

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
Eco-Right, L.L.C.		08/21/2008	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	Foliar Nutrients, Inc.		
Street Address:	320 1st Avenue NE		
City:	Cairo		
State/Country:	GEORGIA		
Postal Code:	39828		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2747886	BIOPHOS	
CORRESPONDENCE DATA			
Fax Number:	(816)292-2001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	816-292-2000		
Email:	ipdocketing@lathropgage.com		
Correspondent Name:	Alfred R. Hupp, Jr.		
Address Line 1:	2345 Grand Boulevard		
Address Line 2:	Suite 2800		
Address Line 4:	Kansas City, MISSOURI 64108-2684		
ATTORNEY DOCKET NUMBER:	387378		
NAME OF SUBMITTER:	Alfred R. Hupp, Jr.		
Signature:	/Alfred R. Hupp, Jr./		

OP \$40.00 2747886

Date:

08/25/2008

Total Attachments: 3

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ASSIGNMENT OF MARK

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made effective the 21st day of August, 2008, by Eco-Right, L.L.C., a Georgia limited liability company ("ASSIGNOR"), to Foliar Nutrients, Inc., a Georgia corporation ("ASSIGNEE");

WITNESSETH:

WHEREAS, ASSIGNOR is the owner of the federally registered trademark and any and all trade dress associated therewith described on Exhibit A [the trademark, associated trade dress, and the federal registration of the mark referred to collectively hereinafter as "the Mark"], which exhibit is attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby in connection with the goods for and with which the Mark is used ("the Goods"); and

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Mark.

Section 1

ASSIGNMENT

1.1 For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest in and to the Mark, together with (1) the goodwill of the business relating to the Goods in respect of which the Mark is used; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Mark, including without limitation damages and payments for past or future infringements and misappropriations of the Mark; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Mark.

1.2 ASSIGNOR further conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all rights in the trade dress, labels, and design associated with the Mark.

Section 2

FURTHER ASSURANCES

ASSIGNOR further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Mark.

IN WITNESS WHEREOF, the duly authorized representative of ASSIGNOR has executed and delivered this instrument, as of the day and year first above written.

ASSIGNOR:

Eco-Right, L.L.C.

By: Monty C. Ferrell
Monty C. Ferrell, Managing Partner

State of Georgia)
) ss.
County of Grady)

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Monty C. Ferrell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Managing Partner of Eco-Right, L.L.C., the within named bargainor, a limited liability company, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Managing Partner.

Witness my hand, at office, this 21st day of August 2008.

Shirley B. Banks
Notary Public

My commission expires: Sept. 8, 2011

THE "MARK"

Mark

Registration No.

Date Registered

BIOPHOS

2,747,886

08/05/2003

EXHIBIT A