

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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
DOW AGROSCIENCES LLC		07/14/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	MARGARITA INTERNACIONAL COMERCIO E SERVICOS SOCIEDADE UNIPessoal LIMITADA
Street Address:	RUA DOS ILLHEUS
Internal Address:	NO6 SE
City:	FUNCHAL MADEIRA
State/Country:	PORTUGAL
Entity Type:	LIMITED: PORTUGAL

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2643112	GAVEL

CORRESPONDENCE DATA

Fax Number: (703)739-2815
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 00 44 1534811208
 Email: pscott@cpaglobal.com
 Correspondent Name: COMPUTER PATENT ANNUITIES
 Address Line 1: CASTLE STREET
 Address Line 2: LIBERATION HOUSE
 Address Line 4: ST HELIER, UNITED KINGDOM JE1 1BL

DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:
 Address Line 2:

CH \$40.00 2643112

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	PETER SCOTT
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Signature:	P/D/SCOTT
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Date:	12/15/2008
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Total Attachments: 45

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ZOXAMIDE ASSET PURCHASE AND SALE AGREEMENT

This Zoxamide Asset Purchase and Sale Agreement ("Agreement") is made as of this 14th day of July, 2008 (the "Effective Date"), by and among Dow AgroSciences LLC, a limited liability company organized under the laws of the State of Delaware, USA ("DAS LLC"), Dow AgroSciences Switzerland S.A., a company organized under the laws of Switzerland ("DAS Switzerland") (with DAS LLC and DAS Switzerland referred to together as "DAS"), and Margarita Internacional Comercio e Servicos, Limitada, a company organized under the laws of Portugal ("Margarita"), (with DAS and Margarita each being referred to separately as a "Party" and together as the "Parties").

WHEREAS, DAS LLC owns certain assets related to the commercialization of Zoxamide (as that term is hereinafter defined) fungicide products;

WHEREAS, DAS LLC has licensed to DAS Switzerland and certain of its Affiliates (as defined herein) the right to make and sell Zoxamide around the world;

WHEREAS, DAS has made a determination to exit the business of sourcing, registering and marketing Zoxamide;

WHEREAS, DAS desires to sell to Margarita certain assets, and assign to Margarita certain rights and obligations, relating to DAS's Zoxamide fungicide business, and Margarita desires to purchase such assets, and to assume such rights and obligations from DAS; and

NOW, THEREFORE, in consideration of the above recitals and the mutual agreements set forth below, the Parties hereby agree as follows:

ARTICLE 1 - DEFINITIONS

Except as otherwise indicated in this Agreement, defined terms used in this Agreement designated by an initial uppercase letter shall have the following meanings set forth in this Article and may be used in this Agreement in the singular or plural context:

"Affiliate" means, with respect to a Person, an entity which directly or indirectly controls, is controlled by, or is under common control with that Person, where "control" (including the terms "controls," "controlled by" and "under common control with") means the possession, direct or indirect, of greater than fifty percent of the outstanding equity of an entity.

"Assumed Liabilities" means, from and after the Closing Date, all liabilities and obligations arising out of or related in any manner to the Purchased Assets, including any and all:

(a) liabilities and obligations of DAS for Taxes (other than income taxes) arising in connection with the consummation of the transactions contemplated by this Agreement;

(b) liabilities and obligations for obtention, maintenance and support of any Registrations, including the cost of any and all data required by governmental authorities to be generated or otherwise obtained to support said Registrations;

(c) liabilities and obligations of DAS under the Contracts for the period from and after the Closing;

(d) liabilities and obligations for registration and maintenance of the Trademarks for the period from and after the Closing;

(e) liabilities and obligations arising out of the sale or use of any Purchased Assets after the Closing Date, including product liability involving claims for personal injury, property damage, economic loss or otherwise, whether sounding in tort, breach of warranty or any other theory, arising out of occurrences involving any such Purchased Asset;

(f) liabilities and obligations arising out of any condition of or defect in the Purchased Assets for the period from and after the Closing; and

(g) liabilities and obligations for any Purchased Assets arising out of any modifications or improvements to the Purchased Assets made by or on behalf of Margarita.

