

12-29-05

TRADEMARKS ONLY

TO THE HONORABLE
Please receive

01-09-2006
103152385

TRADEMARKS ONLY

TRADEMARKS
of

1. Name of conveying party(ies)
Aventis CropScience U.K. Ltd.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation of: United Kingdom
- Other: _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Change of Name
- Merger

Other Corrective assignment to correct the wrong assignor in the assignment of Reg. No. 1,275,719 previously recorded on Reel: 002848/Frame: 0585. Assignor confirms that the assignor was Aventis CropScience U.K. Ltd.

Execution Date: January 11, 2001

2. Name and Address of receiving party(ies)

Name: Irvita Plant Protection N.V.
Address: Pos Cabai Office Park
Unit 13

City: Curaçao
Country: Netherlands Antilles

Individual(s) citizenship: _____

Association: _____

General Partnership: _____

Limited Partnership: _____

Corporation (Country): Netherlands Antilles

As the assignee is not domiciled in the United States, the assignee has designated a domestic representative

Additional name(s) & address(es) attached? Yes No

Other: _____

4. Application number(s) or registration number(s)

A. Trademark Application No(s).

B. Trademark Registration No(s).

1,275,719 "APOLLO"

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

BROWDY AND NEIMARK, P.L.L.C.
624 Ninth Street, N.W.
Suite 300
Washington, D.C. 20001-5303

6. Number of applications and registrations involved:

One (1)

7. PTO Form-2038 in the amount of \$40.00 is not attached.

8. If insufficient fees are attached to accomplish the present order, please charge any necessary additional fees to Deposit Account 02-4035.

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.

Aoi Nawashiro

Name of Person Signing

Aoi Nawashiro

Signature

December 29, 2005

Date

AN:an

Total number of pages including cover sheet [1]

G:\BN\MM\AKH\apollo\pto\assignment corrective cvsht 29Dec05.doc

10-22-2003

TRADEMARKS ONLY

TRADEMARKS ONLY

10/17/03

TO THE HONORABLE COM

Please record this as



102581120

1. Name of conveying party(ies)
Agrevo UK Limited

- Individual(s)
- General Partnership
- Corporation of: United Kingdom
- Other: _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Other _____
- Change of Name

Execution Date: January 28, 2003

2. Name and Address of receiving party(ies)

Name: Irvita Plant Protection N.V.
Address: Pos Cabai Office Park
Unit 13

City: Curacao
Country: Netherlands Antilles

- Individual(s) citizenship: _____
- Association: _____
- General Partnership: _____
- Limited Partnership: _____

Corporation (Country): Netherlands Antilles

As the assignee is not domiciled in the United States, the assignee has designated a domestic representative

Additional name(s) & address(es) attached? Yes No

Other: _____

4. Application number(s) or registration number(s)

A. Trademark Application No(s).

B. Trademark Registration No(s).

1,275,719 "APOLLO"

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

BROWDY AND NEIMARK, P.L.L.C.
624 Ninth Street, N.W.
Suite 300
Washington, D.C. 20001-5303

6. Number of applications and registrations involved:

One (1)

7. PTO Form-2038 in the amount of \$40.00 is attached.

8. If insufficient fees are attached to accomplish the present order, please charge any necessary additional fees to Deposit Account 02-4035.

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.

Aoi Nawashiro
Name of Person Signing

Aoi Nawashiro
Signature

October 17, 2003
Date

AN:an

Total number of pages including cover sheet 4]

F:\user30\forms\tm assignment recordation cvsht.doc

10/21/2003 LMUELLER 00000304 1275719

01 FC:8521

40.00 OP

ASSET PURCHASE AGREEMENT

This Agreement is made and entered into on January 11, 2001, by and between Aventis CropScience U.K. Ltd., an English company having its registered office at Hauxton, Cambridge, England ("Seller") duly represented for the purposes hereof by Mr. Esmail Zirakparvar, Head of Crop Protection Portfolio Management, by virtue of a power of attorney attached herewith, and Irvita Plant Protection N.V. a corporation having its registered office in Curacao, The Netherland Antilles ("Buyer"), duly represented for the purposes hereof by Messrs. Dan Peer, Chairman of the Board of Supervisory Directors, and Wil P. Kleinveld, Managing Director, pursuant to a resolution of the Board of Supervisory Directors dated December 18, 2000.

