

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crop Production Services, Inc.		07/01/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Royster-Clark, Inc.
Street Address:	P.O. Box 061080
Internal Address:	Wacker Drive Station, Sears Tower
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606-1080
Entity Type:	CORPORATION: DELAWARE
Name:	Royster-Clark Agribusiness, Inc.
Street Address:	P.O. Box 061080
Internal Address:	Wacker Drive Station, Sears Tower
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606-1080
Entity Type:	CORPORATION: DELAWARE
Name:	Royster-Clark Agribusiness Realty, LLC
Street Address:	P.O. Box 061080
Internal Address:	Wacker Drive Station, Sears Tower
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606-1080
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	Royster-Clark Realty LLC
Street Address:	P.O. Box 061080

OP \$290.00 78736347

Internal Address:	Wacker Drive Station, Sears Tower
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606-1080
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Royster-Clark Resources LLC
Street Address:	P.O. Box 061080
Internal Address:	Wacker Drive Station, Sears Tower
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606-1080
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	78736347	TANKER
Serial Number:	78736329	SCANNER
Serial Number:	78736311	PATTERN
Serial Number:	78736296	INTIMIDATOR
Serial Number:	78736283	CERTIFY
Serial Number:	78736250	CARRIER
Serial Number:	76433840	TASK FORCE
Serial Number:	76433839	REFORCE
Serial Number:	76285532	CHECK POINT
Serial Number:	74624121	RZB
Serial Number:	74440298	PROFIT FROM OUR EXPERIENCE

CORRESPONDENCE DATA

Fax Number: (816)531-7545
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8164602400
Email: trademarks@sonnenschein.com
Correspondent Name: Rebecca Stroder
Address Line 1: P.O. Box 061080
Address Line 2: Wacker Drive Station, Sears Tower
Address Line 4: Chicago, ILLINOIS 60606-1080

ATTORNEY DOCKET NUMBER:	AGRIUM US INC.
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NAME OF SUBMITTER:	Rebecca Stroder
Signature:	/Rebecca Stroder/
Date:	07/06/2006

Total Attachments: 25

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made and entered into as of the 1st day of July, 2006 (the "Effective Date") by and between Crop Production Services, Inc., a Delaware corporation ("Licensor"), and Royster-Clark, Inc., a Delaware corporation ("Licensee").

WHEREAS, Licensor owns and uses in commerce the mark CROP PRODUCTION SERVICES, together with other marks identified in Exhibit A attached to this Agreement (collectively, the "Marks"); and

WHEREAS, Licensee desires to acquire from Licensor a license to use the Marks in connection with its goods and services, which are more fully described in Exhibit A (the "Goods and Services");

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by all parties, the parties agree to the following terms:

1. LICENSE.

- a. Licensor hereby grants to Licensee a license to reproduce, affix and use the Marks in connection with Licensee's Goods and Services, and distribute, market, advertise and promote the Goods and Services bearing the Marks.
- b. Licensee agrees that the Goods and Services will be of high quality and will meet or exceed the level of quality of the goods and services in connection with which Licensor uses the Marks. Licensor retains the right to exercise quality control over Licensee's use of the Marks, and Licensor may enter upon Licensee's premises at any time, upon reasonable notice, to effect quality control inspections. Upon reasonable request, Licensee will send to Licensor samples of any Good it distributes in connection with the Marks, and any advertising, marketing or promotional materials bearing the Marks that Licensee uses or distributes in connection with the Goods and Services, so that Licensor may inspect those Goods or promotional materials to ensure compliance with the quality provisions of this Agreement.
- c. Licensee shall manufacture, sell, promote, market, advertise and distribute the Goods and Services in accordance with all applicable national, state and local laws.
- d. Licensee will be solely responsible for all expenses associated with adopting, affixing and using the Marks, including, without limitation, all expenses associated with printing labels, creating or modifying advertisements and promotional materials, modifying Web sites and replacing signage.
- e. Upon demand by Licensor, Licensee agrees that, whenever practicable in connection with the Goods and Services, and in or on any promotional materials, advertisements, signage or marketing materials associated with the Goods and Services, Licensee will acknowledge Licensor's ownership of the Marks, and its license of same. Such acknowledgement shall read as follows: "CROP PRODUCTION SERVICES is a trademark of Crop Production Services, Inc. and is used by Royster-Clark, Inc. under license," or such other trademark acknowledgement as may be acceptable to Licensor.