“Business” means the business conducted by DAS for the manufacture, formulation, marketing, s.a.e, distribution and registration of the Products.

“Claim Notice” has the meaning set forth in Section 9.4(a).

“Closing” has the meaning set forth in Section 5.1.

“Closing Date” has the meaning set forth in Section 5.1.

“Confidentiality Information” means confidential information disclosed or provided by one Party to the other Party pertaining to the Purchased Assets or the transactions contemplated by this Agreement.

“Contracts” means the contracts and agreements set forth in Schedule 1 between DAS and Third Parties relating to the Business.

“DAS” has the meaning set forth in the preamble.

“Data” means the data and study reports listed in Schedule 2.

“Direct Claim” has the meaning set forth in Section 9.4(a).

“Dithane Product Registration and Data Citation Agreement” means that certain Dithane Product Registration and Data Citation Agreement, substantially in the form attached hereto as Exhibit B, to be entered into at Closing by and between DAS and Margarita.

“Effective Date” has the meaning set forth in the preamble.

“Excluded Assets” means the following assets of DAS:

(a) any and all billed and unbilled accounts receivable, notes receivable and all other claims or rights against Third Parties (other than rights under the Contracts for products sold or services performed after the Closing Date), and all proceeds of any of the foregoing;

(b) any and all cash, bank accounts and deposits, marketable securities, investments and cash equivalents of any type;

(c) any and all inter-company accounts of DAS and claims or rights of any type against Affiliates of DAS;

(d) all properties and assets of every kind, nature and description, whether real, personal or mixed, whether tangible or intangible, and wherever situated, used by DAS or any Affiliate of DAS in connection with, or otherwise related or historically allocable to, any business or operations other than the Business;

(e) all corporate and charter documents, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, blank stock certificates, and other documents relating to the organization, maintenance, and existence of DAS as a company;

(f) any of the rights of DAS under this Agreement, the Confidentiality Agreement or any related agreement between DAS and Margarita or any of their respective Affiliates which is entered into prior to, on or after the date of this Agreement; and

(g) any and all rights to the trade name “Dow AgroSciences,” “Dow,” and/or any derivative thereof or the logo related to the foregoing, all subject to Section 7.7.

“Excluded Liabilities” means any and all liabilities, financial or otherwise, created or incurred by the activities of DAS in the Business prior to the Effective Date of this Agreement.

“Indemnified Party” has the meaning set forth in Section 9.4.

“Indemnifying Party” has the meaning set forth in Section 9.4.

“Know-how” means all production and formulation technical data, including but not limited to, manufacturing technology packages, process and instrument drawings, analytical

methods and reference standards, as well as supporting marketing, technical and sales data owned by DAS and related to Zoxamide.

“Knowledge of DAS” and “DAS’s knowledge” mean the actual knowledge, or knowledge that could have been obtained from reasonable inquiry, by those employees of DAS directly involved in the subject matter of this Agreement and the transactions contemplated under this Agreement.

“Liens” means all liens, mortgages, charges, security interests, options to purchase or other encumbrances.

“Losses” means all claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, reasonable amounts paid in settlement, liabilities, obligations, liens, losses, expenses and fees, including court costs and reasonable attorneys’ fees and expenses.

“Names” has the meaning assigned thereto in Section 7.7.

“Party” and “Parties” have the meaning set forth in the preamble.

“Patents” means the patents set forth in Schedule 3.

“Person” means an individual, a corporation, a limited liability company, a partnership, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a government or political subdivision or any agency or instrumentality of a government or political subdivision.

“Proceeding” means any action, suit, demand or claim before any governmental authority or any legal, administrative, arbitration or other alternative dispute resolution proceeding, hearing or investigation.

“Products” means Zoxamide technical material as well as formulated products containing Zoxamide as the active ingredient, including mixtures, co-packs and any other combination product containing Zoxamide technical material.

“Purchased Assets” means all of the right, title and interest that DAS possesses and has the right to transfer in and to the following assets to the extent used by DAS in the operation of the Business to which such assets relate:

- (a) the Trademarks;
- (b) the Contracts;
- (c) the Confidential Statement of Formula (“CSF”) pertaining to each of the Registrations identified at Schedule 4;

- (d) the Records;
- (e) the Registrations;
- (f) the Patent;
- (g) the Data; and
- (h) the Know-how,

where Purchased Assets does not include Excluded Assets.