Seller and Buyer are hereafter referred to collectively as the "Parties," and separately as a "Party".

WHEREAS:

Seller, itself and through certain of its Affiliates (as such term is defined hereafter) owns and operates a business in several countries (hereinafter referred to as the "Business") consisting in the manufacture and sale of the active ingredient Clofentezine and of formulations and mixtures containing the said active ingredient.

Buyer operates a business in several countries involving the manufacture and sale of agrochemical products.

Seller desires to sell and transfer to Buyer all of its assets relating to the Business, except as expressly provided herein (the "Business Assets", as further described hereafter), as well as its Business-related inventory (the "Inventory", as further described hereafter), and Buyer desires to acquire the Business Assets and the Inventory from Seller, in accordance with the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual terms and conditions contained herein, the Parties agree as follows:

1. Definitions

"Affiliate" when used with reference to a specified person, shall mean any person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with the specified person. For the purposes of this definition, "control" shall mean the possession, direct or indirect, of the power to direct or decisively influence the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" shall mean this Asset Purchase Agreement, including all of its Schedules. For the avoidance of doubt, the ancillary agreements whose execution is contemplated hereunder shall not fall under the definition of "Agreement".

"Third-Party Registrations" shall mean all registrations in respect of products containing Clofentezine that are maintained with any regulatory authority and which are currently held neither by Seller or its Affiliates, but which are controlled or supported by Seller's Registrations or letters of access. Schedule 1-B contains a list of such Third-Party Registrations. Notwithstanding anything to the contrary contained herein, it is hereby understood and agreed that (i) Schedule 1-B does not purport to include those Third-Party Registrations which are held by Third-Parties in connection with their performance of any Third-Party Contracts, and that (ii) Schedule 1-B was prepared by Seller on a good-faith-effort-basis after reasonable examination of Seller and Seller's Affiliates' relevant records, and, subject to the following, Seller does not make any representations or warranties as to the completeness of Schedule 1-B.

"Trademarks" shall mean all registered trademarks owned by Seller or its Affiliates and pertaining to, or used in, the Business, together with the goodwill associated with said trademarks throughout the world. A list of the Trademarks is set forth in Schedule 2.1.1. In the event that a Trademark is discovered to have been omitted from Schedule 2.1.1, it shall automatically be deemed included in Schedule 2.1.1, and the Parties shall amend Schedule 2.1.1 accordingly. For the sake of avoiding any doubt, the trademark "Ovation", which is not owned by Seller or its Affiliates, is not included in the "Trademarks".

"Transitional Clofentezine Supply Agreement" shall have the meaning ascribed to it in Article 5.1 hereof.

2. Sale and Purchase of Business Assets and Inventory

Seller hereby agrees to sell and transfer or otherwise assign (on its own behalf and/or, as the case may be, on behalf of its relevant Affiliates) to Buyer on the Closing Date, and Buyer hereby accepts to acquire from Seller (and/or, as the case may be, from Seller's relevant Affiliates) on the Closing Date, the Business, the Business Assets and the Inventory free and clear of any liens, charges or encumbrances, subject to and in accordance with the provisions herein.

Subject to the provisions of this Agreement and, in particular, subject to the provisions of Article 2.6 hereof, as and from the Closing Date, Seller and its Affiliates shall discontinue carrying on the Business, and Buyer shall be entitled to carry-on and continue the Business and hold itself out as doing so in succession to the Seller.

Schedule 2 sets forth the procedures and acts which shall be carried out by the Parties in order to facilitate the transfer of the Business, the Business Assets and the Inventory.

2.1 Trademarks

2.1.1 Seller hereby agrees to sell, transfer and assign - or, as the case may be, to cause its relevant Affiliates to sell, transfer and assign - the Trademarks to Buyer, which is accepted by Buyer.