- f. Licensee acknowledges and agrees that the license granted herein is non-exclusive, that Licensor has full power to grant similar licenses to other parties and that Licensor reserves the right to use the Marks itself for any purpose.
2. **AUTHORITY.** Licensee authorizes Licensor to record this Agreement in the United States Patent and Trademark Office and in similar government offices throughout the world. Licensee agrees to execute such other or further documents as Licensor may require to perfect the license granted in this Agreement.
3. **TERM AND TERMINATION.** This Agreement shall commence on the Effective Date and shall continue in effect for a period of five (5) years (the "Initial Term"). This Agreement will automatically and continuously renew for successive periods of two (2) years each ("Renewal Periods") unless either party elects not to renew this Agreement. If a party elects not to renew this Agreement, such party must give written notice of its intention not to renew no later than ninety (90) days prior to the expiration of the Initial Term or the then-current Renewal Period.
4. **OWNERSHIP OF INTELLECTUAL PROPERTY.** Licensee acknowledges and agrees that Licensor shall retain all right, title and interest in and to the Marks and any artwork, promotional materials and designs incorporating and embodying same, as well as all additions, modifications and derivations thereto (collectively, the "Intellectual Property"). Nothing in this Agreement shall confer upon Licensee any rights in the Intellectual Property not expressly granted. To the extent that Licensee can be deemed to be the creator, author or owner of any Intellectual Property, Licensee agrees to execute all documents necessary to vest ownership of same in Licensor. Licensee appoints Licensor its attorney-in-fact to execute such documents. This power is coupled with an interest and is therefore irrevocable.
5. **INTELLECTUAL PROPERTY PROTECTION AND INFRINGEMENTS.**
 - a. During the term of this Agreement, Licensor may, but is not obligated to, obtain in its own name appropriate trademark and copyright protection for the Marks, at Licensor's expense.
 - b. Licensee agrees that its use of the Marks inures to the benefit of Licensor and that Licensee shall not acquire any rights in the Marks, except as otherwise provided herein. Licensee recognizes the value of the good will associated with the Marks and that such good will belongs exclusively to Licensor. Licensee may use the Marks only in connection with the sale and promotion of the Goods and Services.
 - c. **No Challenge:** Licensee acknowledges Licensor's ownership of the Marks and the Intellectual Property and agrees not to directly or indirectly challenge, question or assist any other person in challenging or questioning either Licensor's ownership or the validity of any of the Marks or Intellectual Property. Licensee acknowledges that the Marks are famous and have acquired secondary meaning. Licensor, however, makes no representation or warranty with respect to the validity of any trademark or copyright which may issue or be granted with respect to the Marks or the Intellectual Property.
 - d. **Infringements:** Licensor shall have the right, in its discretion, to institute and prosecute lawsuits against third persons for infringement of the rights licensed in this Agreement.

Upon Licensor's request, Licensee shall execute all papers, testify on all matters and otherwise cooperate in every way necessary and desirable for the prosecution of any such lawsuit, at Licensee's expense.

6. **CONSIDERATION.** The parties acknowledge and agree that Licensee's use of the Marks will inure to the benefit of Licensor, and that the benefit flowing from the increased use of the Marks, including, without limitation, increased brand awareness and recognition, constitutes valuable and sufficient consideration for the license granted herein.
7. **INDEMNIFICATION.** Licensee hereby agrees to defend, indemnify and hold Licensor harmless against all liability, cost, claims, judgment, loss, expense (including reasonable attorneys' fees), or damages paid, incurred or occasioned by (i) any claim, demand, suit, settlement or recovery against Licensor, arising out of Licensee's breach or claimed breach of this Agreement, (ii) the use of any Mark by Licensee or any third party acting by, through or under Licensee, (iii) the manufacture, distribution, advertisement, promotion, use or sale of the Goods or Services, and (iv) for any alleged defects in the Goods or Services. Licensee hereby consents to submit to the personal jurisdiction of any court, tribunal or forum in which an action or proceeding is brought involving a claim to which the foregoing indemnification shall apply.
8. **ASSIGNMENT.** Licensor may assign this Agreement, in whole or part, in its sole discretion. Licensee may assign this Agreement, in whole or in part, to any person or entity owned by or under the control of Agrium Inc. Any other attempted assignment of any right or obligation of Licensee under this Agreement without Licensor's express written consent shall be void.
9. **NO WAIVER.** No waiver of any condition or covenant of this Agreement by either party shall be deemed to imply or constitute a further waiver by such party of the same or any other condition. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns.
10. **RELATIONSHIP.** Nothing in this Agreement shall be deemed to create a franchise or partnership relationship between the parties.
11. **CHOICE OF LAW.** This Agreement shall be interpreted, construed and enforced pursuant to, and in accordance with, the laws of the State of Colorado, without regard to that state's choice of law provisions. The parties agree that any disputes, controversies, claims or causes of action arising out of, in connection with or related to this Agreement shall be litigated in a federal or state court located in the State of Colorado, and each party hereby irrevocably consents to the jurisdiction of such courts.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