“Purchase Price” has the meaning set forth in Article 3.

“Records” means any and all customer lists relating to the Business.

“Registrations” means the Product registrations listed in Schedule 4.

“Tax” or “Taxes” means any federal, state, local, foreign or other taxes, including intangible, transfer, sales, use, value added stamp, registration, documentary, withholding or governmental charges of any kind whatsoever (including interest penalties, additions to tax or additional amounts with respect to such items).

“Territory” means all geographies of the world.

“Third Party” means a Person that is neither a Party nor an Affiliate of a Party.

“Third Party Claim” has the meaning set forth in Section 9.4(a).

“Trademarks” means the trademarks, whether registered or unregistered, which are set forth in Schedule 5.

“Transaction Documents” has the meaning assigned thereto in Section 5.2.

“Zoxamide” means 3,5-dichloro-N-(3-chloro-1-ethyl-1-methyl-2-oxopropyl)-p-toluamide.

ARTICLE 2 -- SALE OF ASSETS

On and subject to the terms and conditions of this Agreement, Margarita agrees to purchase from DAS, and DAS agrees to, and shall cause its Affiliates to, sell, transfer, assign and deliver to Margarita, all of the Purchased Assets. Such sale, transfer and assignment shall be effected by delivery at the Closing by DAS of such good and sufficient instruments of sale, transfer and assignment as shall be necessary to vest in Margarita, subject to the provisions of this Agreement, all of the right, title and interest of DAS in and to the Records. DAS also shall

transfer the Trademarks, Patent, CSF, Registrations, Contracts, Data and Know-how to Margarita after the Closing pursuant and subject to the terms of Sections 8.4, 8.5, 8.6, 8.7, 8.8 and 8.9. Notwithstanding anything in this Agreement that may be to the contrary, DAS is not selling to Margarita, and Margarita is not purchasing from DAS, any of the Excluded Assets or any of the Excluded Liabilities.

ARTICLE 3 – CONSIDERATION

The total purchase price for all of the Purchased Assets shall be Eighteen Million U.S. Dollars (\$18,000,000) (the “Purchase Price”), which shall be paid by Margarita at Closing by wire transfer of immediately available funds to the account designated by DAS.

ARTICLE 4 – PURCHASE PRICE ALLOCATION

As soon as practicable after the Closing, DAS will deliver to Margarita a statement allocating the Purchase Price by country among the Purchased Assets (the “Allocation Statement”). If within fifteen (15) days after the delivery of the Allocation Statement, Margarita objects to the allocations set forth in such statement, DAS and Margarita will use reasonable efforts to resolve such dispute within thirty (30) days. The parties will negotiate in good faith in an attempt to reach agreement on an allocation of the Purchase Price pursuant to Internal Revenue Code Section 1060 and will timely file IRS Form 8594 and report all relevant matters consistently with such filing.

ARTICLE 5 – CLOSING, CLOSING STATEMENT AND PURCHASE PRICE ADJUSTMENT

5.1 The Closing. Subject to the receipt of the items to be delivered in accordance with Article 3 and this Article 5 and except as set forth in Article 2, the closing of the transactions contemplated by this Agreement (the “Closing”) shall take place either in person or via facsimile at the offices of DAS, as of 11:59 p.m. on the Effective Date (the “Closing Date”).

5.2 Deliveries at the Closing. At the Closing, in addition to the items to be delivered in accordance with Article 3, (a) DAS will execute, acknowledge (if appropriate) and deliver to Margarita any instruments required as provided in Article 2, (b) Margarita and DAS will execute and deliver the Dithane Product Registration and Data Citation Agreement, (c) the Parties shall have received all governmental approvals required to be filed or obtained, as necessary, (i) to execute and deliver this Agreement and the other agreements contemplated hereby (collectively, the “Transaction Documents”) and (ii) to consummate the transactions contemplated hereby and thereby, (d) DAS shall receive a certificate of each of the Secretary of Margarita, dated the Closing Date, attesting as to the incumbency of each authorized signatory of Margarita, who shall execute any Transaction Document, and (e) Margarita shall receive a certificate of each of the Secretary of DAS, dated the Closing Date, attesting as to the incumbency of each authorized signatory of DAS, who shall execute any Transaction Document.

