

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
Central Illinois Production LLC		06/30/2006	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Trisler Seeds, Inc.		
Street Address:	3274E 800 North Road		
City:	Fairmount		
State/Country:	ILLINOIS		
Postal Code:	61841		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1847824		
Registration Number:	1851639	TRISOY	
Registration Number:	1856895	TRISLER	
Registration Number:	3020999	IT'S NOT JUST SEED..IT'S AN INVESTMENT!	
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 \$115.00 1847824

Date:

09/08/2006

Total Attachments: 4

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Agreement") is entered into as of 8:00 p.m., local time, on June 30, 2006, by and between Central Illinois Production LLC, an Illinois limited liability company ("Assignor"), and Trisler Seeds, Inc., a Delaware corporation ("Assignee").

RECITALS

WHEREAS, Trisler Seed Farms, Inc. ("Oldco"), which prior to June 30, 2006, was a corporation organized under the laws of the State of Illinois 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 owned 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 June 28, 2006, 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 June 30, 2006, Oldco merged with and into Assignor, which became the surviving entity upon the date of such merger. 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 June 30, 2006 (the "Bill of Sale") and that certain Assignment and Assumption Agreement dated June 30, 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 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 June 30, 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:

CENTRAL ILLINOIS PRODUCTION LLC, an Illinois limited liability company

By: TRISLER SEEDS, INC., a Delaware corporation, its sole member

By: Julie Trisler Catlett
Name: Julie Trisler Catlett
Title: President

ASSIGNEE:

TRISLER SEEDS, INC., a Delaware corporation

By: Julie Trisler Catlett
Julie Trisler Catlett
President

State of Illinois)
County of Vermilion) SS

On this 30th day of June, 2006, before me, a Notary Public in and for the State of Illinois personally appeared Julie Trisler Catlett, to me known to be the President of Trisler Seeds, Inc., a Delaware corporation, the sole member of Central Illinois Production LLC, and being duly sworn, averred that, being duly authorized, she executed the foregoing Agreement as the free act and deed of said company.

Philip A. Reeley
Notary Public

My Commission Expires:

02-05-08

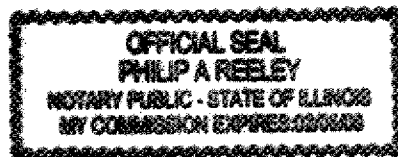


EXHIBIT A
Trademark Assets

<u>Trademark</u>	<u>US Trademark Registration Number</u>	<u>Registration Date</u>
Star & Flag Design	1847824	August 2, 1994
Trisoy	1851639	August 30, 1994
Trisler	1856895	October 4, 1994
It's not just a seed...It's an investment!	3020999	November 29, 2005



TRISOY



It's not just
seed...It's an
investment!