

TRADEMARK ASSIGNMENT

Electronic 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
Griffin LLC		11/05/2003	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Griffin Corporation		
Street Address:	2509 Rocky Ford Road		
City:	Valdosta		
State/Country:	GEORGIA		
Postal Code:	31601		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2435608	BOA	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5134		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-572-2589		
Email:	trademarks@kslaw.com		
Correspondent Name:	Robert E. Richards		
Address Line 1:	1180 Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	11768-104001		
NAME OF SUBMITTER:	Robert E. Richards		
Signature:	/RER/		
Date:	03/30/2007		

OP \$40.00 2435608

Total Attachments: 11

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is made as of the 5th day of November, 2003, by and between Griffin L.L.C. Valdosta, Georgia, a Delaware limited liability company ("GLLC"), and Griffin Corporation of Valdosta, Georgia, a Georgia corporation ("Griffin Corp.").

WHEREAS GLLC wishes to assign to Griffin Corp. the Trademarks per the Registration and Application Numbers listed on Schedule "A" attached hereto from the effective date of this Agreement (hereinafter referred to as the "Trademarks") and Griffin Corp. wishes to accept such assignment,

NOW THEREFORE, the parties agree as follows:

ARTICLE 1. ASSIGNMENT OF TRADEMARK AND THE EXCLUSIVE LICENSE AGREEMENT

1.1. For good and valuable consideration the sufficiency of which is acknowledged by the parties, GLLC hereby assigns to Griffin Corp. its full right, title and interest in and to the Trademarks listed on Schedule "A" with the Registration and Application numbers per Class as listed; together with all rights and powers arising or accrued therefrom including, without limitation, the right to sue for damages and other remedies in respect of any past and future infringement of such rights. Assignment of the Trademarks includes the goodwill attached to and/or symbolized by the Trademarks. For the same consideration, Griffin LLC acknowledges that any rights it previously held as to the trademark "BOA" under any license granted by Griffin Corp. to GLLC are hereby terminated.

1.2. GLLC and its affiliates will cooperate fully in executing appropriate documents provided by Griffin Corp. to complete formalities for perfecting the assignment and recording of the Trademarks. Said documents will include, but not be limited to: powers of attorney, letters of instruction to the agents to inform them of this assignment and acknowledgments thereof from the agents, as well as providing to Griffin Corp. a list of the agents used by country and status of the current Trademarks (docket report). All costs associated with preparing and recording assignments, including all legalization and notarization costs, shall be borne by Griffin Corp. A specimen form of recording is shown as Exhibit B.

1.3. The parties agree that should perfection of the assignment and recording of the Trademarks not be completed as of December 31, 2003, on Griffin Corp.'s demand, GLLC will take actions and execute documents necessary for the prosecution, renewal or defense of those Trademarks rights, at Griffin Corp.'s expense.

1.4. GLLC agrees that it will cooperate and assist Griffin Corp. should Griffin Corp. need to prove use of the Trademarks to defend their rights in this respect against third parties.

ARTICLE 2. TRANSITIONAL PERIOD AND TRANSFER OF FILES

2.1. Griffin LLC agrees to transfer all files associated with the trademarks listed on Schedule "A" to Griffin Corp. at the location requested by Griffin Corp. and at the expense of Griffin Corp., as soon as feasible. Upon such physical transfer, Griffin LLC shall no longer be

responsible for further actions or payment of fees associated with the maintenance of said trademarks. Prior to the physical transfer of the files, Griffin LLC will to the extent feasible, provide information relating to the Trademarks in the manner requested by Griffin Corp. for the purpose of docketing maintenance fees, renewals, annuities, office actions, etc.

2.2 Any action required to be taken or fees (including, without limitation, outside counsel fees) required to be paid after the execution date of this Agreement and prior to the transfer of files to Griffin Corp., to avoid lapse of the Trademark registrations shall be taken by Griffin LLC, and will be paid by Griffin LLC until Griffin LLC and its affiliates delivers physical possession of the files to Griffin Corp. Griffin Corp. will reimburse Griffin LLC. for any fees paid by Griffin LLC pursuant to this Section.

ARTICLE 3. USE OF TRANSFERRED TRADEMARKS

As of the execution date of this Agreement and while all assignments are being completed for the Trademarks, the parties agree that: (i) GLLC and its affiliates will stop using the transferred Trademarks on its behalf and GLLC and its affiliates shall not file new trademark applications for the transferred Trademarks and other trademarks or that are identical or confusingly similar to the transferred Trademarks, since the right and title of the Trademarks upon such date will be exclusively owned by Griffin Corp.; provided, however, that GLLC and its affiliates shall have the right to use the Trademarks in connection with GLLC's and its affiliates' sale of current paraquat inventories ; and (ii) No other third party shall have the right to use the Trademarks if such authorization is not given in writing directly by Griffin Corp.

ARTICLE 4. ENTIRE AGREEMENT.

This Agreement , constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, and no modification or amendment hereof shall be valid or binding upon the parties hereto unless made in writing and duly executed on behalf of each the parties hereto.

ARTICLE 5. APPLICABLE LAW.

This Agreement shall be governed by the laws of the State of Delaware, without regard to its conflict of laws principles.

ARTICLE 6. INVALIDITY.

6.1. GLLC warrants that it has the authority to bind its affiliates to this Agreement.

6.2. If any provision or provisions of this Agreement shall to any extent be invalid or unenforceable, the remainder shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. The invalidity or unenforceability of a provision of this Agreement shall not cause the invalidity of the whole Agreement. The parties will replace any provision found invalid or unenforceable by alternative valid regulations which should be as similar as possible in its conditions.