2.1.2 Buyer shall carry out all formalities to give full legal effect to such transfer and assignment, provided, however, that Seller shall reasonably assist and cooperate with - or cause its relevant Affiliates to reasonably assist and cooperate with - Buyer to have all relevant registers and records amended so that Buyer becomes, as early as possible, the registered owner of the Trademarks.

2.1.3 Any costs, out-of-pocket expenses, charges and/or fees arising in connection with the foregoing shall be borne by Buyer (and, as the case may be, reimbursed to Seller).

2.1.4 Buyer hereby acknowledges that certain of the Trademarks are legally in the name of certain of Seller's Affiliates, and Seller hereby represents and warrants that it has all the required authority to cause such Trademarks to be validly transferred by its Affiliates to Buyer.

2.1.5 Buyer further acknowledges that certain of the Trademarks have remained in the former name of Seller or that of its Affiliates (e.g., in the name of AgrEvo UK Ltd. or Hoechst Schering AgrEvo GmbH). In the event that Buyer shall wish to record the above changes of name before recording the transfer of the Trademarks to its name, such procedure shall be carried out with the assistance of Seller and the related costs, out-of-pocket expenses, charges and/or fees shall be borne by Buyer.

2.1.6 Seller hereby represents and warrants (i) that it (or, as the case may be, its relevant Affiliates) holds all the rights in the Trademarks as sole legal owner, (ii) that no licenses or rights to use the Trademarks have been granted to any Third Party, except under the Third-Party Contracts, (iii) that it has no knowledge that any Trademark is subject to any claim for infringement or other violation of Third Parties' rights, and that (iv) to the best of its knowledge, all the trademarks which are currently used by it or its Affiliates in the conduct of the Business (except "Ovation"), and which are material to the Business, are owned by it or its Affiliates. In respect of the use of Trademark(s) by a Third Party other than under a Third-Party Contract assigned or novated to Buyer under Article 6, Seller shall, as soon as legally and contractually possible, take action to terminate such Third Party's right to use said Trademark(s).

2.1.7 As from the date hereof, Buyer shall assume all of Seller's (or Seller's relevant Affiliates') rights and obligations in respect of the Trademarks, provided, however, that until Buyer becomes the registered owner of the Trademarks, Seller shall take all actions and carry out all formalities as may be required to allow Buyer to defend its rights under the Trademarks. For the sake of avoiding any doubt, Buyer shall not be liable for, and Seller shall, in accordance with Article 9 hereof, indemnify and hold Buyer harmless against any claims arising prior to the Closing Date that the Trademarks infringe or violate any Third-Parties' rights.

2.2 Labels

2.2.1 Seller hereby agrees to sell, transfer and assign - or, as the case may be, to cause its relevant Affiliates to sell, transfer and assign - and Buyer agrees to purchase and accept the Labels. The transfer of the Labels to Buyer shall be completed in hardcopy - and, whenever this is possible, in electronic form - as soon as possible following the Closing Date, but in no event later than sixty (60) days after the Closing Date. Seller shall take all actions, including

The Parties hereby expressly understand and agree that the terms and conditions of the transfer to Buyer of any local components of the Business Assets (including payment terms) shall be as provided in this Agreement, and that the provisions of this Agreement shall supersede any contrary provision contained in the afore-mentioned instruments or documents. Moreover, there can be no double recovery for Buyer under both this Agreement and the afore-mentioned instruments or documents.

Executed in two (2) counterparts, on January 11, 2001.

For Aventis CropScience U.K Ltd

For Irvita Plant Protection N.V.



