

**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
Eden Bioscience Corporation		02/28/2007	CORPORATION: WASHINGTON

RECEIVING PARTY DATA	
Name:	Plant Health Care, Inc.
Street Address:	440 William Pitt Way
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15238
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3169424	HARP-N-TEK
Registration Number:	2291558	MESENTER
Registration Number:	2291557	MESENTER
Registration Number:	2921391	MESENTER
Registration Number:	2789697	MESENTER
Registration Number:	3077917	N-HIBIT
Registration Number:	3046811	EMPLOY
Serial Number:	78310822	MIGHTYPLANT

CORRESPONDENCE DATA	
Fax Number:	(412)562-1041
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	412-562-1893
Email:	vicki.cremonese@bipc.com
Correspondent Name:	Bryan H. Opalko
Address Line 1:	301 Grant Street

CH \$215.00 3169424

Address Line 2: 20th Floor  
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0047033-000084
NAME OF SUBMITTER:	Bryan H. Opalko
Signature:	/Bryan H. Opalko/
Date:	12/31/2007

**Total Attachments: 6**

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## Assignment of Servicemarks and Trademarks

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of February 28, 2007, by Eden Bioscience Corporation a Washington corporation ("Assignor"), to Plant Health Care, Inc , a Pennsylvania corporation ("Assignee").

### RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of December 1, 2006 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor certain Acquired Assets (as defined in the Agreement), including without limitation the Assigned Intellectual Property. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

Pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith and subject to the terms of the other Transaction Documents, including but not limited to the Security Agreement, the Note, the Guaranty and the Supply Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under all of the Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names that constitute Assigned Intellectual Property, including the Intellectual Property listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the consideration set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue and recover for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made, and all common law rights in the Marks.

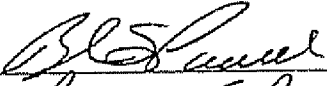
Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

This Assignment of Servicemarks and Trademarks is made subject to, and shall not alter or modify the terms of and rights granted under the Purchase Agreement and the other Transaction Documents, including but not limited to the Security Agreement, the Note, the Guaranty and the Supply Agreement, and these shall remain in full force and effect to the full extent provided therein.

**[Remainder of this page intentionally blank]**

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

EDEN BIOSCIENCE CORPORATION

By:   
Name: Gregory S. Fowler  
Title: PRESIDENT

[SEAL]

*[Signature Page to Assignment of  
Servicemarks and Trademarks]*

State of Washington )  
County of King )

ss.:

On this 28<sup>th</sup> day of February, 2007, before me, Deborah de Savignon Albarkawi personally appeared Brad S. Awall President of Eden personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal

Deborah de Savignon Albarkawi  
Notary Public



**SCHEDULE A**

**Registered Servicemarks and Trademarks**

<u>Servicemark or Trademark</u>	<u>Registration No</u>	<u>Country</u>	<u>Registration Date</u>
Harp-N-Tek	3,169,424	USA	11/7/06
Messenger	2,291,558	USA	11/9/99
	2,291,557	USA	11/9/99
	2,921,391	USA	1/25/05
	2,789,697	USA	12/2/03
	355.093	Portugal	1/11/2002
	2500023	Spain	3/18/2003
	1/3097716	France	10/5/2001
	944890	Italy	11/15/2004
	1.765.568	Argentina	12/2/1999
	1.765.569	Argentina	12/2/1999
	772645	Australia	9/10/1998
	821065670	Brazil	9/18/2001
	200013882	Brazil	9/18/2001
	TMA543,219	Canada	3/30/2001
	539.752	Chile	4/30/1999
	1401044	China P.R.	5/28/2000
	1355258	China P.R.	1/21/2000
	243937	Colombia	10/31/2001
	927418	Community Trademark	12/22/1999
	4436858	Japan	12/1/2000
	65052	Jordon	4/7/2003
	52243	Kenya	10/30/2001
	89834	Lebanon	2/14/2002
	597081	Mexico	9/10/1998
	597080	Mexico	9/10/1998
	654/64	Saudi Arabia	10/30/2002
	T01/05075H	Singapore	4/9/2001
	1998/16034	South Africa	1/3/2002
	98/16035	South Africa	1/3/2002
	497.757	Switzerland	4/16/2002
	2001/06777	Turkey	4/13/2001
	1151/2001	Zimbabwe	9/23/2002
Messenger STS <sup>1</sup>			
N-Hibit	3,077,917	USA	4/4/2006
MightyPlant	78/310,822 (App No.)	USA	10/8/03 (App. Date)
Employ	3,046,811	USA	1/17/06

<sup>1</sup> Brand name only, as registered with the Environmental Protection Agency

ANNEX TO  
SCHEDULE A

April 30, 2007

Registered Servicemarks and Trademarks

<u>Servicemark or Trademark</u>	<u>Registration No</u>	<u>Country</u>	<u>Registration Date</u>
Harp-N-Tek	WO 870 044 (App No.)	China P.R.	12/22/2005 (App. Date)
	WO 870 044	International	9/1/2004
	00870044/3 (App. No.)	Spain	12/22/2005 (App. Date)
	WO 870 044	Turkey	9/1/2004
N-Hibit	WO 868 387 (App. No.)	China P.R.	11/17/2004 (App. Date)
	WO 868 387	International	11/17/2004
	00868387/5 (App. No.)	Spain	11/17/2004 (App. Date)
	WO 868 387	Turkey	5/26/2006
ProAct	78/420,783	United States	5/18/2004
	WO 858 794 (App. No.)	China P.R.	11/17/2004 (App. Date)
	WO 858 794	International	11/17/2004
	WO 858 794 (App. No.)	Spain	11/17/2004 (App. Date)
	WO 858 794	Turkey	3/13/2006