

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pennington Seed, Inc.		08/11/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Pennington Seed, Inc. of Nebraska		
Street Address:	P.O. Box 290		
City:	Madison		
State/Country:	GEORGIA		
Postal Code:	30650		
Entity Type:	CORPORATION: NEBRASKA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78666111	PROCARE	
CORRESPONDENCE DATA			
Fax Number:	(404)870-8235		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9197552115		
Email:	atltrademarks@wcsr.com		
Correspondent Name:	Sarah Anne Keefe, Esq.		
Address Line 1:	P.O. Box 7037		
Address Line 4:	Atlanta, GEORGIA 30357-0037		
ATTORNEY DOCKET NUMBER:	38346.0075.6		
NAME OF SUBMITTER:	Sarah Anne Keefe		
Signature:	/Sarah Anne Keefe/		
Date:	08/14/2006		

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Total Attachments: 3
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), effective as of August 11, 2006 (the Effective Date") is made between Pennington Seed, Inc., a Delaware corporation with a principal place of business at 1280 Atlanta Highway, Madison, Georgia 30650 ("Assignor"), and Pennington Seed, Inc. of Nebraska, a Nebraska corporation with a principal place of business at P.O. Box 290, Madison, Georgia 30650 ("Assignee").

WHEREAS, Assignor is the owner of, and desires to assign to Assignee, all right, title and interest in and to: (i) any and all trademark, and intellectual property rights, including rights of priority, and the US application for the mark/name identified on Exhibit A attached hereto ("the Mark"); and (ii) any and all goodwill of the business associated with the Mark; and

WHEREAS, Assignee desires to acquire the Mark and any and all goodwill of the business associated therewith from Assignor, subject to the terms and conditions of this Assignment; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Mark and goodwill to Assignee;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Mark, together with: (i) the goodwill symbolized by the Mark; (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement or misappropriation, including past infringements and misappropriations, of the Mark; and (iii) any royalties or other consideration owed in connection with use of the Mark after the Effective Date.
2. Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Mark, goodwill and all other rights hereby conveyed.
3. Subject to the terms hereof, Assignee accepts such assignment of the Mark and goodwill.
4. Assignee is a successor to Assignor's business or the portion of Assignor's business to which the Mark pertains.

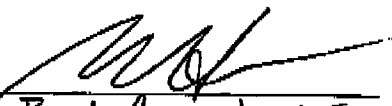
IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers, all as of the day and year first above written.


ASSIGNOR:

ASSIGNEE:

PENNINGTON SEED, INC.

PENNINGTON SEED, INC. OF NEBRASKA

Signed: 
Name: Brooks Pennington III
Title: President

Signed: 
Name: Brooks Pennington III
Title: V.P.

SCHEDULE A

MARK

SERIAL NO.

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