CROP PRODUCTION SERVICES, INC.
a Delaware corporation

By: *Richard Gearheard*
Printed Name: Richard Gearheard
Title: CEO
Date: 6-24-06

ROYSTER-CLARK, INC.
a Delaware corporation

By: *Richard Gearheard*
Name: Richard Gearheard
Title: CEO
Date: 6-24-06

EXHIBIT A

Marks

USPTO Serial Number	Description of Mark		
78736347	TANKER		
78736329	SCANNER		
78736311	PATTERN		
78736296	INTIMIDATOR		
78736283	CERTIFY		
78736250	CARRIER		
76433840	TASK FORCE		
76433839	REFORCE		
76285532	CHECK POINT		
74624121	RZB		
74440298	PROFIT FROM OUR EXPERIENCE		
[none, common law only]	CROP PRODUCTION SERVICES		
Marks Added After Effective Date By Mutual Agreement			
USPTO Serial Number	Description of Mark	Date Added	Parties' Initials

The parties may incorporate additional Marks into this Exhibit by mutual agreement.

Goods and Services

- **Goods** – crop nutrient products, including nitrogen, phosphate, potash and micronutrients, crop protection products (including herbicides, insecticides and fungicides), and seeds.
- **Services** – agronomic services, including custom application of crop nutrients and crop protection products, crop monitoring, seed processing, fertilizer granulation, fertilizer blending, storage, warehousing, distribution, terminaling, and related services.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made and entered into as of the 1st day of July, 2006 (the "Effective Date") by and between Crop Production Services, Inc., a Delaware corporation ("Licensor"), and Royster-Clark Agribusiness Realty LLC, a Delaware limited liability company ("Licensee").

WHEREAS, Licensor owns and uses in commerce the mark CROP PRODUCTION SERVICES, together with other marks identified in Exhibit A attached to this Agreement (collectively, the "Marks"); and

WHEREAS, Licensee desires to acquire from Licensor a license to use the Marks in connection with its goods and services, which are more fully described in Exhibit A (the "Goods and Services");

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by all parties, the parties agree to the following terms:

1. LICENSE.

- a. Licensor hereby grants to Licensee a license to reproduce, affix and use the Marks in connection with Licensee's Goods and Services, and distribute, market, advertise and promote the Goods and Services bearing the Marks.
- b. Licensee agrees that the Goods and Services will be of high quality and will meet or exceed the level of quality of the goods and services in connection with which Licensor uses the Marks. Licensor retains the right to exercise quality control over Licensee's use of the Marks, and Licensor may enter upon Licensee's premises at any time, upon reasonable notice, to effect quality control inspections. Upon reasonable request, Licensee will send to Licensor samples of any Good it distributes in connection with the Marks, and any advertising, marketing or promotional materials bearing the Marks that Licensee uses or distributes in connection with the Goods and Services, so that Licensor may inspect those Goods or promotional materials to ensure compliance with the quality provisions of this Agreement.
- c. Licensee shall manufacture, sell, promote, market, advertise and distribute the Goods and Services in accordance with all applicable national, state and local laws.
- d. Licensee will be solely responsible for all expenses associated with adopting, affixing and using the Marks, including, without limitation, all expenses associated with printing labels, creating or modifying advertisements and promotional materials, modifying Web sites and replacing signage.
- e. Upon demand by Licensor, Licensee agrees that, whenever practicable in connection with the Goods and Services, and in or on any promotional materials, advertisements, signage or marketing materials associated with the Goods and Services, Licensee will acknowledge Licensor's ownership of the Marks, and its license of same. Such acknowledgement shall read as follows: "CROP PRODUCTION SERVICES is a trademark of Crop Production Services, Inc. and is used by Royster-Clark Agribusiness

Realty LLC under license,” or such other trademark acknowledgement as may be acceptable to Licensor.

- f. Licensee acknowledges and agrees that the license granted herein is non-exclusive, that Licensor has full power to grant similar licenses to other parties and that Licensor reserves the right to use the Marks itself for any purpose.

2. **AUTHORITY.** Licensee authorizes Licensor to record this Agreement in the United States Patent and Trademark Office and in similar government offices throughout the world. Licensee agrees to execute such other or further documents as Licensor may require to perfect the license granted in this Agreement.

3. **TERM AND TERMINATION.** This Agreement shall commence on the Effective Date and shall continue in effect for a period of five (5) years (the “Initial Term”). This Agreement will automatically and continuously renew for successive periods of two (2) years each (“Renewal Periods”) unless either party elects not to renew this Agreement. If a party elects not to renew this Agreement, such party must give written notice of its intention not to renew no later than ninety (90) days prior to the expiration of the Initial Term or the then-current Renewal Period.

