

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
S&G Seeds LLC		08/31/2005	LIMITED LIABILITY COMPANY: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stewart Seeds, Inc.		
<b>Street Address:</b>	2230 E. C.R. 300 N.		
<b>City:</b>	Greensburg		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	47240		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76435471	BEAN SMART	
<b>Serial Number:</b>	76614556	GENETIC ORIGINAL	
<b>Serial Number:</b>	76643277	PROTECH	
<b>Serial Number:</b>	78218120	SECUREKOTE	
<b>Serial Number:</b>	76643275	SHIELDKOTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(314)694-9009		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	314-694-5201		
<b>Email:</b>	barbara.a.bunning-stevens@monsanto.com		
<b>Correspondent Name:</b>	Monsanto Company		
<b>Address Line 1:</b>	800 North Lindbergh Blvd E2NA		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63167		
<b>NAME OF SUBMITTER:</b>	Barbara Bunning-Stevens		

**CH \$140.00 76435471**

Signature:

/bbs/

Date:

07/13/2006

Total Attachments: 4

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## ASSIGNMENT AGREEMENT

**THIS ASSIGNMENT AGREEMENT (the "Agreement")** is entered into as of August 31, 2005, by and between S&G Seeds LLC, an Indiana limited liability company ("Assignor"), and Stewart Seeds, Inc., a Delaware corporation ("Assignee").

### RECITALS

**WHEREAS**, Stewart Seeds, Inc. ("Oldco"), which prior to September 1, 2005, was a corporation organized under the laws of the State of Indiana and operated an ongoing and existing business, owned, adopted, used, intended to use and was using the service marks and/or trademarks identified in Exhibit A, attached hereto, and owns other transferable rights including, without limitation, the applications and registrations listed therein and the goodwill of the business associated therewith (collectively, the "Marks"), in the United States of America, and throughout the world;

**WHEREAS**, in accordance with the terms of that certain Stock Purchase Agreement, dated as of September 1, 2005, by and among American Seeds, Inc. ("ASI") and the parties executing the Stock Purchase Agreement as "Sellers" (the "Purchase Agreement"), it is a condition to the consummation of the transactions contemplated by the Purchase Agreement that Oldco undertake a corporate restructuring transaction (the "Restructuring"), pursuant to which, among other things, (i) Oldco has been converted into Assignor and (ii) Assignor shall distribute all of the Transferred Assets (as defined in the Purchase Agreement) to Assignee, and Assignee shall assume and agree to pay, perform and discharge when due, the all of the Transferred Liabilities (as defined in the Purchase Agreement);

**WHEREAS**, as part of the Restructuring, on August 31, 2005, Oldco converted into Assignor, which became the surviving entity upon the date of such conversion. Assignor, as successor to the ongoing and existing business and goodwill to which the Marks pertain, subsequently assigned to Assignee certain assets pursuant to that certain Bill of Sale dated August 31, 2005 (the "Bill of Sale") and that certain Assignment and Assumption Agreement dated August 31, 2005 (the "Assignment and Assumption Agreement", and collectively, with the Bill of Sale, the "Transfer Documents"), including all right, title, and interest, and all goodwill associated therewith, in and to the Marks, and all applications, registrations, and common law rights therein, as well as all other rights associated with the portion of ongoing and existing business to which the Marks pertain;

**WHEREAS**, those certain Transfer Documents contained confidential, proprietary, and/or trade secret information of Assignor and/or Assignee; and

**WHEREAS**, Assignor and Assignee wish to enter into this Agreement for the sole purpose of confirming and memorializing the terms of the Transfer Documents, which are not confidential, proprietary and/or trade secrets of either party, and making said terms of record in the office of any state trademark authority, the United States Patent & Trademark Office and the office of any applicable foreign trademark authority.

**NOW THEREFORE**, pursuant to the terms and conditions of the Purchase Agreement and in accordance with the Restructuring, and for good and valuable consideration, including the provisions and

covenants herein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment**. Assignor does hereby confirm that it has sold, assigned, and transferred, and does hereby further sell, assign, and transfer, to Assignee, its successors and assigns, all of its right, title, and interest, in the United States of America and all foreign countries, in, to and under said Marks, all applications and registrations therefor, together with any and all of the goodwill of the business symbolized by and associated with said Marks, all other rights associated with the portion of the ongoing and existing business to which the Marks pertain and all income, royalties, fees, damages, and payments due after August \_\_, 2005 or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of the Marks.

2. **Miscellaneous**. Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its sole discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Marks, and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the Marks pertain and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks, or other rights associated with the portion of the business to which the Marks pertain.

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## EXHIBIT A

### U.S. Trademark Applications

Mark	Application	Filing Date	Class	Goods / Services
BEAN SMART	76/435,471	07-25-2002	44	Leasing of soybean bins, providing information in the field of soybeans.
GENETIC ORIGINAL (& Design)	76/614,556	10-5-2004	31	Plant seeds, namely, genetically engineered seeds.
PROTECH (& Design)	76/643,277	07-20-2005	29	Treated soybean seeds.
SECUREKOTE (& Design)*	78/218,120	02-24-2003	5	Seed treatment insecticides for agricultural seeds, specifically for corn, wheat and soybean seeds.
SHIELDKOTE (& Design)	76/643,275	07-20-2005	29	Treated grain seeds.

\* SECUREKOTE™ may be subject to a conflict with Bayer (relating to its SECURE mark).

### U.S. Trademark Registration

POLYKOTE®, Registration Number 1,284,901, for “Fungicidal treatment preparation for agricultural seeds, specifically for wheat and soybean seeds.”

### Common Law Trademarks

APPLIED PERFORMANCE GENETICS™

STEWART™

STEWART™ (& Design) (including the mark shown below and all modifications and variations thereof used by Stewart Seeds, Inc. at any time)