Mr. Esmail Zirakparvar
Title : Head of Crop Protection Portfolio
Management

Messrs. Dan Peer / Wil P. Kleinveld
Titles : Chairman of the Board /
Managing Director

CONFIDENTIAL

SCHEDULE 21.1

Trademarks

MARK	USED	COUNTRY	CLASS	APPN NO	REGN NO	APPDATE	REGDATE	RENEWAL	REGD PROP	ST
ICARLSTOP	Yes	ARGENTINA	5	1984441	1634518	23/06/95	02/06/97	02/06/07	AGREVO GMBH	R
ICARLSTOP	Yes	BRAZIL	1,50	010660741	810660141	/ /	12/07/83	12/07/03	SAG	R
ICARLSTOP	Yes	CHILE	5	96701	385614	/ /	16/02/82	13/04/02	AGREVO GMBH	R
ICARLSTOP	Yes	COLOMBIA	5	206355	107383	/ /	22/01/85	22/01/00	AGREVO GMBH	R
ICARLSTOP	Yes	COSTA RICA	5	39668	61481	/ /	30/11/82	30/11/02	AGREVO GMBH	R
ICARLSTOP	No	DENMARK	1	2751/1990	07733/1993	03/04/90	05/11/93	05/11/03	AGREVO GMBH	R
ICARLSTOP	No	DOMINICAN Rep	13	3376	33363	/ /	27/01/82	27/01/02	AGREVO GMBH	R
ICARLSTOP	No	EL SALVADOR	5	1291/84	12/110	/ /	17/09/85	17/09/05	AGREVO GMBH	R
ICARLSTOP	No	ESTONIA	2	9307385	17151	20/10/66	/ /	31/10/06	AGREVO GMBH	R
ICARLSTOP	No	GERMANY	5	22544	22544	02/12/81	/ /	02/12/02	SAG	R
ICARLSTOP	No	GUANA	5	70522	70522	02/12/81	/ /	02/12/02	SAG	R
ICARLSTOP	No	GREECE	5	785058	44231	/ /	27/10/82	27/10/02	AGREVO GMBH	R
ICARLSTOP	No	GUATEMALA	5	43870	43870	/ /	01/11/84	01/11/04	AGREVO GMBH	R
ICARLSTOP	No	HONDURAS	5	187142	187142	22/10/84	22/10/84	22/04/04	SAG	R
ICARLSTOP	No	INDONESIA	5	103534	68751	31/12/69	/ /	31/12/09	AGREVO GMBH	R
ICARLSTOP	No	INTERNATIONAL(*)	5	10760/583	18760	20/04/92	/ /	20/04/02	SAG	R
ICARLSTOP	No	JORDAN	5	93-7900	M33429	18/10/88	/ /	18/10/02	SAG	R
ICARLSTOP	No	LEBANON	5	311/A/1552	41558	27/08/93	20/06/96	27/08/03	SAG	R
ICARLSTOP	No	MALAYSIA	5	92762	92762	/ /	18/12/81	18/12/11	SAG	R
ICARLSTOP	No	MEXICO	5	166851	520318	27/10/81	/ /	27/10/02	SAG	R
ICARLSTOP	No	NICARAGUA	5	4601	14378 CC	04/05/93	12/04/96	04/05/03	SAG	R
ICARLSTOP	No	PARAGUAY	1	50513	154645	/ /	30/08/82	29/08/02	AGREVO GMBH	R
ICARLSTOP	No	PERU	5	124850	70768	23/10/81	29/03/82	24/09/02	AGREVO GMBH	R
ICARLSTOP	No	POLAND	5	93030611	86521	09/09/93	13/10/95	09/09/03	AGREVO GMBH	R
ICARLSTOP	No	RUSSIA	5	6672	137157	29/06/93	24/07/95	29/06/03	AGREVO GMBH	R
ICARLSTOP	No	TURKEY	9	183446	257747	25/01/82	/ /	25/01/02	AGREVO GMBH	R
ICARLSTOP	No	URUGUAY	9	9623/01	112639	/ /	15/10/82	30/10/02	AGREVO GMBH	R
ICARLSTOP	No	VENEZUELA	6			/ /	20/02/85	20/02/00	AGREVO GMBH	R

