESTIC REPRESENTATIVE			

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Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Christine L. Lofgren
Signature:	/christine l lofgren/
Date:	01/30/2006

Total Attachments: 5
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29 October, 2004

ADVANTA CANADA INC.

SES EUROPE N.V./S.A.

**DEED OF ASSIGNMENT OF A TRADE
MARK APPLICATION**



FRESHFIELDS BRUCKHAUS DERINGER

A DEED OF ASSIGNMENT OF A TRADE MARK APPLICATION made on
29 October, 2004

BETWEEN

- (1) **ADVANTA CANADA INC.** a company incorporated under the laws of Canada, having its official seat and principal place of business at Unit 3-75, Scurfield Boulevard, Winnipeg, Manitoba R3Y 1P6, Canada (the *Assignor*); and
- (2) **SES EUROPE N.V./S.A.** a company incorporated under the laws of Belgium, with registered office at Industriepark, Soldatenplein Z2, No.15, 3300 Tienen, Belgium, registered with the company register under number 431.431.749 (the *Assignee*).

WHEREAS

- (A) The Assignor is the applicant for the trade mark application set out in the Schedule (the *Application*).
- (B) Pursuant to the stock purchase agreement between Advanta Netherlands Holdings B.V. (*Advanta*) and Monsanto Company (*Monsanto*) dated 27 August 2004 (the *Stock Purchase Agreement*), Advanta sold and Monsanto purchased all of the issued and outstanding shares of the capital stock of the Assignor on 8 September 2004 (the *Completion Date*).
- (C) The Application was, prior to the Completion Date, exclusively or predominantly owned or used in connection with a business of Advanta BV, a subsidiary of Advanta, other than the North American canola business acquired by Monsanto.
- (D) In accordance with Clause 5.11(a) of the Stock Purchase Agreement the Assignor is willing to transfer, and the Assignee is willing to have transferred to it, the Application on the terms of this Deed of Assignment.

IT IS AGREED as follows:

1. ASSIGNMENT

The Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest in and to the Application, including (without limitation):

- (a) all statutory and common law rights attaching to the Application together with all associated goodwill;
- (b) the right to sue for and obtain injunctive relief, damages and all other relief in respect of any infringement or misuse (whether past, present or future) of any of the Application or trade marks granted pursuant to the Application; and
- (c) the right to oppose any application to register a trade mark which may be confusingly similar to the Application or trade marks granted pursuant to the

Application and the right to seek to cancel any existing registration that may be confusingly similar to the Application or trade marks granted pursuant to the Application.

2. FURTHER ASSURANCE

The Assignor shall, at the request of the Assignee and at the Assignee's cost, execute all documents and do all things necessary to vest in the Assignee all rights assigned to the Assignee under this Deed of Assignment and to give the Assignee the full benefit of this Deed of Assignment.

3. GOVERNING LAW, JURISDICTION AND SERVICE OF PROCESS

3.1 Governing Law. This Deed of Assignment shall in all respects be interpreted, construed, and governed by and in accordance with the laws of the State of New York, disregarding any conflict of laws provisions which may require the application of the law of another jurisdiction, except that questions affecting the construction and effect of any trade mark shall be determined by the law of the country in which the trade mark is pending or was granted.

3.2 Submission to Jurisdiction. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the state and federal courts located in the Borough of Manhattan in the City of New York, New York, for the purposes of any suit, action or other proceeding arising out of this Deed of Assignment or any transaction contemplated hereby. Each of the parties agrees that service of any process, summons, notice or document by U.S. registered mail to such party's address set forth above shall be effective service of process for any action, suit or proceeding with respect to any matters to which it has submitted to jurisdiction in this clause. Each of the parties waives any objection to the laying of venue of any action, suit or proceeding arising out of this Deed of Assignment or the transactions contemplated hereby in the said courts, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum or to raise any similar defence or objection.

4. COUNTERPARTS

This Deed of Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Any such counterpart may be delivered by facsimile transmission.

SCHEDULE

Trade Mark Application

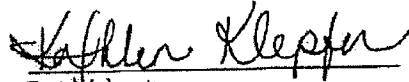
Current Owner	Territory	Mark	Status	Registration number (Application number)	Registration date (Application date)
Advanta Canada Inc.	USA	HYSUN	Application	78440333	23 June 2004
Advanta Canada Inc.	USA	HYSUN	Registration	2,265,226	27 July 1999

5. EXECUTION.

5.1 The representatives signing on behalf of the parties to this Deed of Assignment acknowledge that they have reviewed and understand this Deed of Assignment and hereby represent that each has full power and authority to execute this Deed of Assignment and bind the respective parties.

EXECUTED as a DEED by
ADVANTA CANADA INC.
represented by
as its authorised officer


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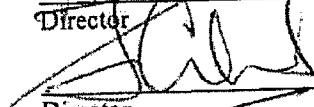


President

EXECUTED as a DEED by
SES EUROPE N.V./S.A.
acting by two directors:

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Director


Director