ARTICLE 6 – REPRESENTATIONS AND WARRANTIES OF DAS

Subject to Article 2, DAS represents and warrants to Margarita as follows:

- 6.1 Organization of DAS. DAS LLC is duly organized, validly existing and in good standing under the laws of the State of Delaware, USA, and has all necessary corporate power and authority to carry on its business as now conducted and as proposed to be conducted and to own or lease and operate its properties. DAS Switzerland is duly organized, validly existing and in good standing under the laws of Switzerland, and has all necessary corporate power and authority to carry on its business as now conducted and as proposed to be conducted and to own or lease and operate its properties.
- 6.2 Authorization of Transaction. DAS has full power and authority (including full corporate power and authority) to execute and deliver, and to perform its obligations under this Agreement and the other Transaction Documents to which it is or shall be a party. The execution and delivery of this Agreement and the other Transaction Documents to which DAS is or shall be a party and the performance by DAS of its obligations hereunder and thereunder, have been duly authorized by proper corporate and other action on the part thereof. Upon execution by the applicable parties, this Agreement and the other Transaction Documents to which DAS is or shall be a party shall constitute the valid and legally binding obligation thereof, enforceable against DAS in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally.
- 6.3 Noncontravention. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby or thereby will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling or other restriction of any government, governmental agency or court to which DAS is subject or any provision of the charter or bylaws of DAS, (ii) conflict with, result in a breach of or constitute a default under any contract to which DAS is a party or by which it is bound or to which any of its assets is subject, except where the violation, conflict, breach or default would not have a material adverse effect on the ability of the Parties to consummate the transactions contemplated by this Agreement, or (iii) will require an action by DAS or notice by DAS to or filing by DAS with, any governmental body, agency or official other than any filing required in Brazil to the Administrative Council of Economic Defense (CADE), except where the failure to take such action or provide such notice or filing would not have a material adverse effect on the ability of the Parties to consummate the transactions contemplated by this Agreement.
- 6.4 Brokers' Fees. DAS has no liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Margarita could become liable or obligated.
- 6.5 Title to Purchased Assets. DAS has good and marketable title to the Purchased Assets, free and clear of all Liens, except (i) Liens which will be removed at or prior to the Closing, (ii) Liens created by Margarita or any Person acting on behalf of, under or through Margarita, (iii) Liens for taxes not yet due and payable, (iv) purchase money Liens and Liens securing rental

payments under leases, (v) other Liens arising in the ordinary course of business and not incurred in connection with the borrowing of money, and (vi) imperfections of title and Liens which in the aggregate do not materially detract from the value of the Purchased Assets, taken as a whole.

6.6 Trademarks. As of the Closing Date, all Trademarks which constitute a part of the Purchased Assets are listed, where applicable, in Schedule 5. DAS has not been informed that it is infringing upon or otherwise acting adversely to the right or claimed right of any Person under or with respect to any registered Trademark, nor to DAS's Knowledge are the Trademarks being infringed upon by a third party. To the Knowledge of DAS, DAS is not obligated or under any liability whatsoever to make any payments by way of royalties, fees or otherwise to any owner or licensee of, or other claimant to, any Trademark which constitutes a part of the Purchased Assets.

6.7 Right to Convey Purchased Assets. DAS warrants that it has the right to convey the Purchased Assets under this Agreement; *provided, however*, nothing in this Agreement shall be construed as:

- (a) a warranty as to the validity, enforceability, or ability to practice the Patents;
- (b) a warranty or representation that anything to be made, used, sold or otherwise disposed of under the Patents conveyed pursuant to this Agreement will or will not infringe patents of Third Parties;
- (c) an obligation to bring or prosecute actions or suits against Third Parties for infringement of the Patents;
- (d) an obligation to defend, join in defense of, or assist in defending against any suit for infringement of patents or trademarks of Third Parties related to the sale, implementation, or use of any of the Purchased Assets;
- (e) an obligation to assist in or be enjoined in any declaratory judgment action brought by any Third Parties against any Patent; and
- (f) a warranty or representation that the Data is, standing alone, sufficient to support the obtention or maintenance of a Registration or related tolerance.

