

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|---------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| DJK L.L.C. | | 06/29/2006 | LIMITED LIABILITY COMPANY: IOWA |
| RECEIVING PARTY DATA | | | |
| Name: | Kruger Seeds, Inc. | | |
| Street Address: | 33938 160th Street, P.O. Box A | | |
| City: | Dike | | |
| State/Country: | IOWA | | |
| Postal Code: | 50624 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2724286 | CIRCLE SEED HYBRIDS | |
| Registration Number: | 2711233 | CIRCLE SEED HYBRIDS | |
| 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/ | | |
| Date: | 09/08/2006 | | |

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Total Attachments: 4

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Agreement") is entered into as of June 30, 2006, by and between DJK L.L.C., an Iowa limited liability company ("Assignor"), and Kruger Seeds, Inc., a Delaware corporation ("Assignee").

RECITALS

WHEREAS, Kruger Seed Company ("Oldco"), which prior to June 30, 2006, was a corporation organized under the laws of the State of Iowa 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 June 28, 2006, by and among American Seeds, Inc. ("ASI"), Kruger Family LLC and the parties executing the Stock Purchase Agreement as "Principals" (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 the date hereof, 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.]

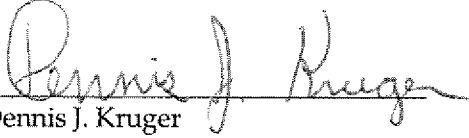
WHEREFORE, Assignor and Assignee have caused this Agreement to be duly executed below, on the date indicated, by their respective duly authorized officers.

ASSIGNOR
DJK L.L.C.

By: _____

Name: Dennis J. Kruger

Title: Manager



ASSIGNEE
KRUGER SEEDS, INC.

By: _____

Name: Dennis J. Kruger

Title: President

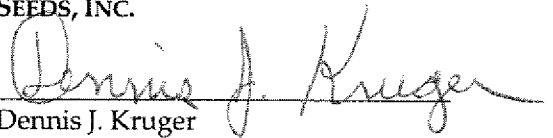


EXHIBIT A

Trademark Assets

| <u>Trademark</u> | <u>US Trademark Registration Number</u> | <u>Registration Date</u> |
|------------------------------|---|--------------------------|
| Circle Seed Hybrids & Design | 2724286 | June 10, 2003 |
| Circle Seed Hybrids | 2711233 | April 29, 2003 |