4. **OWNERSHIP OF INTELLECTUAL PROPERTY.** Licensee acknowledges and agrees that Licensor shall retain all right, title and interest in and to the Marks and any artwork, promotional materials and designs incorporating and embodying same, as well as all additions, modifications and derivations thereto (collectively, the “Intellectual Property”). Nothing in this Agreement shall confer upon Licensee any rights in the Intellectual Property not expressly granted. To the extent that Licensee can be deemed to be the creator, author or owner of any Intellectual Property, Licensee agrees to execute all documents necessary to vest ownership of same in Licensor. Licensee appoints Licensor its attorney-in-fact to execute such documents. This power is coupled with an interest and is therefore irrevocable.

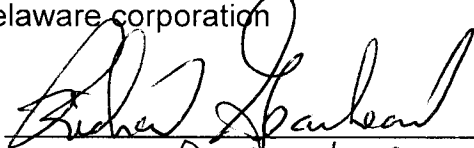
5. **INTELLECTUAL PROPERTY PROTECTION AND INFRINGEMENTS.**

- a. During the term of this Agreement, Licensor may, but is not obligated to, obtain in its own name appropriate trademark and copyright protection for the Marks, at Licensor’s expense.
- b. Licensee agrees that its use of the Marks inures to the benefit of Licensor and that Licensee shall not acquire any rights in the Marks, except as otherwise provided herein. Licensee recognizes the value of the good will associated with the Marks and that such good will belongs exclusively to Licensor. Licensee may use the Marks only in connection with the sale and promotion of the Goods and Services.
- c. **No Challenge:** Licensee acknowledges Licensor’s ownership of the Marks and the Intellectual Property and agrees not to directly or indirectly challenge, question or assist any other person in challenging or questioning either Licensor’s ownership or the validity of any of the Marks or Intellectual Property. Licensee acknowledges that the Marks are famous and have acquired secondary meaning. Licensor, however, makes no representation or warranty with respect to the validity of any trademark or copyright which may issue or be granted with respect to the Marks or the Intellectual Property.

- d. **Infringements:** Licensor shall have the right, in its discretion, to institute and prosecute lawsuits against third persons for infringement of the rights licensed in this Agreement. Upon Licensor's request, Licensee shall execute all papers, testify on all matters and otherwise cooperate in every way necessary and desirable for the prosecution of any such lawsuit, at Licensee's expense.
6. **CONSIDERATION.** The parties acknowledge and agree that Licensee's use of the Marks will inure to the benefit of Licensor, and that the benefit flowing from the increased use of the Marks, including, without limitation, increased brand awareness and recognition, constitutes valuable and sufficient consideration for the license granted herein.
7. **INDEMNIFICATION.** Licensee hereby agrees to defend, indemnify and hold Licensor harmless against all liability, cost, claims, judgment, loss, expense (including reasonable attorneys' fees), or damages paid, incurred or occasioned by (i) any claim, demand, suit, settlement or recovery against Licensor, arising out of Licensee's breach or claimed breach of this Agreement, (ii) the use of any Mark by Licensee or any third party acting by, through or under Licensee, (iii) the manufacture, distribution, advertisement, promotion, use or sale of the Goods or Services, and (iv) for any alleged defects in the Goods or Services. Licensee hereby consents to submit to the personal jurisdiction of any court, tribunal or forum in which an action or proceeding is brought involving a claim to which the foregoing indemnification shall apply.
8. **ASSIGNMENT.** Licensor may assign this Agreement, in whole or part, in its sole discretion. Licensee may assign this Agreement, in whole or in part, to any person or entity owned by or under the control of Agrium Inc. Any other attempted assignment of any right or obligation of Licensee under this Agreement without Licensor's express written consent shall be void.
9. **NO WAIVER.** No waiver of any condition or covenant of this Agreement by either party shall be deemed to imply or constitute a further waiver by such party of the same or any other condition. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns.
10. **RELATIONSHIP.** Nothing in this Agreement shall be deemed to create a franchise or partnership relationship between the parties.
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CROP PRODUCTION SERVICES, INC.
a Delaware corporation