6.8 Contracts. To the Knowledge of DAS, (i) each contract set forth on Schedule 1 is a valid and binding agreement of DAS and is in full force and effect in all material respects, and (ii) there exists no material default under any such contract.

6.9 Litigation. There is no Proceeding (whether criminal or civil) pending against DAS or, to the Knowledge of DAS, threatened or affecting DAS or any of the Purchased Assets. To the Knowledge of DAS, there is no basis in fact for such a Proceeding against or involving DAS or any of its officers, directors or employees (in their capacity as such), assets or business, whether at law, in equity or otherwise, or any other facts or circumstances that has reasonable business likelihood of resulting in any claims against, or liabilities of, DAS. Neither DAS nor any

director, officer or employee thereof is operating under, and neither DAS nor the Purchased Assets is subject to, any orders, writs, judgments, injunctions or decrees of any governmental authority.

6.10 Tax Matters. DAS has timely paid (or will have paid prior to the Closing Date) all Taxes, and all interest and penalties due thereon and payable by it prior to the Closing Date, the nonpayment of which would result in a Lien on any Purchased Asset, and has filed (or will have filed prior to the Closing Date) all Tax returns with respect to the Business that are due prior to the Closing Date.

6.11 Disclaimer of Warranty of Assets. EXCEPT AS PROVIDED IN THIS ARTICLE 6, DAS IS SELLING AND TRANSFERRING THE PURCHASED ASSETS "AS IS" AND "WHERE IS", AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY WARRANTY FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

6.12 Disclosure. Neither this Agreement, the other Transaction Documents nor any exhibit or schedule hereto or thereto, nor any statement, list or certificate delivered to Margarita pursuant hereto or thereto contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein in the context in which they were made not misleading.

ARTICLE 7-- REPRESENTATIONS AND WARRANTIES OF MARGARITA

Margarita represents and warrants to DAS as follows:

7.1 Organization of Margarita. Margarita is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and has all necessary power and authority to carry on its business as now conducted and as proposed to be conducted and to own or lease and operate its properties.

7.2 Authorization of Transaction. Margarita has full power and authority (including full corporate power and authority) to execute and deliver, and to perform its obligations under this Agreement and the other Transaction Documents to which it is or shall be a party. The execution and delivery of this Agreement and the other Transaction Documents to which Margarita is or shall be a party and the performance by Margarita of its obligations hereunder and thereunder, have been duly authorized by proper corporate and other action on the part thereof. Upon execution by the applicable parties, this Agreement and the other Transaction Documents to which Margarita is or shall be a party shall constitute the valid and legally binding obligation thereof, enforceable against Margarita in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally.

7.3 Noncontravention. Neither the execution and the delivery of this Agreement or any other Transaction Documents to which Margarita is a party, nor the consummation of the transactions contemplated hereby or thereby will (i) violate any constitution, statute, regulation, rule,

injunction, judgment, order, decree, ruling or other restriction of any government, governmental agency or court to which it is subject or any provision of its charter or bylaws, (ii) conflict with, result in a breach of or constitute a default under any contract to which Margarita is a party or by which it is bound or to which any of its assets is subject, except where the violation, conflict, breach or default would not have a material adverse effect on the ability of the Parties to consummate the transactions contemplated by this Agreement or the other Transaction Documents, or (iii) require any action by or notice to or filing with, any governmental body, agency or official other than any filing required in Brazil to the Administrative Council of Economic Defense (CADE), except where the failure to take such action or provide such notice or filing would not have a material adverse effect on the ability of the Parties to consummate the transactions contemplated by this Agreement or the other Transaction Documents.

7.4 Brokers' Fees. Margarita does not have any liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement and the other Transaction Documents for which DAS could become liable or obligated.

7.5 Disclosure. Neither this Agreement, the other Transaction Documents nor any exhibit or schedule hereto or thereto, nor any statement, list or certificate delivered to DAS pursuant hereto or thereto contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein in the context in which they were made not misleading.

