

**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			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Landec Ag, Inc.		12/01/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
<b>Name:</b>	FCD Holding Company
<b>Street Address:</b>	306 North Main Street
<b>City:</b>	Monticello
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	47960
<b>Entity Type:</b>	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1634938	FIELDER'S CHOICE
Registration Number:	2213472	FIELDER'S CHOICE DIRECT
Registration Number:	2165908	HYBRID HOTLINE
Registration Number:	2189192	MAKING SENSE OF THE WAY YOU BUY SEED CORN
Registration Number:	2165909	PICK 3 FOR SUCCESS
Registration Number:	2504981	HARVESTAR
Registration Number:	2219700	RDC
Registration Number:	2629072	BETTER SEED FOR BETTER FEED

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

CH \$215.00 1634938

Address Line 4: St. Louis, MISSOURI 63167

NAME OF SUBMITTER:

Barbara Bunning-Stevens

Signature:

/bbs/

Date:

01/05/2007

**Total Attachments: 6**

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## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Agreement") is entered into as of December 1, 2006, by and between Landec Ag, Inc., a corporation organized under and pursuant to the laws of Delaware having its principal place of business at 306 North Main Street, Monticello, IN 47960 ("Assignor"), and FCD Holding Company, a corporation organized under and pursuant to the laws of Delaware having its principal place of business at 306 North Main Street, Monticello, IN 47960 ("Assignee").

### RECITALS

WHEREAS, Assignor has 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, prior to the execution and delivery, and in contemplation of the consummation, of that certain Stock Purchase Agreement, dated as of December \_\_, 2006, by and among American Seeds, Inc., a Delaware corporation ("Buyer"), Landec Corporation, a California corporation ("Landec") and Assignor (the "Purchase Agreement"), Assignor must undertake a corporate restructuring transaction (the "Restructuring"), pursuant to which, among other things, 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, of the Transferred Liabilities (as defined in the Purchase Agreement); and

WHEREAS, Assignor and Assignee wish to enter into this Agreement for the sole purpose of confirming and memorializing the transfer of all trademarks included in the Transferred Assets, and making such transfer 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 which Assignor has enjoyed thereunder and all income, royalties, fees, damages, and payments due after the date hereof 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 Marks 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 Marks.

[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 its duly authorized officer.

ASSIGNOR

ASSIGNEE

LANDEC AG, INC.

FCD HOLDING COMPANY

By: \_\_\_\_\_  
Name: Thomas Crowley  
Title: President and CEO

By: Gary T. Steele  
Name: Gary T. Steele  
Title: President

State of CALIFORNIA            )  
  ) SS  
County of SAN MATEO         )

On this 1<sup>st</sup> day of December, 2006, before me, a Notary Public in and for the State of Indiana personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of Landec Ag, Inc. and being duly sworn, averred that, being duly authorized, he executed the foregoing Agreement as the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of SAN MATEO

} ss.

On DECEMBER 1, 2006, before me, RODRICK L. MILLER NOTARY PUBLIC

Date

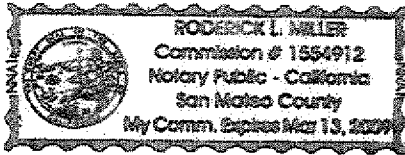
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared GARY T. STEELE

Name(s) of Signer(s)

personally known to me

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 upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal Above

[Signature]  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: ASSIGNMENT AGREEMENT

Document Date: DECEMBER 1 2006 Number of Pages: 5

Signer(s) Other Than Named Above: THOMAS CRONIN (notary)

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Individual

Corporate Officer — Title(s): President

Partner —  Limited  General

Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

Individual

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

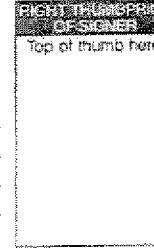
Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



**EXHIBIT A**

<u>MARK</u>	<u>REGISTRATION NO.</u>
FIELDER'S CHOICE	1634938
FIELDER'S CHOICE DIRECT	2213472
HYBRID HOTLINE	2165908
MAKING SENSE OF THE WAY	
YOU BUY SEED CORN	2189192
PICK 3 FOR SUCCESS	2165909
HARVESTAR	2504981
RDC	2219700
BETTER SEED FOR BETTER FEED	2629072
TOP HERD	2338863