

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMVAC CHEMICAL CORPORATION		12/15/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	BANK OF THE WEST
Street Address:	300 South Grand Avenue, CP6-3
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	2931474	DISCIPLINE
Registration Number:	1444794	FORTRESS
Registration Number:	3029926	HIVOL
Registration Number:	2945717	BAC-MASTER
Registration Number:	705402	DACTHAL
Registration Number:	2977927	WISDOM
Registration Number:	596566	AMID-THIN
Registration Number:	1115929	AMVAC
Registration Number:	2407948	
Registration Number:	694413	DIBROM
Registration Number:	1136552	DURHAM
Registration Number:	2398394	ECOZIN
Registration Number:	1010654	EVITAL

CH \$890.00 2931474

Registration Number:	823224	FLY FIGHTER
Registration Number:	591847	FRUITONE
Registration Number:	2407102	K-PAM
Registration Number:	2427496	ORNAZIN
Registration Number:	2107893	PAR-FLO
Registration Number:	2270636	PRUNE SMART
Registration Number:	2377993	RID-A-VEC
Registration Number:	2473914	TRAILS END
Registration Number:	854975	TRE-HOLD
Registration Number:	1960608	TRUMPET
Registration Number:	623812	VAPAM
Registration Number:	2107892	WIN-FLO
Registration Number:	746085	BIDRIN
Registration Number:	3000403	BLOCKER
Registration Number:	2922517	FRUIT FIX
Registration Number:	2962947	CITRUS FIX
Registration Number:	2956841	K-SALT
Registration Number:	3125397	SMARTBOX
Registration Number:	3003496	GEMCHEM
Registration Number:	3130415	IMPACT
Registration Number:	0615591	THIMET
Registration Number:	2324396	

CORRESPONDENCE DATA

Fax Number: (415)268-7522
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 415 268 6327
Email: rlal@mofo.com
Correspondent Name: Lynn M. Humphreys
Address Line 1: Morrison & Foerster LLP, 425 Market St.
Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	07427-742
NAME OF SUBMITTER:	Lynn M. Humphreys
Signature:	/Lynn M. Humphreys/
Date:	12/19/2006

Total Attachments: 8

source=07427-742 assignment#page1.tif

source=07427-742 assignment#page2.tif

source=07427-742 assignment#page3.tif

source=07427-742 assignment#page4.tif

source=07427-742 assignment#page5.tif

source=07427-742 assignment#page6.tif

source=07427-742 assignment#page8.tif

source=07427-742 -revised schedule#page1.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of December 15, 2006, among AMVAC CHEMICAL CORPORATION, a California corporation (the "Company"), each lender from time to time party hereto (collectively, "Lenders" and individually, a "Lender"), and BANK OF THE WEST, as Agent, Swing Line Lender and L/C Issuer.

RECITALS

A. Agent, the Lenders, and the Company are parties to a Credit Agreement, dated as of December 15, 2006, pursuant to which credit and certain other financial accommodations have been extended to the Company (as amended, extended and replaced from time to time, the "Credit Agreement" and with all capitalized terms not otherwise defined herein used with the meaning given such terms in the Credit Agreement).

B. In connection with the Credit Agreement the Company agreed, among other things, to execute and deliver in favor of Lender, (i) a Security Agreement dated as of December 15, 2006 (as amended, modified or waived, the "Security Agreement") in favor of Agent, and (ii) certain supplemental documents, including, without limitation, this Agreement.

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Grant of Security Interest. As collateral security for the Obligations (as defined in the Security Agreement), Company hereby grants and conveys to Agent a security interest in all of Company's right, title and interest in the following (the "Trademark Collateral"):

(a) All now existing or hereafter created or acquired, all trademarks, applications for trademarks and all agreements in respect of trademarks owned by third parties, including, without limitation, the trademarks specifically described on Schedule I attached hereto, as the same may be amended or replaced from time to time;

(b) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(c) All now existing and hereafter arising rights and licenses to use trademarks;

(d) All now existing and hereafter arising right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation;

(e) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing;

(f) All now existing and hereafter arising specifications as to and quality control manuals used in connection with the operations utilizing any of the foregoing;

(h) All now existing and hereafter arising goodwill associated with any of the foregoing;

(i) All now existing and hereafter arising right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Agent for past, present and future infringements of any of the foregoing; and

(j) All products and proceeds of any of the foregoing.