APOLLO	No	PAKISTAN	5	107136	60015	19/06/90	/	/	/	SAL	P
APOLLO (CYRILLIC)	Yes	POLAND	5		214158	28/09/83	26/11/84	28/09/03		AGREVO UK	R
APOLLO (CYRILLIC)	Yes	PORRUGAL	5	214158	214158	11/12/81	16/06/89	16/06/09		AGREVO UK	R
APOLLO (CYRILLIC)	Yes	ROMANIA	5	12502	12502	04/03/82	10/03/83	04/03/02		AGREVO UK	R
APOLLO (CYRILLIC)	Yes	RUSSIA	5	65914	65914	14/08/79	17/03/80	14/08/99		AGREVO UK	R
APOLLO (CYRILLIC)	No	SAUDI ARABIA	5	10337	32399	25/11/89	13/10/94	08/08/99		AGREVO UK	R
APOLLO (CYRILLIC)	Yes	SLOVAK REPUBLIC	5	-	165695	22/09/83	12/06/84	22/09/03		AGREVO UK	R
APOLLO (CYRILLIC)	Yes	SLOVENIA	5	7980596	7980596	03/08/79	11/07/96	03/08/09		AGREVO UK	R
APOLLO (CYRILLIC)	Yes	SOUTH AFRICA	5	79/3957	79/3957	01/08/79	01/08/79	01/08/09		AGREVO UK	R
APOLLO (CYRILLIC)	No	SWEDEN	5	18030	315845	07/12/81	22/10/82	22/10/02		AGREVO UK	R
APOLLO (CYRILLIC)	Yes	SWITZERLAND	5	18030	34936	03/12/81	27/07/82	03/12/01		AGREVO UK	R
APOLLO (CYRILLIC)	Yes	SYRIA	5	199207	199207	16/03/87	16/03/87	16/03/07		AGREVO UK	R
APOLLO (CYRILLIC)	Yes	TAIWAN	1		199207	11/12/81	16/12/82	30/09/00		AGREVO UK	R
APOLLO (CYRILLIC)	No	THAILAND	2		KOR50328	29/04/87	24/11/87	29/04/07		AGREVO UK	R
APOLLO (CYRILLIC)	No	TUNISIA	5	88084	88084	28/03/88	28/03/88	28/03/03		AGREVO UK	R
APOLLO (CYRILLIC)	Yes	TURKEY	5	85077	85077	11/03/85	11/03/85	11/03/05		AGREVO UK	R
APOLLO (CYRILLIC)	Yes	UAE	5	2870	3139	19/10/93	29/11/95	19/10/03		SAL	R
APOLLO (CYRILLIC)	Yes	USA	5	1275119	1275119	12/09/79	01/05/84	01/05/04		AGREVO UK	R
APOLLO (CYRILLIC)	Yes	YUGOSLAVIA	5	26792	26792	03/08/79	15/12/82	15/12/02		AGREVO UK	R
APOLLO (CYRILLIC)	Yes	ZIMBABWE	5	371/83	371/83	25/07/83	25/11/83	25/07/03		AGREVO UK	R
APOLLO (+CYRILLIC)	No	BELARUS	5	19990086		21/01/99	/	/	/	AGREVO GMBH	P
APOLLO (ARABIC)	No	UAE	5	2871	3142	19/10/93	29/11/95	19/10/03		SAL	R
APOLLO (CHINESE 2)	Yes	TAIWAN	5	412884	412884	22/02/88	16/09/88	15/09/08		AGREVO UK	R
APOLLO (CHINESE)	No	CHINA	5	900187922	522223	25/05/90	20/05/91	20/05/01		AGREVO UK	R
APOLLO (CHINESE)	No	BULGARIA	5	27272	25014	10/05/94	14/12/94	10/05/04		AGREVO UK	R
APOLLO (CYRILLIC)	No	KAZAKHSTAN	5	13319		03/02/99	/	/	/	AGREVO UK	P
APOLLO (CYRILLIC)	No	MACEDONIA	5	2-533/95	06760	11/07/95	09/03/99	11/07/05		AGREVO UK	R
APOLLO (CYRILLIC)	Yes	RUSSIA	5	99700569		20/01/99	/	/	/	AGREVO UK	P
APOLLO (CYRILLIC)	Yes	UKRAINE	5	95072274/T	13954	19/07/95	12/11/99	19/07/05		AGREVO UK	R
APOLLO (CYRILLIC)	No	IRAN	5	108425	71348	18/07/93	10/10/93	18/07/03		AGREVO UK	R