By: 
Printed Name: Richard Gearheard
Title: CEO
Date: 6-24-06

**ROYSTER-CLARK AGRIBUSINESS REALTY
LLC**
a Delaware limited liability company

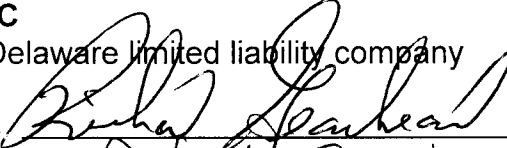
By: 
Name: Richard Gearheard
Title: CEO
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- b. Licensee agrees that the Goods and Services will be of high quality and will meet or exceed the level of quality of the goods and services in connection with which Licensor uses the Marks. Licensor retains the right to exercise quality control over Licensee's use of the Marks, and Licensor may enter upon Licensee's premises at any time, upon reasonable notice, to effect quality control inspections. Upon reasonable request, Licensee will send to Licensor samples of any Good it distributes in connection with the Marks, and any advertising, marketing or promotional materials bearing the Marks that Licensee uses or distributes in connection with the Goods and Services, so that Licensor may inspect those Goods or promotional materials to ensure compliance with the quality provisions of this Agreement.
- c. Licensee shall manufacture, sell, promote, market, advertise and distribute the Goods and Services in accordance with all applicable national, state and local laws.
- d. Licensee will be solely responsible for all expenses associated with adopting, affixing and using the Marks, including, without limitation, all expenses associated with printing labels, creating or modifying advertisements and promotional materials, modifying Web sites and replacing signage.
- e. Upon demand by Licensor, Licensee agrees that, whenever practicable in connection with the Goods and Services, and in or on any promotional materials, advertisements, signage or marketing materials associated with the Goods and Services, Licensee will acknowledge Licensor's ownership of the Marks, and its license of same. Such acknowledgement shall read as follows: "CROP PRODUCTION SERVICES is a trademark of Crop Production Services, Inc. and is used by Royster-Clark

Agribusiness, Inc. under license,” or such other trademark acknowledgement as may be acceptable to Licensor.

- f. Licensee acknowledges and agrees that the license granted herein is non-exclusive, that Licensor has full power to grant similar licenses to other parties and that Licensor reserves the right to use the Marks itself for any purpose.
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 4. **OWNERSHIP OF INTELLECTUAL PROPERTY.** Licensee acknowledges and agrees that Licensor shall retain all right, title and interest in and to the Marks and any artwork, promotional materials and designs incorporating and embodying same, as well as all additions, modifications and derivations thereto (collectively, the “Intellectual Property”). Nothing in this Agreement shall confer upon Licensee any rights in the Intellectual Property not expressly granted. To the extent that Licensee can be deemed to be the creator, author or owner of any Intellectual Property, Licensee agrees to execute all documents necessary to vest ownership of same in Licensor. Licensee appoints Licensor its attorney-in-fact to execute such documents. This power is coupled with an interest and is therefore irrevocable.
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 - b. Licensee agrees that its use of the Marks inures to the benefit of Licensor and that Licensee shall not acquire any rights in the Marks, except as otherwise provided herein. Licensee recognizes the value of the good will associated with the Marks and that such good will belongs exclusively to Licensor. Licensee may use the Marks only in connection with the sale and promotion of the Goods and Services.
 - c. **No Challenge:** Licensee acknowledges Licensor’s ownership of the Marks and the Intellectual Property and agrees not to directly or indirectly challenge, question or assist any other person in challenging or questioning either Licensor’s ownership or the validity of any of the Marks or Intellectual Property. Licensee acknowledges that the Marks are famous and have acquired secondary meaning. Licensor, however, makes

- no representation or warranty with respect to the validity of any trademark or copyright which may issue or be granted with respect to the Marks or the Intellectual Property.
- d. **Infringements:** Licensor shall have the right, in its discretion, to institute and prosecute lawsuits against third persons for infringement of the rights licensed in this Agreement. Upon Licensor's request, Licensee shall execute all papers, testify on all matters and otherwise cooperate in every way necessary and desirable for the prosecution of any such lawsuit, at Licensee's expense.
6. **CONSIDERATION.** The parties acknowledge and agree that Licensee's use of the Marks will inure to the benefit of Licensor, and that the benefit flowing from the increased use of the Marks, including, without limitation, increased brand awareness and recognition, constitutes valuable and sufficient consideration for the license granted herein.
7. **INDEMNIFICATION.** Licensee hereby agrees to defend, indemnify and hold Licensor harmless against all liability, cost, claims, judgment, loss, expense (including reasonable attorneys' fees), or damages paid, incurred or occasioned by (i) any claim, demand, suit, settlement or recovery against Licensor, arising out of Licensee's breach or claimed breach of this Agreement, (ii) the use of any Mark by Licensee or any third party acting by, through or under Licensee, (iii) the manufacture, distribution, advertisement, promotion, use or sale of the Goods or Services, and (iv) for any alleged defects in the Goods or Services. Licensee hereby consents to submit to the personal jurisdiction of any court, tribunal or forum in which an action or proceeding is brought involving a claim to which the foregoing indemnification shall apply.
8. **ASSIGNMENT.** Licensor may assign this Agreement, in whole or part, in its sole discretion. Licensee may assign this Agreement, in whole or in part, to any person or entity owned by or under the control of Agrium Inc. Any other attempted assignment of any right or obligation of Licensee under this Agreement without Licensor's express written consent shall be void.
9. **NO WAIVER.** No waiver of any condition or covenant of this Agreement by either party shall be deemed to imply or constitute a further waiver by such party of the same or any other condition. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns.
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

