

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Stoneville Pedigreed Seed Company		12/10/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bayer CropScience LP
<b>Street Address:</b>	2 T.W. Alexander Drive
<b>City:</b>	Research Triangle Park
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27709
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	3194983	
Registration Number:	1617821	
Registration Number:	1620248	STONEVILLE
Registration Number:	2493850	STONEVILLE
Serial Number:	78850378	STONEVILLE
Serial Number:	78818912	STONEVILLE
Registration Number:	2779059	STONEVILLE INTERNATIONAL, INC.
Registration Number:	2651319	STONEVILLE THE PEDIGREED SEED
Registration Number:	2892247	STONEVILLE THE PEDIGREED SEED

**CORRESPONDENCE DATA**

Fax Number: (412)778-4432  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 412-777-4860  
 Email: BayerTrademarkUS@bayer.com

CH \$240.00 3194983

Correspondent Name: Jeffrey M. Gitchel  
Address Line 1: 100 Bayer Road  
Address Line 4: Pittsburgh, PENNSYLVANIA 15205

NAME OF SUBMITTER:	Jeffrey M. Gitchel
Signature:	/Jeffrey M. Gitchel/
Date:	01/16/2008

Total Attachments: 5  
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## TRADEMARK ASSIGNMENT

This Trademark Assignment is made as of December 10, 2007, to be effective as of June 30, 2007, by STONEVILLE PEDIGREED SEED COMPANY, a Delaware corporation ("Assignor"), to BAYER CROPSCIENCE LP, a Delaware limited partnership having an address of 2 T.W. Alexander Drive, Research Triangle Park, NC 27709 ("Assignee").

### RECITALS:

A. Assignor is the owner of the trademarks and service marks and related applications and registrations therefor listed on Schedule A attached hereto (collectively, the "Marks").

B. Assignee is desirous of acquiring any and all rights that Assignor has in and to the Marks, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, along with the right to recover for damages and profits for past infringements thereof;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound hereby agree as follows:

### AGREEMENT

1. Assignor represents and warrants that Assignor is the sole and exclusive owner and claimant of all right, title and interest in and to the Marks; that neither the Marks nor any interest in the Marks has been assigned or otherwise transferred, encumbered, or affected by Assignor; and that Assignor has the authority to transfer these rights to Assignee and cause this Agreement to be executed as of the day and year first written above.

2. Assignor hereby assigns, transfers and conveys to Assignee, its legal representatives, successors and assigns, nunc pro tunc as of the effective date, (i) all right, title and interest in and relating to the Marks, including registrations of, and registration applications for, such trademarks, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks; and (ii) the right to sue and recover for, and the right to profits or damages due, accrued or arising out of, or in connection with, any and all past, present or future infringement of, or damage or injury to, such Marks, or to the registrations thereof.

3. Assignor hereby divests itself of any and all rights it had in and to the Marks and conveys them to Assignee, who shall hold such rights in place of Assignor, enjoying and benefiting from any and all the rights to the Marks to the same extent as the Assignor would have enjoyed and benefited therefrom and taking Assignor's place in any and all claims, actions and obligations which may derive therefrom or relate thereto, including but not limited to claims for infringement or violation of the Marks that relate to actions that occurred prior to the Effective Date. Assignor hereby assigns to Assignee all its rights and obligations resulting from transactions between the Assignor and a third party in connection with the Trademarks.

4. Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Marks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor. Assignor agrees that it shall not

dispute, contest, or aid or assist others in disputing or contesting, either directly or indirectly, Assignee's exclusive right, title and interest in and to the Marks.

5. The terms and provisions of this Agreement shall be binding upon the parties and their heirs, legal representatives, successors, and assigns.

6. This Agreement shall be governed by the laws of the State of Delaware and by the Trademark Laws of the United States.

7. This Agreement constitutes the entire understanding between the parties hereto. This Agreement, including this paragraph, may be amended or modified only by an instrument in writing signed by both of the parties hereto or their authorized representatives.

[signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed as of the date set forth above.

STONEVILLE PEDIGREED SEED COMPANY  
(a Delaware corporation)

By: William Buckner  
Printed: William Buckner  
Its: President

Witnessed By: Margaret Keating  
Name: Margaret Keating  
Address: 2 TW Alexander RTP NC

Witnessed By: Dianne McFarland  
Name: Dianne McFarland  
Address: 2 T.W. Alexander Dr., Research Triangle Park, NC

Consented by Assignee:  
BAYER CROPSCIENCE LP  
(a Delaware limited partnership)

By: Bruce Mackintosh  
Printed: Bruce Mackintosh  
Its: Vice President

Witnessed By: Margaret Keating  
Name: Margaret Keating  
Address: 2 TW Alexander Dr RTP NC

Witnessed By: Dianne McFarland  
Name: Dianne McFarland  
Address: 2 T.W. Alexander Dr., Research Triangle Park, NC

**SCHEDULE A**  
**TRADEMARK REGISTRATIONS**

<b>Country</b>	<b>Mark</b>	<b>Registration / Application Number</b>
Argentina	BOLL DESIGN	2.584.128
Argentina	STONEVILLE	1826987
Bolivia	STONEVILLE	87405-C
Brazil	BOLL DESIGN	827348428
Brazil	STONEVILLE	821809083
European Community	ST468	3237261
European Community	ST474	3063377
European Community	STONEVILLE	2530434
Greece	BOLL DESIGN	150579
Greece	STONEVILLE	141071
Mexico	BOLL DESIGN	927183
Mexico	STONEVILLE	623709
Paraguay	STONEVILLE	22192
South Africa	STONEVILLE	1999/12341
Spain	BOLL DESIGN	1575825M7

Spain	BOLL DESIGN	2647144
Spain	STONEVILLE	2246450
Spain	STONEVILLE INTERNATIONAL INC.	2470412
Turkey	STONEVILLE	2493850
United States	BOLL DESIGN	3194983
United States	BOLL DESIGN IN BLACK BOX	1617821
United States	STONEVILLE	1620248
United States	STONEVILLE	2493850
United States	STONEVILLE & DESIGN (TEXAS)	78/850378
United States	STONEVILLE (Stylized) and Boll Design	78/818912
United States	STONEVILLE INTERNATIONAL INC. & DESIGN	2779059
United States	STONEVILLE THE PEDIGREED SEED & DESIGN	26513191
United States	STONEVILLE THE PEDIGREED SEED & DESIGN (TEXAS)	2892247
Uzbekistan	STONEVILLE	MGU09992