2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Credit Agreement, the Security Agreement and any other document related thereto to which Company is a party, Company hereby:

(a) represents and warrants that Schedule I attached hereto sets forth an accurate and complete list of all trademarks owned by Company which are registered with the United States Patent and Trademark Office; and

(b) agrees promptly to notify Agent in writing of any additional trademarks of which Company becomes the owner, and to deliver to Agent an amended Schedule I reflecting such additional trademarks. Agent is hereby authorized to cause such amended Schedule I to be filed and recorded in amendment of this Agreement.

3. No Present Assignment. Neither the Credit Agreement, this Agreement, the Security Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights of Agent, it is the intention of the parties hereto that Company continue to own the Trademark Collateral.

4. Relationship to Other Documents. The Trademark Collateral shall constitute Collateral for all purposes of the Credit Agreement, the Security Agreement and the other Loan Documents, and Agent shall have all rights, powers and remedies with respect to the Trademark Collateral to the same extent as it has with respect to other Collateral. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Security Agreement, all of which are incorporated herein by this reference. The Company acknowledges that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement and the other Loan Documents and all such rights and remedies are cumulative.

5. Miscellaneous.

(a) All covenants and other agreements contained in this Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns.

(b) Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

(c) Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any person, or which such person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such person.

(d) This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

(e) This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of California excluding choice-of-law

principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on and as of the day and year first above written.

COMPANY:

AMVAC CHEMICAL CORPORATION

By: James A. Barry
Name: James A. Barry
Title: SR. VP. CHIEF FINANCIAL OFFICER

AGENT:

BANK OF THE WEST

By: Karen L. Panici
Name: Karen L. Panici
Title: Vice President

STATE OF California)
COUNTY OF Los Angeles) ss.

On December 15, 2006 before me, Cynthia A. Radtke, a Notary Public, appeared Karen L. Panici personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within Waiver and Consent and acknowledged to me that she/he executed the same in her/his authorized capacity, and that by her/his signature on the Waiver and Consent, the entity upon behalf of which the person acted, executed the Waiver and Consent.

WITNESS my hand and official seal.

Cynthia A. Radtke
Notary Public



(Seal)

Name (Typed or Printed)

STATE OF CALIFORNIA)

COUNTY OF Los Angeles) ss.

On December 15, 2006 before me, the undersigned notary public in and for said County and State, personally appeared James A. Barry, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.



Cynthia A Radtke
My commission expires on _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER DOCUMENT

DESCRIPTION OF ATTACHED

- INDIVIDUAL
- CORPORATE OFFICER
Title(s) _____
- PARTNER(S)
___ Limited ___ General
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

Title or Type of Document

Signer(s) Other Than Named Above

Date of Document: _____

Number of Pages: _____

SIGNER IS REPRESENTING:

TRUMPET	1,960,608
VAPAM	623,812
WIN-FLO	2,107,892
BIDRIN	746,085
BLOCKER	3,000,403
FRUIT FIX	2,922,517
CITRUS FIX	2,962,947
K-SALT	2,956,841
SMARTBOX	3,125,397
BEAKER LOGO (BEAKER INSIDE DIAMOND)	2,407,948
GEMCHEM	3,003,496
IMPACT	3,130,415
THIMET	0,615,591

SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT

<u>Mark</u>	<u>Registration Number</u>
DISCIPLINE	2,931,474
FORTRESS	1,444,794
HIVOL	3,029,926
BAC-MASTER	2,945,717
DACTHAL	705,402
WISDOM	2,977,927
AMID-THIN	596,566
AMVAC	1,115,929
Beaker & Inverted Logo	2,324,396
DIBROM	694,413
DURHAM	1,136,552
ECOZIN	2,398,394
EVITAL	1,010,654
FLY FIGHTER	823,224
FRUITONE	591,847
K-PAM	2,407,102
ORNAZIN	2,427,496
PAR-FLO	2,107,893
PRUNE-SMART	2,270,636
RID-A-VEC	2,377,993
TRAILS END	2,473,914
TRE-HOLD	854,975

Schedule I

la-895207

RECORDED: 12/19/2006

TRADEMARK
REEL: 003447 FRAME: 0275