CROP PRODUCTION SERVICES, INC.

a Delaware corporation

By: *Richard Gearheard*

Printed Name: Richard Gearheard

Title: CEO

Date: 6-24-06

ROYSTER-CLARK AGRIBUSINESS, INC.

a Delaware corporation

By: *Richard Gearheard*

Name: Richard Gearheard

Title: CEO

Date: 6-24-06

EXHIBIT A

Marks

USPTO Serial Number	Description of Mark		
78736347	TANKER		
78736329	SCANNER		
78736311	PATTERN		
78736296	INTIMIDATOR		
78736283	CERTIFY		
78736250	CARRIER		
76433840	TASK FORCE		
76433839	REFORCE		
76285532	CHECK POINT		
74624121	RZB		
74440298	PROFIT FROM OUR EXPERIENCE		
[none, common law only]	CROP PRODUCTION SERVICES		
Marks Added After Effective Date By Mutual Agreement			
USPTO Serial Number	Description of Mark	Date Added	Parties' Initials

The parties may incorporate additional Marks into this Exhibit by mutual agreement.

Goods and Services

Goods – crop nutrient products, including nitrogen, phosphate, potash and micronutrients, crop protection products (including herbicides, insecticides and fungicides), and seeds.

Services – agronomic services, including custom application of crop nutrients and crop protection products, crop monitoring, seed processing, fertilizer granulation, fertilizer blending, storage, warehousing, distribution, terminaling, and related services.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made and entered into as of the 1st day of July, 2006 (the "Effective Date") by and between Crop Production Services, Inc., a Delaware corporation ("Licensor"), and Royster-Clark Realty LLC, a Delaware limited liability company ("Licensee").

WHEREAS, Licensor owns and uses in commerce the mark CROP PRODUCTION SERVICES, together with other marks identified in Exhibit A attached to this Agreement (collectively, the "Marks"); and

WHEREAS, Licensee desires to acquire from Licensor a license to use the Marks in connection with its goods and services, which are more fully described in Exhibit A (the "Goods and Services");

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by all parties, the parties agree to the following terms:

1. LICENSE.

- a. Licensor hereby grants to Licensee a license to reproduce, affix and use the Marks in connection with Licensee's Goods and Services, and distribute, market, advertise and promote the Goods and Services bearing the Marks.
- b. Licensee agrees that the Goods and Services will be of high quality and will meet or exceed the level of quality of the goods and services in connection with which Licensor uses the Marks. Licensor retains the right to exercise quality control over Licensee's use of the Marks, and Licensor may enter upon Licensee's premises at any time, upon reasonable notice, to effect quality control inspections. Upon reasonable request, Licensee will send to Licensor samples of any Good it distributes in connection with the Marks, and any advertising, marketing or promotional materials bearing the Marks that Licensee uses or distributes in connection with the Goods and Services, so that Licensor may inspect those Goods or promotional materials to ensure compliance with the quality provisions of this Agreement.
- c. Licensee shall manufacture, sell, promote, market, advertise and distribute the Goods and Services in accordance with all applicable national, state and local laws.
- d. Licensee will be solely responsible for all expenses associated with adopting, affixing and using the Marks, including, without limitation, all expenses associated with printing labels, creating or modifying advertisements and promotional materials, modifying Web sites and replacing signage.
- e. Upon demand by Licensor, Licensee agrees that, whenever practicable in connection with the Goods and Services, and in or on any promotional materials, advertisements, signage or marketing materials associated with the Goods and Services, Licensee will acknowledge Licensor's ownership of the Marks, and its license of same. Such acknowledgement shall read as follows: "CROP PRODUCTION SERVICES is a

trademark of Crop Production Services, Inc. and is used by Royster-Clark Realty LLC under license,” or such other trademark acknowledgement as may be acceptable to Licensor.