6.3. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall constitute a waiver, limitation or amendment of any right or obligation of either party contained in this Assignment Agreement.

ARTICLE 7. BINDING EFFECT.

The present Agreement shall also be binding on any affiliate, subsidiary or successors of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

Griffin Corporation of Valdosta, Georgia

By: John T. McTier
Name: John T. McTier
Title: V.P. & Secretary

Griffin L.L.C. Valdosta, Georgia

By: Robyn G. Magee
Name: Robyn G. Magee
Title: Assistant Secretary

Exhibit "A"
TRADEMARK ASSIGNMENT SCHEDULE

BOA Trademark Report

TRADEMARK STATUS REPORT
Griffin LLC
December 16, 2003

<u>File No.</u>	<u>Mark</u>	<u>Country</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg No.</u>	<u>Req Date</u>	<u>Renewal Due</u>	<u>Status</u>
87081-8195AU	BOA	Australia	Griffin LLC	762883	5/22/98	762883	1/19/99	5/22/2008	Registered
87081-8195CN	BOA	China	Griffin LLC	9800073034	7/2/98	1332755	11/14/99	11/13/2009	Registered
87081-8195IN	BOA	India	Griffin LLC	803323	5/22/98				Pending

TRADEMARK STATUS REPORT
Griffin LLC
December 16, 2003

<u>File No.</u>	<u>Mark</u>	<u>Country</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg No</u>	<u>Req Date</u>	<u>Renewal Due</u>	<u>Status</u>
Ø7081-8195ID	BOA	Indonesia	Griffin LLC	D 98 13028	7/29/98	441584	3/1/2000	1/28/2008	Registered
Ø7081-8195JP	BOA	Japan	Griffin LLC	10-42816	5/25/98	4278433	5/28/99	5/28/2009	Registered
Ø7081-8195KR	BOA	Korea	Griffin LLC	13342/1998	5/23/98	446231	4/14/99	4/14/2009	Registered
Ø7081-8195MY	BOA	Malaysia	Griffin LLC	98/08313	7/16/98	98008313	7/16/2002	7/16/2008	Registered
Ø7081-8195NZ	BOA	New Zealand	Griffin LLC	292795	5/25/98	292795	11/20/98	5/25/2005	Registered
Ø7081-8195PH	BOA	Philippines	Griffin LLC	05303	7/21/1998				Abandoned Per Client
Ø7081-8195LK	BOA	Sri Lanka	Griffin LLC	88298	6/16/1998	88298	6/16/1998	6/16/2008	Registered
Ø7081-8195TH	BOA	Thailand	Griffin LLC	363018	6/19/98	Kor114682	6/21/2000	6/18/2008	Registered
Ø7081-8195	BOA	U.S.A.	Griffin LLC	75491200	5/26/98	2,435,608	3/13/2001	3/13/2011	Registered

TRADEMARK STATUS REPORT
Griffin LLC
December 16, 2003

<u>File No.</u>	<u>Mark</u>	<u>Country</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Renewal Due</u>	<u>Status</u>
07081-8195PE	BOA	Peru	Griffin LLC	109011	6/27/2000	66632	9/29/2000	9/29/2010	Registered

TRADEMARK STATUS REPORT
Griffin LLC
December 16, 2003

<u>File No.</u>	<u>Mark</u>	<u>Country</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg No.</u>	<u>Reg Date</u>	<u>Renewal Due</u>	<u>Status</u>
07081 BUDSPE	BDDA	Peru	Griffin LLC	109011	6/27/2000	66632	9/29/2000	9/29/2010	Registered

Exhibit "B"

SPECIMEN RECORDAL FORM PER COUNTRY

ASSIGNMENT OF TRADEMARK

WHEREAS, Griffin L.L.C. Valdosta Georgia, a company incorporated under the laws of _____, having its principal office at _____ ("GLLC"), is the owner of the Trademarks listed on Schedule "A" of this Assignment;

WHEREAS, Griffin Corporation of Valdosta, Georgia, a Georgia Corporation, having its principal place of business at _____, United States of America, (hereinafter called "Griffin Corp.") desires to acquire all of GLLC's rights, title and interest in and to the Trademarks listed on Schedule "A" of this Assignment and the goodwill symbolized by said.

NOW THEREFORE, for consideration set forth and other good and valuable consideration paid to GLLC, the receipt and sufficiency of which is hereby acknowledged, GLLC does hereby sell, assign and transfer unto Griffin Corp., its successors and assigns, all of GLLC's right, title and interest in and to said Trademarks, and the goodwill symbolized by said Trademarks, the same to be held and enjoyed by Griffin Corp., its successors and assigns; and Griffin Corp. hereby authorizes and requests the Commissioner of Patents and Trademarks of Trademarks Office in which the listed Trademarks was filed for registration as set forth in Schedule A attached hereto, to record the Assignment to said Trademarks and the goodwill symbolized by said Trademarks to Griffin Corp., its successors and assigns, in accordance with the terms of this Assignment.

This Agreement is entered into with effective date as of the 5th day of November, 2003.

[the next page is the signature page]

Griffin L.L.C Valdosta Georgia

By _____
Name:
Title:

Subscribed before me this _____ day of
_____, 2004.

Notary Public

GRIFFIN CORPORATION OF VALDOSTA GEORGIA

By _____
Name:
Title:

Subscribed before me this _____ day of
_____, 2004.

Notary Public

Attachment
TRADEMARK ASSIGNMENT SCHEDULE

TRADEMARK	COUNTRY	APPLN. NO.	REGN. NO.	STATUS	RENEWAL
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