

Form PTO-1594  
(rev 06/04)

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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:

**1. Name of conveying party(ies)/Execution Date(s):**

**BASF Corporation**

- Individual(s)
- General Partnership
- Corporation
- Other

Citizenship Delaware

Execution Date(s) March 31, 2006

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

**2. Name and Address of receiving party(ies)**

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

Name: Arysta LifeScience North America Corporation

Internal Address: \_\_\_\_\_

Street Address: Parkwest Two

15401 Weston Parkway Suite 150

City: Gary

State: NC

Country: U.S. Zip: 27513

Association – Citizenship \_\_\_\_\_

General Partnership – Citizenship \_\_\_\_\_

Limited Partnership – Citizenship \_\_\_\_\_

Corporation – Citizenship California

Other \_\_\_\_\_

Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No.

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Government Interest Assignment
- Other \_\_\_\_\_
- Merger
- Change of Name

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

A. Trademark Application No(s).

B. Trademark Registration No(s).

**1923172**

**1882791**

Additional numbers attached?  Yes  No

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

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

**6. Total number of applications and registrations involved:**

**2**

**7. Total fee (37 CFR 1.21(h) and 3.41) \$65**

All fees and any deficiencies are authorized to be charged to Deposit Account  
**(Our Ref. 032060/5)**

**8. Payment Information**

Deposit Account No. 19-2385

Authorized user Name: Michael McGuire

**9. Signature.**

May 10, 2006

Signature

Date

Bruce J. Goldner

Name of Person Signing

Total number of pages including cover sheet, and documents:

**5**

CH \$65.00 192385 1923172

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Trademark Assignment"), dated this 31<sup>st</sup> day of March, 2006, among BASF CORPORATON, a Delaware 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.

[The remainder of this page has been intentionally left blank.]

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

**ASSIGNOR**  
BASF CORPORATION

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

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

[Signature Page -Assignment of Trademarks]

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

**ASSIGNOR**  
BASF CORPORATION



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

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

[Signature Page -Assignment of Trademarks]

Appendix ITrademarks

<b>Trademark</b>	<b>Type</b>	<b>Registration/Serial number</b>
PIX United States	Registered trademark	1923172
CONCLUDE United States	Registered trademark	1882791