- f. Licensee acknowledges and agrees that the license granted herein is non-exclusive, that Licensor has full power to grant similar licenses to other parties and that Licensor reserves the right to use the Marks itself for any purpose.
2. **AUTHORITY.** Licensee authorizes Licensor to record this Agreement in the United States Patent and Trademark Office and in similar government offices throughout the world. Licensee agrees to execute such other or further documents as Licensor may require to perfect the license granted in this Agreement.
 3. **TERM AND TERMINATION.** This Agreement shall commence on the Effective Date and shall continue in effect for a period of five (5) years (the “Initial Term”). This Agreement will automatically and continuously renew for successive periods of two (2) years each (“Renewal Periods”) unless either party elects not to renew this Agreement. If a party elects not to renew this Agreement, such party must give written notice of its intention not to renew no later than ninety (90) days prior to the expiration of the Initial Term or the then-current Renewal Period.
 4. **OWNERSHIP OF INTELLECTUAL PROPERTY.** Licensee acknowledges and agrees that Licensor shall retain all right, title and interest in and to the Marks and any artwork, promotional materials and designs incorporating and embodying same, as well as all additions, modifications and derivations thereto (collectively, the “Intellectual Property”). Nothing in this Agreement shall confer upon Licensee any rights in the Intellectual Property not expressly granted. To the extent that Licensee can be deemed to be the creator, author or owner of any Intellectual Property, Licensee agrees to execute all documents necessary to vest ownership of same in Licensor. Licensee appoints Licensor its attorney-in-fact to execute such documents. This power is coupled with an interest and is therefore irrevocable.
 5. **INTELLECTUAL PROPERTY PROTECTION AND INFRINGEMENTS.**
 - a. During the term of this Agreement, Licensor may, but is not obligated to, obtain in its own name appropriate trademark and copyright protection for the Marks, at Licensor’s expense.
 - b. Licensee agrees that its use of the Marks inures to the benefit of Licensor and that Licensee shall not acquire any rights in the Marks, except as otherwise provided herein. Licensee recognizes the value of the good will associated with the Marks and that such good will belongs exclusively to Licensor. Licensee may use the Marks only in connection with the sale and promotion of the Goods and Services.
 - c. **No Challenge:** Licensee acknowledges Licensor’s ownership of the Marks and the Intellectual Property and agrees not to directly or indirectly challenge, question or assist any other person in challenging or questioning either Licensor’s ownership or the validity of any of the Marks or Intellectual Property. Licensee acknowledges that the Marks are

famous and have acquired secondary meaning. Licensor, however, makes no representation or warranty with respect to the validity of any trademark or copyright which may issue or be granted with respect to the Marks or the Intellectual Property.

- d. **Infringements:** Licensor shall have the right, in its discretion, to institute and prosecute lawsuits against third persons for infringement of the rights licensed in this Agreement. Upon Licensor's request, Licensee shall execute all papers, testify on all matters and otherwise cooperate in every way necessary and desirable for the prosecution of any such lawsuit, at Licensee's expense.
6. **CONSIDERATION.** The parties acknowledge and agree that Licensee's use of the Marks will inure to the benefit of Licensor, and that the benefit flowing from the increased use of the Marks, including, without limitation, increased brand awareness and recognition, constitutes valuable and sufficient consideration for the license granted herein.
7. **INDEMNIFICATION.** Licensee hereby agrees to defend, indemnify and hold Licensor harmless against all liability, cost, claims, judgment, loss, expense (including reasonable attorneys' fees), or damages paid, incurred or occasioned by (i) any claim, demand, suit, settlement or recovery against Licensor, arising out of Licensee's breach or claimed breach of this Agreement, (ii) the use of any Mark by Licensee or any third party acting by, through or under Licensee, (iii) the manufacture, distribution, advertisement, promotion, use or sale of the Goods or Services, and (iv) for any alleged defects in the Goods or Services. Licensee hereby consents to submit to the personal jurisdiction of any court, tribunal or forum in which an action or proceeding is brought involving a claim to which the foregoing indemnification shall apply.
8. **ASSIGNMENT.** Licensor may assign this Agreement, in whole or part, in its sole discretion. Licensee may assign this Agreement, in whole or in part, to any person or entity owned by or under the control of Agrium Inc. Any other attempted assignment of any right or obligation of Licensee under this Agreement without Licensor's express written consent shall be void.
9. **NO WAIVER.** No waiver of any condition or covenant of this Agreement by either party shall be deemed to imply or constitute a further waiver by such party of the same or any other condition. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns.
10. **RELATIONSHIP.** Nothing in this Agreement shall be deemed to create a franchise or partnership relationship between the parties.
11. **CHOICE OF LAW.** This Agreement shall be interpreted, construed and enforced pursuant to, and in accordance with, the laws of the State of Colorado, without regard to that state's choice of law provisions. The parties agree that any disputes, controversies, claims or causes of action arising out of, in connection with or related to this Agreement shall be litigated in a federal or state court located in the State of Colorado, and each party hereby irrevocably consents to the jurisdiction of such courts.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

