

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
Diener Seeds, Inc.		06/14/2006	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	E.C. Gutwein & Company, Inc.		
Doing Business As:	DBA Heritage Seeds		
Street Address:	1451 North McKinley Ave.		
City:	Rensselaer		
State/Country:	INDIANA		
Postal Code:	47978		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1062876	QUALI-KOTE	
Registration Number:	1205637	QUALI-KOTE	
Registration Number:	1130080	DIENER SEEDS	
CORRESPONDENCE DATA			
Fax Number:	(314)694-9009		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-694-5201		
Email:	barbara.a.bunning-stevens@monsanto.com		
Correspondent Name:	Monsanto Company		
Address Line 1:	800 North Lindbergh Blvd. E2NA		
Address Line 4:	St. Louis, MISSOURI 63167		
NAME OF SUBMITTER:	Barbara Bunning-Stevens		
Signature:	/bbs/		

CH \$90.00 1062876

Date:

08/29/2006

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into as of June 14, 2006, by and between DIENER SEEDS, INC., an Indiana corporation ("Assignor"), and E.C. GUTWEIN & COMPANY, INC., an Indiana corporation d/b/a Heritage Seeds ("Assignee").

RECITALS

WHEREAS, Assignor operates an ongoing and existing business, owns, adopts, uses, intends to use and is 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 Asset Purchase Agreement, dated as of June 14, 2006, by and among American Seeds, Inc., the sole shareholder of Assignee ("ASI"), and Assignor (the "Purchase Agreement"), it is a condition to the consummation of the transactions contemplated by the Purchase Agreement that Assignor shall sell, assign and transfer all of the Purchased Assets (as defined in the Purchase Agreement) to ASI, and ASI shall assume and agree to pay, perform and discharge when due, the all of the Assumed Liabilities (as defined in the Purchase Agreement);

WHEREAS, in accordance with the Purchase Agreement, ASI has assigned its rights to acquire the Purchased Assets and its obligations to assume the Assumed Liabilities to Assignee;

WHEREAS, in accordance with the terms of the Purchase Agreement, Assignor, assigned to Assignee certain assets pursuant to that certain Bill of Sale dated June 14, 2006 (the "Bill of Sale") and that certain Assignment and Assumption Agreement dated June 14, 2006 (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 ASI, 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 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 June 14, 2006 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.]

WHEREFORE, Assignor and Assignee have caused this Agreement to be duly executed below, on the date indicated, by their respective duly authorized officers.

ASSIGNOR
DIENER SEEDS, INC.

ASSIGNEE
E.C. GUTWEIN & COMPANY, INC. (d/b/a
Heritage Seeds)

By: Michael T. Diener
Name: Michael T. Diener
Title: President

By: _____
Name: Michael L. DeCamp
Title: Vice President

WHEREFORE, Assignor and Assignee have caused this Agreement to be duly executed below, on the date indicated, by their respective duly authorized officers.

ASSIGNOR
DIENER SEEDS, INC.

ASSIGNEE
E.C. GUTWEIN & COMPANY, INC. (d/b/a
Heritage Seeds)

By: _____
Name: Michael T. Diener
Title: President


By: 
Name: Michael L. DeCamp
Title: Vice President

EXHIBIT A

Trademark Assets

Mark	Registration Number	Original Registration Date
QUALI-KOTE	1,062,876	April 5, 1977
QUALI-KOTE	1,205,637	August 17, 1982
DIENER SEEDS AND DESIGN	1,130,080	January 29, 1982