

TRADEMARK ASSIGNMENT

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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
Kokopelli Enterprises, Inc.		06/30/2006	CORPORATION: NEBRASKA
RECEIVING PARTY DATA			
Name:	Kruger Seed Company		
Street Address:	33938 160th Street, P.O. Box A		
City:	Dike		
State/Country:	IOWA		
Postal Code:	50624		
Entity Type:	CORPORATION: IOWA		
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:	10/18/2006		

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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 Kokopelli Enterprises, Inc., a Nebraska corporation ("Assignor"), and Kruger Seed Company, an Iowa corporation ("Assignee").

RECITALS

WHEREAS, Assignor is the registered owner of, and previously 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, pursuant to that certain Asset Purchase Agreement, dated August 2, 2004, by and among Assignee, Assignor and the shareholders of Assignor (together with a related bill of sale and assignment and assumption agreement, the "Transfer Documents"), Assignor sold and assigned to Assignee certain assets, 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, since August 2, 2004, Assignee has operated an ongoing and existing business, owned, adopted, used, intended to use and was using the Marks;

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 Transfer Documents, 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, effective August 2, 2004, 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

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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 2, 2004 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, effective August 2, 2004, 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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WHEREFORE, Assignor and Assignee have caused this Agreement to be duly executed below, on the date indicated, by their respective duly authorized officers.

ASSIGNOR
KOKOFELLI ENTERPRISES, INC.

ASSIGNEE
KRUGER SEED COMPANY

By: [Signature]
Name: Cody McHeath
Title: Sac

By: [Signature]
Name: Dennis J. Kruger
Title: President

Signature page to Trademark Assignment

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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	2711283	April 29, 2003



Exhibit to Trademark Assignment

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