

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Stoneville Pedigreed Seed Company		05/23/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Monsanto Company		
<b>Street Address:</b>	800 North Lindbergh Blvd. E2NA		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63167		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3204437	NEXGEN	
Registration Number:	3181680	NEXGEN	
Registration Number:	3178020	THE NEXT GENERATION OF COTTON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(314)694-9009		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	314-694-5201		
<b>Email:</b>	barbara.a.bunning-stevens@monsanto.com		
<b>Correspondent Name:</b>	Monsanto Company		
<b>Address Line 1:</b>	800 North Lindbergh Blvd. E2NA		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63167		
<b>NAME OF SUBMITTER:</b>	Barbara Bunning-Stevens		
<b>Signature:</b>	/bbs/		

CH \$90.00 3204437

Date:

06/18/2007

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of May 23, 2007, by and between Stoneville Pedigreed Seed Company, a Delaware corporation, located and doing business at 800 North Lindbergh Boulevard, Saint Louis, Missouri 63167 ("Assignor"), and Monsanto Company, a Delaware corporation, located and doing business at 800 North Lindbergh Boulevard, Saint Louis, Missouri 63167 ("Assignee").

### RECITALS

WHEREAS, Assignee is the sole stockholder and parent corporation of Assignor;

WHEREAS, Assignor, with the assistance of Assignee, operates an ongoing and existing business, owns, has adopted, uses, intends to use and is using the service marks and/or trademarks identified in Schedule 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, as part of a dividend to its sole stockholder approved by Assignor's board of directors on May 23, 2007, the board of directors of Assignor have approved the contribution, grant, conveyance, transfer and assignment to Assignee or Assignee's designee certain assets used in Assignor's "NexGen" branded business (the "NexGen Assets");

WHEREAS, contemporaneously with the execution of this Agreement, in accordance with the resolutions of the board of directors of Assignor, Assignor is assigning to Assignee certain assets pursuant to that certain Transfer of Assets dated as of the date hereof (the "Transfer of Assets") and that certain Assignment and Assumption Agreement dated as of the date hereof (the "Assignment and Assumption Agreement", and collectively, with the Transfer of Assets, 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:**  
**STONEVILLE PEDIGREED SEED COMPANY**

By: Ma [Signature]  
Name: Matthew A. Renkoski  
Title: Senior VP

**ASSIGNEE:**  
**MONSANTO COMPANY**

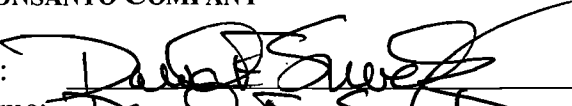
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WHEREFORE**, Assignor and Assignee have caused this Agreement to be duly executed below, on the date indicated, by their respective duly authorized officers.

**ASSIGNOR:**  
**STONEVILLE PEDIGREED SEED COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**  
**MONSANTO COMPANY**

By:   
Name: David R. Suijvel  
Title: Sr. V.P.; Sec. & General Counsel

## EXHIBIT A

### Trademark Assets

The following Trademarks:

<b>Country</b>	<b>Trademark</b>	<b>Status</b>	<b>AppNo</b>	<b>RegNo</b>
United States of America	NEXGEN	Registered	78/475985	3204437
United States of America	NEXGEN (& Design)	Registered	78/501561	3181680
United States of America	THE NEXT GENERATION OF COTTON	Registered	78/492138	3178020