

Form PTO-1594 (rev 06/04)	<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>	U. S. Department of Commerce Patent and Trademark Office
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:		
<b>1. Name of conveying party(ies)/Execution Date(s):</b> <b>BASF Aktiengesellschaft</b>  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other Citizenship <u>Germany</u> Execution Date(s) <u>March 31, 2006</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and Address of receiving party(ies)</b> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: <u>Arysta LifeScience North America Corporation</u> Internal Address: _____ Street Address: <u>Parkwest Two</u> <u>15401 Weston Parkway Suite 150</u> City: <u>Cary</u> State: <u>NC</u> Country: <u>U.S.</u> Zip: <u>27513</u> <input type="checkbox"/> Association – Citizenship _____ <input type="checkbox"/> General Partnership – Citizenship _____  <input type="checkbox"/> Limited Partnership – Citizenship _____ <input checked="" type="checkbox"/> Corporation – Citizenship <u>California</u> <input type="checkbox"/> Other _____ Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No.	
<b>3. Nature of conveyance:</b> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Other _____		
<b>4. Application number(s) or registration number(s):</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">           A. Trademark Application No(s).  <b>78727569</b> </div> <div style="width: 45%;">           B. Trademark Registration No(s).  <b>1135385      2742902</b> </div> </div>		
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b>  Bruce J. Goldner, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036 Tel: (212) 735-2517 Fax: (917) 777-2517 bgoldner@skadden.com	<b>6. Total number of applications and registrations involved:</b> <b>3</b>	
	<b>7. Total fee (37 CFR 1.21(h) and 3.41) <u>\$90</u></b> <input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 032060/5)	
	<b>8. Payment Information</b> Deposit Account No. <u>19-2385</u> Authorized user Name: <u>Michael McGuire</u>	
<b>9. Signature.</b>		
Signature <u>Bruce J. Goldner</u> Name of Person Signing	Date <u>May 10, 2006</u>	Total number of pages including cover sheet, and documents: <b>5</b>

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Trademark Assignment"), dated this 31<sup>st</sup> day of March, 2006, among BASF AKTIENGESELLSCHAFT, a German corporation (the "Assignor"), and ARYSTA LIFESCIENCE NORTH AMERICA CORPORATION, a California corporation (the "Assignee").

WHEREAS, Assignor own certain trademarks, service marks, trade names, domain names, logos, slogans, trade dress, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, including those which are subject of registrations and applications for registration which are listed on Appendix I attached hereto and incorporated herein by reference (the "Marks").

WHEREAS, upon the terms and subject to the conditions set forth in the Amended and Restated Asset Purchase Agreement, dated March 30, 2006 (as may be amended and in effect from time to time), between Micro Flo Company LLC, BASF Corporation on the one side and Arysta LifeScience Corporation and Arysta LifeScience North America Corporation on the other side, the Assignee desires to acquire and accept from Assignor, and the Assignor desires to transfer, convey and deliver to Assignee, all of Assignor's right, title and interest in, to and under the Marks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby transfer, convey and deliver to Assignee, and Assignee hereby acquires and accepts from Assignor, all of Assignor's right, title, and interest in and to the Marks throughout the universe, including all registrations and applications therefor and all goodwill symbolized by and connected with the use thereof, and all rights to sue, counterclaim, and to collect damages and payments for claims of past, present, and future infringements, unfair competition or misappropriations thereof, and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Marks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives.

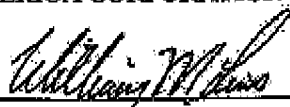
Assignor hereby agrees to execute, upon the request of Assignee, such additional documents as are necessary to register and otherwise give full effect to the rights of Assignee in and to the Marks under this Trademark Assignment, including all documents necessary to record in the name of Assignee the assignment of the Marks with the United States Patent and Trademark Office, domain name registrar, and with any other appropriate foreign or international office or registrar.

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IN WITNESS WHEREOF, the Assignor and Assignee have caused this Trademark Assignment to be executed and delivered by their duly authorized officers as of the date first set forth above.

**ASSIGNEE**

ARYSTA LIFESCIENCE NORTH  
AMERICA CORPORATION

By   
Name: William M. Lewis  
Title: President and CEO

**ASSIGNOR**

BASF AKTIENGESELLSCHAFT

By \_\_\_\_\_  
Name:  
Title:

[Signature Page - Assignment of Trademarks]

TRADEMARK  
REEL: 003308 FRAME: 0963

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Trademark Assignment to be executed and delivered by their duly authorized officers as of the date first set forth above.


**ASSIGNEE**

ARYSTA LIFESCIENCE NORTH  
AMERICA CORPORATION

By \_\_\_\_\_  
Name:  
Title:

**ASSIGNOR**

BASF AKTIENGESELLSCHAFT

By  \_\_\_\_\_  
Name: Paul M. Rea  
Title: Attorney-in-Fact

[Signature Page—Assignment of Trademarks]

TRADEMARK

REEL: 003308 FRAME: 0964

Appendix ITrademarks

Trademark	Type	Registration/Serial number
AUDIT United States	Trademark application	78727569
PIX United States	Registered trademark	1135385
PONNAX United States	Registered trademark	2742902