CROP PRODUCTION SERVICES, INC.
a Delaware corporation

By: Richard Gearheard

Printed Name: Richard Gearheard

Title: CEO

Date: 6-24-06

ROYSTER-CLARK REALTY LLC
a Delaware limited liability company

By: Richard Gearheard

Name: Richard Gearheard

Title: CEO

Date: 6-24-06

EXHIBIT A

Marks

USPTO Serial Number	Description of Mark		
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78736311	PATTERN		
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WHEREAS, Licensor owns and uses in commerce the mark CROP PRODUCTION SERVICES, together with other marks identified in Exhibit A attached to this Agreement (collectively, the "Marks"); and

WHEREAS, Licensee desires to acquire from Licensor a license to use the Marks in connection with its goods and services, which are more fully described in Exhibit A (the "Goods and Services");

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by all parties, the parties agree to the following terms:

1. LICENSE.

- a. Licensor hereby grants to Licensee a license to reproduce, affix and use the Marks in connection with Licensee's Goods and Services, and distribute, market, advertise and promote the Goods and Services bearing the Marks.
- b. Licensee agrees that the Goods and Services will be of high quality and will meet or exceed the level of quality of the goods and services in connection with which Licensor uses the Marks. Licensor retains the right to exercise quality control over Licensee's use of the Marks, and Licensor may enter upon Licensee's premises at any time, upon reasonable notice, to effect quality control inspections. Upon reasonable request, Licensee will send to Licensor samples of any Good it distributes in connection with the Marks, and any advertising, marketing or promotional materials bearing the Marks that Licensee uses or distributes in connection with the Goods and Services, so that Licensor may inspect those Goods or promotional materials to ensure compliance with the quality provisions of this Agreement.
- c. Licensee shall manufacture, sell, promote, market, advertise and distribute the Goods and Services in accordance with all applicable national, state and local laws.
- d. Licensee will be solely responsible for all expenses associated with adopting, affixing and using the Marks, including, without limitation, all expenses associated with printing labels, creating or modifying advertisements and promotional materials, modifying Web sites and replacing signage.
- e. Upon demand by Licensor, Licensee agrees that, whenever practicable in connection with the Goods and Services, and in or on any promotional materials, advertisements, signage or marketing materials associated with the Goods and Services, Licensee will acknowledge Licensor's ownership of the Marks, and its license of same. Such acknowledgement shall read as follows: "CROP PRODUCTION SERVICES is a trademark of Crop Production Services, Inc. and is used by Royster-Clark Resources

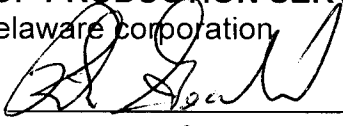
LLC under license,” or such other trademark acknowledgement as may be acceptable to Licensor.

- f. Licensee acknowledges and agrees that the license granted herein is non-exclusive, that Licensor has full power to grant similar licenses to other parties and that Licensor reserves the right to use the Marks itself for any purpose.
2. **AUTHORITY.** Licensee authorizes Licensor to record this Agreement in the United States Patent and Trademark Office and in similar government offices throughout the world. Licensee agrees to execute such other or further documents as Licensor may require to perfect the license granted in this Agreement.
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 - c. No Challenge: Licensee acknowledges Licensor’s ownership of the Marks and the Intellectual Property and agrees not to directly or indirectly challenge, question or assist any other person in challenging or questioning either Licensor’s ownership or the validity of any of the Marks or Intellectual Property. Licensee acknowledges that the Marks are famous and have acquired secondary meaning. Licensor, however, makes

- no representation or warranty with respect to the validity of any trademark or copyright which may issue or be granted with respect to the Marks or the Intellectual Property.
- d. **Infringements:** Licensor shall have the right, in its discretion, to institute and prosecute lawsuits against third persons for infringement of the rights licensed in this Agreement. Upon Licensor's request, Licensee shall execute all papers, testify on all matters and otherwise cooperate in every way necessary and desirable for the prosecution of any such lawsuit, at Licensee's expense.
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8. **ASSIGNMENT.** Licensor may assign this Agreement, in whole or part, in its sole discretion. Licensee may assign this Agreement, in whole or in part, to any person or entity owned by or under the control of Agrium Inc. Any other attempted assignment of any right or obligation of Licensee under this Agreement without Licensor's express written consent shall be void.
9. **NO WAIVER.** No waiver of any condition or covenant of this Agreement by either party shall be deemed to imply or constitute a further waiver by such party of the same or any other condition. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns.
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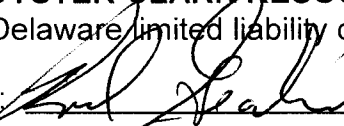
By: 

Printed Name: Richard Gearheart

Title: CEO

Date: 6-24-06

ROYSTER-CLARK RESOURCES LLC
a Delaware limited liability company

By: 

Name: Richard Gearheart

Title: CEO

Date: 6-24-06

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