

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
Actagro, LLC		04/14/2008	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Actagro, LLC
Street Address:	4516 Howard Avenue
Internal Address:	P.O. Box 309
City:	Biola
State/Country:	CALIFORNIA
Postal Code:	93606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1212048	ACID-GRO
Registration Number:	1412770	ACTAGRO
Registration Number:	3280776	ACTAGRO ORGANIC ACIDS
Registration Number:	2636455	CACHE
Registration Number:	2637041	FOLOPLEX
Registration Number:	1866147	KWIK-START
Registration Number:	2418335	LOA
Registration Number:	2051161	MONARCH
Registration Number:	2860410	PHOCON
Registration Number:	2750715	REWARD
Registration Number:	2525812	STRUCTURE

CORRESPONDENCE DATA

CH \$290.00 1212048

Fax Number: (303)866-0200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 303-866-0406
Email: daniel.almanza@hro.com
Correspondent Name: Daniel Almanza Holme Roberts & Owen LLP
Address Line 1: 1700 Lincoln Street
Address Line 2: Suite 4100
Address Line 4: Denver, COLORADO 80203

ATTORNEY DOCKET NUMBER:	52796-00050
NAME OF SUBMITTER:	Daniel Almanza
Signature:	/daniel almanza/
Date:	04/21/2008

Total Attachments: 5

source=ACTAGRO Trademark Assignment#page1.tif
source=ACTAGRO Trademark Assignment#page2.tif
source=ACTAGRO Trademark Assignment#page3.tif
source=ACTAGRO Trademark Assignment#page4.tif
source=ACTAGRO Trademark Assignment#page5.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”), dated as of April 14, 2008, is made by and between Actagro, LLC, a California limited liability company (“Assignor”), and Actagro, LLC, a Delaware limited liability company (“Assignee”).

Recitals

A. Assignor and Assignee, among others, are parties to that certain Asset Purchase and Contribution Agreement dated as of the date hereof (the “Purchase Agreement”), pursuant to which Assignee has purchased substantially all of the assets of Assignor.

B. Pursuant to the Purchase Agreement, Assignee has agreed to acquire the marks, names, logos and phrases set forth in Schedule A attached hereto (collectively, the “Marks”) and the goodwill of the business associated therewith and all registrations of and applications to register the Marks.

C. This Assignment is being delivered by Assignor to Assignee pursuant to Section 6.1(f)(iii) of the Purchase Agreement.

D. All capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

In consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

Agreement

1. **Assignment.** For Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby irrevocably assigns and transfers to Assignee, for Assignee’s own use and enjoyment: (a) all right, title and interest in, to, and under the Marks and the goodwill of the business symbolized thereby and associated therewith (including the entire business portion thereof to which the Marks pertain as required by 15 U.S.C. § 1060 with respect to the Marks that are the subject of intent to use applications in the United States); (b) all registrations of and applications to register the Marks both in the United States and in other applicable countries; (c) all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks; and (d) the right to sue for damages and to collect the same.

2. **Further Assurances.** Assignor, at Assignee’s request, agrees to execute, acknowledge and deliver assignments of the Marks, and all registrations and applications therefore, on appropriate forms to satisfy any requirements as may be prescribed by the applicable agency or authority or, in the absence of any requirements, as may be appropriate under the circumstances. Assignor, at Assignee’s request, agrees to take all other action as may be necessary, advisable and appropriate to implement, register, perfect or otherwise notify all appropriate governmental agencies and authorities of the assignment contained in this

3. **Assignment.** Assignee will reimburse Assignor for any costs and expenses paid by Assignor to government agencies in performing any of the foregoing actions in this Section 2.

4. **Cooperation and Assistance.** Assignor will cooperate with and reasonably assist Assignee: (a) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering the Marks; and (b) in the prosecution or defense of any oppositions, interferences, infringement suits, or other proceedings that may arise in connection with any of the Marks, including without limitation, testifying as to any facts relating to the Marks assigned in this Assignment. Assignee will reimburse Assignor for any costs and expenses paid by Assignor to government agencies in performing any of the foregoing actions in this Section 3.

5. **Restriction.** Assignor will not adopt or register any trademarks confusingly similar to the Marks. Assignor will not use the Marks, or any confusingly similar derivation, in any context.

6. **Severability.** If any provision of this Assignment is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable.

7. **Binding Effect.** The provisions of this Assignment shall inure to the benefit of, and be binding upon, the successors, assigns, and administrators of the parties to this Assignment.

[Signature Page Follows]

The undersigned have executed this Assignment as of the date set forth above.

ASSIGNOR:
ACTAGRO, LLC
a California limited liability company

By: Richard F. Spencer

Name: Richard F. Spencer
Title: General Manager

ASSIGNEE:
ACTAGRO, LLC
a Delaware limited liability company

By: K. J. Mitchell
Name: Kevin J. Mitchell
Title: Vice President

**SCHEDULE A
MARKS**

U.S. Trademarks

Mark	Serial No.	Registration No.	Registration Date	Status
ACID-GRO	73/295578	1212048	10/12/1982	LIVE
ACTAGRO	73/444342	1412770	10/14/1986	LIVE
ACTAGRO ORGANIC ACIDS	78/731637	3280776	8/14/2007	LIVE
CACHE	76/056258	2636455	10/15/2002	LIVE
FOLOPLEX	76/242392	2637041	10/15/2006	LIVE
KWIK-START	74/097802	1866147	12/6/1994	LIVE
LOA	75/671341	2418335	1/2/2001	LIVE
MONARCH	74/549367	2051161	4/8/1997	LIVE
PHOCON	78/291944	2860410	7/6/2004	LIVE
REWARD	75/809515	2750715	8/12/2003	LIVE
STRUCTURE	75/809508	2525812	1/1/2002	LIVE

Foreign Trademarks

Country	Mark	Application No.	Registration No.	Status
Colombia	ACTAGRO	99065032	234438	LIVE
Greece	ACTAGRO	146652	146652	LIVE
Korea	ACTAGRO	24772/1998	452250	LIVE
Mexico	ACTAGRO (DEVICE)	125013	408354	LIVE
Thailand	ACTAGRO	372902	KOR96841	LIVE

Turkey	ACTAGRO	1998/14725	201475	LIVE
--------	---------	------------	--------	------