APOLLO (CYRILLIC)

APOLLO	No	PAKISTAN	107136	60015	19/06/90	/ / /	SAL	P
APOLLO	Yes	POLAND	214158	214158	28/09/83	26/11/84	28/09/03	AGREVO UK
APOLLO	Yes	PORTUGAL	214158	214158	11/12/81	16/06/89	16/06/09	AGREVO UK
APOLLO	Yes	ROMANIA	12502	12502	04/03/82	10/03/83	04/03/02	AGREVO UK
APOLLO	Yes	RUSSIA	65914	65914	14/08/79	17/03/80	14/08/99	AGREVO UK
APOLLO	No	SAUDI ARABIA	10337	32399	25/11/89	13/10/94	08/08/99	AGREVO UK
APOLLO	Yes	SLOVAK REPUBLIC	-	165695	22/09/83	12/06/84	22/09/03	AGREVO UK
APOLLO	Yes	SLOVENIA	7980596	7980596	03/08/79	11/07/96	03/08/09	AGREVO UK
APOLLO	Yes	SOUTH AFRICA	79/3957	79/3957	01/08/79	01/08/79	01/08/09	AGREVO UK
APOLLO	No	SWEDEN	183651	183651	07/12/81	22/10/82	22/10/02	AGREVO UK
APOLLO	Yes	SWITZERLAND	315645	315645	03/12/81	27/07/82	03/12/01	AGREVO UK
APOLLO	Yes	SYRIA	18030	34936	16/03/87	16/03/87	16/03/07	AGREVO UK
APOLLO	Yes	TAIWAN	199207	199207	11/12/81	16/12/82	30/09/00	AGREVO UK
APOLLO	No	THAILAND	88084	KOAS8328	29/04/87	24/11/87	29/04/07	AGREVO UK
APOLLO	No	TUNISIA	88084	88084	28/03/88	28/03/88	28/03/03	AGREVO UK
APOLLO	Yes	TURKEY	85077	85077	11/03/85	11/03/85	11/03/05	AGREVO UK
APOLLO	Yes	UAE	2870	3139	19/10/93	29/11/95	19/10/03	SAL
APOLLO	Yes	YUGOSLAVIA	1278719	1278719	12/09/79	01/05/84	01/05/04	AGREVO UK
APOLLO	Yes	ZIMBABWE	26792	26792	03/08/79	15/12/82	15/12/02	AGREVO UK
APOLLO	No	BELARUS	371/83	371/83	25/07/83	25/11/83	25/07/03	AGREVO UK
APOLLO (+CYRILLIC)	No	19990086	19990086		21/01/99	/ / /	AGREVO GMBH	P
APOLLO (ARABIC)	No	UAE	2871	3142	19/10/93	29/11/95	19/10/03	SAL
APOLLO (CHINESE 2)	Yes	TAIWAN	412884	412884	22/02/88	16/09/88	15/09/08	AGREVO UK
APOLLO (CHINESE)	No	CHINA	900187922	522223	25/05/90	20/05/91	20/05/01	AGREVO UK
APOLLO (CYRILLIC)	No	BULGARIA	27272	25014	10/05/94	14/12/94	10/05/04	AGREVO UK
APOLLO (CYRILLIC)	No	KAZAKHSTAN	13319		03/02/99	/ / /	AGREVO UK	P
APOLLO (CYRILLIC)	No	MACEDONIA	2-533/95	06760	11/07/95	09/03/99	11/07/05	AGREVO UK
APOLLO (CYRILLIC)	Yes	RUSSIA	99700569		20/01/99	/ / /	AGREVO UK	P
APOLLO (CYRILLIC)	Yes	UKRAINE	95072274/7	13954	19/07/95	12/11/99	19/07/05	AGREVO UK
APOLLO (CYRILLIC)	No	IRAN	108425	71398	18/01/93	10/10/93	18/07/03	AGREVO UK

APOLLO (CYRILLIC)