

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
Icorn, LLC		04/04/2007	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	Icorn, Inc.		
Street Address:	800 North Lindbergh Blvd. E2NA		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63167		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2653701	IMATCH	
Registration Number:	2655651	ICORN.COM	
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:	04/23/2007		

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Total Attachments: 5

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Agreement") is entered into as of April 4, 2007, by and between Icorn, LLC, an Indiana limited liability company ("Assignor") and ICORN, Inc., a Delaware corporation ("Assignee") and wholly-owned subsidiary of American Seeds, Inc., a Delaware corporation ("ASI").

RECITALS

WHEREAS, Assignor 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 April 4, 2007 by and between ASI, Assignor and the members 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 April 4, 2007 (the "Bill of Sale") and that certain Assignment and Assumption Agreement dated April 4, 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. The representations and warranties of the Company applicable to the Marks, together with all limitations and other provisions thereof, are contained in the Agreement. THIS AGREEMENT DOES NOT, NOR SHALL IT BE DEEMED TO, SUPERSEDE, SUPPLANT, EXTINGUISH, MERGE, OR EXPAND ANY OF THE REPRESENTATIONS, WARRANTIES, INDEMNITIES, OR LIMITATIONS CONTAINED IN THE PURCHASE AGREEMENT

3. **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
ICORN, LLC

ASSIGNEE
ICORN, INC.

By: Steve Hilger
Name: Steve Hilger
Title: President

By: _____
Name: Michael L. DeCamp
Title: Vice President

State of Indiana)
) SS
County of Marion)

On this 4th day of April, 2007, before me, a Notary Public in and for the State of Indiana personally appeared Steve Hilger, to me known to be the President of ICORN, LLC and being duly sworn, averred that, being duly authorized, he executed the foregoing Agreement as the free act and deed of said corporation.

Jayne E Taylor
Notary Public

My Commission Expires:
May 20, 2007

EXHIBIT A
Trademark Assets

Mark	Registration No.	Registration Date	Class	Description of Goods/Services
IMATCH	2,653,701	11/26/2002	35	Product recommendation services; namely, assisting purchasers in seed corn selection, based upon data provided by purchasers.
icorn.com	2,655,651	12/03/2002	35	Online retail store services featuring seed corn.

Exhibit to Trademark Assignment