

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Monsanto Technology LLC		11/06/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Monsanto Choice Genetics, LLC
Street Address:	800 North Lindbergh Blvd. E2NA
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63167
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2936529	EB
Registration Number:	2915327	CHOICE ADVANTAGE
Serial Number:	78613023	CHOICE HEALTH ADVANTAGE
Registration Number:	3085276	EBX
Serial Number:	78956526	MAP YOUR SUCCESS
Registration Number:	3092815	EBX
Serial Number:	77053786	GX
Serial Number:	77053802	GX

CORRESPONDENCE DATA

Fax Number: (314)694-9009
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 314-694-3095
 Email: caitlin.e.macagy@monsanto.com
 Correspondent Name: Monsanto Technology LLC

CH \$215.00 2936529

Address Line 1: 800 North Lindbergh Blvd. E2NA
Address Line 4: St. Louis, MISSOURI 63167

NAME OF SUBMITTER: Barbara Bunning-Stevens

Signature: /bbs/

Date: 11/13/2007

Total Attachments: 4
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is entered into as of November 6, 2007 ("Assignment") by and between MONSANTO TECHNOLOGY, LLC, a Delaware limited liability company, located and doing business at 800 North Lindbergh Boulevard, Saint Louis, Missouri 63167 ("Assignor") and MONSANTO CHOICE GENETICS, LLC, a Delaware limited liability company having a place of business on the date hereof at 800 North Lindbergh Boulevard, Saint Louis, Missouri 63167 ("Assignee").

RECITALS

WHEREAS, pursuant to Delaware General Corporation Laws section 266, Assignee has converted from a corporation to a limited liability company, effecting a complete liquidation of Assignee within the meaning of Section 332 of the Internal Revenue Code of 1986, as amended;

WHEREAS, Assignor owns and has adopted 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, Assignor and Assignee are each directly or indirectly owned by Monsanto Company ("Monsanto");

WHEREAS, Assignee operates an ongoing and existing business and, as an affiliate of Assignor, has adopted, uses, intends to use and is using the Marks, in the United States of America, and throughout the world;

WHEREAS, Monsanto and its subsidiaries, DEKALB Genetics Corporation, a Delaware Corporation ("DEKALB"), Monsanto Canada, Inc., a corporation organized under the laws of Canada, and Assignor are selling, and Newsham Genetics, LC, an Iowa limited liability company (the "Buyer"), is purchasing, among other things, all of the limited liability company interests in Assignee and the Marks, pursuant to the Purchase Agreement entered into as of September 25, 2007 by and among Monsanto, DEKALB and the Buyer (the "Purchase Agreement");

WHEREAS, Assignee and Assignor are parties to that certain Asset Transfer Agreement dated as of the date hereof by and between Assignee and Assignor (the "Transfer Agreement"), pursuant to which Assignor has agreed to sell, assign, transfer and convey to Assignee or Assignee's designee and Assignee has agreed to purchase, or to cause its designated affiliate to purchase, from Assignor the Purchased Assets (as defined in the Transfer Agreement);

WHEREAS, contemporaneously with the execution of this Agreement, Assignor is assigning to Assignee certain assets pursuant to the Transfer Agreement, 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, the Transfer Agreement contains 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 Agreement, 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 Transfer 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:

Monsanto Technology, LLC

By: *Grace L. Bonner*
Name: *Grace L. Bonner*
Title: *Senior Counsel*

Assignee:

Monsanto Choice Genetics, LLC

By: *Barbara Bunning-Stevens*
Name: *Barbara Bunning-Stevens*
Title: *Intellectual Property Counsel*

State of *Missouri*)
County of *St Louis*) SS

On this *6th* day of *November*, 2007, before me, a Notary Public in and for the State of *Missouri* personally appeared *Grace L. Bonner*, to me known to be the person who executed the foregoing instrument on behalf of Monsanto Technology, LLC and being duly sworn, averred that, being duly authorized, he executed the foregoing Agreement as the free act and deed of said entity.

Nicole M. Arendall
Notary Public

My Commission Expires:

March 16, 2010



NICOLE M. ARENDALL
My Commission Expires
March 16, 2010
St. Louis County
Commission #06434773

EXHIBIT A

Trademark Assets

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>App/Reg No.</u>
Canada	EB	Registered	TMA683553
Canada	CHOICE ADVANTAGE	Registered	TMA674749
Canada	EBX	Pending	1257224
Canada	MAP YOUR SUCCESS	Pending	1313573
Canada	QBX	Pending	1296123
Canada	GX	Pending	1326377
United States	EB	Registered	2936529
United States	CHOICE ADVANTAGE	Registered	2915327
United States	CHOICE HEALTH ADVANTAGE	Pending	78/613023
United States	EBX	Registered	3085276
United States	MAP YOUR SUCCESS	Pending	78/956526
United States	EBX	Registered	3092815
United States	GX	Pending	77/053786
United States	GX	Pending	77/053802
United States	EB5	Common law	