

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
Jung Seed Genetics. Inc.		03/13/2007	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	Trelay Seed Company
Street Address:	800 North Lindbergh Blvd, E2NA
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63167
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2187589	HDS
Registration Number:	3133984	WATCHDOG
Registration Number:	3105043	WATCHDOG PLUS
Serial Number:	78492738	WATCHDOG SEED PROTECTION SYSTEM
Serial Number:	78492742	WATCHDOG PLUS SEED PROTECTION SYSTEM
Registration Number:	2147435	JUNG
Registration Number:	2125688	JUNG

CORRESPONDENCE DATA

Fax Number: (314)694-9009
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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 63144

CH \$190.00 2187589

NAME OF SUBMITTER:	Barbara Bunning-Stevens
Signature:	/bbs/
Date:	03/15/2007
Total Attachments: 5 source=Jung Seed Assignment#page1.tif source=Jung Seed Assignment#page2.tif source=Jung Seed Assignment#page3.tif source=Jung Seed Assignment#page4.tif source=Jung Seed Assignment#page5.tif	

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Agreement") is entered into as of March 13, 2007, by and between Jung Seed Genetics, Inc., a Wisconsin corporation ("Assignor") and Trelay Seed Company, a Wisconsin corporation ("Assignee") and indirect wholly-owned subsidiary of American Seeds, Inc., a Delaware corporation ("ASI").

RECITALS

WHEREAS, Assignor is a corporation organized under the laws of the State of Wisconsin, operates an ongoing and existing business, owns, has adopted, uses, intends to use and is 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, ASI and Assignor are parties to that certain Asset Purchase Agreement dated as of March 13, 2007 by and between ASI, Assignor and the shareholders of the Assignor (the "Purchase Agreement"), pursuant to which Assignor has agreed to contribute, bargain, sell, grant, convey, transfer and assign to ASI or ASI's designee and ASI has agreed to purchase, or to cause its designated affiliate to purchase, from Assignor the Purchased Assets (as defined in the Purchase Agreement);

WHEREAS, ASI has assigned its rights under the Purchase Agreement to acquire the Purchased Assets and its obligations to assume the Assumed Liabilities to Assignee; and

WHEREAS, contemporaneously with the execution of this Agreement, in accordance with the Purchase Agreement, Assignor is assigning to Assignee certain assets pursuant to that certain Bill of Sale dated March 13, 2007 (the "Bill of Sale") and that certain Assignment and Assumption Agreement dated March 13, 2007 (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 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 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 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
JUNG SEED GENETICS, INC.

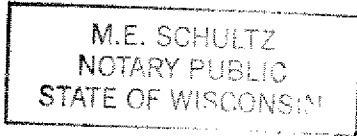
ASSIGNEE
TRELAY SEED COMPANY

By: [Signature]
Name: Peter A. Jung
Title: President

By: _____
Name: Christine M. Dufner
Title: Vice President

State of Wisconsin)
County of Dane) SS

On this 12th day of March, 2007, before me, a Notary Public in and for the State of Wisconsin personally appeared Peter A. Jung, to me known to be the President of Jung Seed Genetics and being duly sworn, averred that, being duly authorized, he executed the foregoing Agreement as the free act and deed of said corporation.



[Signature]
Notary Public

My Commission Expires:
8/31/08

EXHIBIT A

Trademark Assets

Mark	Registration No.	Registration Date	Class	Description of Goods/Services
HDS (Highly Digestible Silage Corns)	2,187,589	9/8/1998	31	Corn seed for plants to be used as silage
WATCHDOG	3,133,984	8/22/2006	5	Agricultural pesticides
WATCHDOG PLUS	3,105,043	6/13/2006	5	Agricultural pesticides
WATCHDOG SEED PROTECTION SYSTEM	78/492,738 Pending Application		5	Agricultural pesticides
WATCHDOG PLUS SEED PROTECTION SYSTEM	78/492,742 Pending Application		5	Agricultural pesticides
JUNG	2,147,435	3/31/1998	35	Retail store and wholesale distributorships in the field of agricultural seeds.
JUNG	2,125,688	12/30/1997	31	Seeds for agricultural purposes, namely, seed corn, soybean, alfalfa and wheat.