7.6 Tax Matters. Margarita shall be liable for any Taxes (other than income taxes) imposed on the transaction contemplated by this Agreement or the other Transaction Documents. Margarita shall within thirty (30) days of receiving a valid invoice from DAS, reimburse DAS for any Taxes (other than income taxes) on the transaction contemplated hereby or thereby that DAS is required to pay directly.

7.7 Use of Name. Margarita will cease using the trade name "Dow AgroSciences," "Dow" and any derivative thereof and the DAS trademark and logos (the "Names") on its literature, Products, labels, packaging or materials as supplies thereof are exhausted; *provided, however*, Margarita shall first sell or use such specified Products, labels, packaging or materials bearing the Name prior to selling or using any substantially similar inventory, Products, labels, packaging or materials at any particular location. Margarita shall not reorder, produce or reproduce any literature, Products, labels, packaging or materials bearing the Name for use in any country of the Territory; *provided, however*, that Margarita may, for the period ending on the earlier of (i) December 31, 2011, or (ii) the date upon which the Registrations in the relevant country are transferred to Margarita, reprint packaging, labels and service literature bearing the Name only to the extent necessary for Margarita to have access to packaging that complies with applicable legal and/or regulatory requirements.

7.8 Investigation.

(a) Margarita acknowledges and agrees that, subject to the limitations imposed upon it by the nature of this transaction, it (i) has made its own inquiry and investigation into and, based thereon, has formed an independent judgment concerning the Business, (ii) has been furnished with or given adequate access to such information about the Business as it has requested, and (iii) will not assert any claim against DAS or any of its directors, officers, employees, agents, stockholders, Affiliates, consultants, counsel, accountants, investment bankers or representatives, or hold DAS or any such Persons liable, for any inaccuracies, misstatements or omissions with respect to information (other than, with respect to the Business, the representations and warranties contained in Article 6) furnished by DAS or any such Persons concerning DAS, its Affiliates and the Business. DAS does not make, and has not made, any representations or warranties relating to DAS, the Affiliates or the Business, other than those expressly set out herein which are made by DAS.

(b) In connection with Margarita's investigation of the Business, Margarita has received from DAS certain estimates, projections, forecasts, plans and budgets for the Business. However, DAS makes no representation or warranty with respect to any estimates, projections, forecasts, plans or budgets referred to in this Section 7.8(b), or any other representation or warranty with respect to the business, operations, assets, liabilities or financial condition of the Business other than as specifically set forth in Article 6.

(c) Certain information set forth in the Exhibits and Schedules is included solely for informational purposes and may not be required to be disclosed pursuant to this Agreement. The disclosure of any information shall not be deemed to constitute an acknowledgment that such information is required to be disclosed in connection with the representations and warranties made by DAS in this Agreement, nor shall such information be deemed to establish a standard of materiality. Matters disclosed in any section of the Schedules with respect to any representation and warranty of DAS contained herein shall be deemed disclosed with respect to every other representation and warranty of DAS contained herein.

7.9 Non-Assert. Upon execution of this document, Margarita agrees and undertakes that it and its Affiliates will not assert against DAS and its Affiliates any claim of infringement in any country under U.S. Patent No. 5,891,918 or any corresponding foreign patents based solely on DAS' and its Affiliates' performance of research development tests and studies.

ARTICLE 8 -- POST-CLOSING COVENANTS

The Parties agree as follows with respect to the period following the Closing:

8.1 General. In case at any time after the Closing any further action is necessary to carry out the purposes of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as the other Party reasonably may request, at the sole cost and expense of the requesting Party (unless the requesting Party is entitled to indemnification under Article 9 with respect to such action or the non-requesting Party

is otherwise obligated to take such action pursuant to the terms of this Agreement, in either of which case the cost and expense thereof shall be for the account of the non-requesting Party).

8.2 Notices and Consents. Each of the Parties will give any notices to, make any filings with, and use its reasonable efforts to obtain any authorizations, consents, novations and approvals of governments and governmental agencies in connection with the matters referred to in Section 6.3 and Section 7.3.

8.3 Export Controls. Notwithstanding anything to the contrary that may be contained in any provision of this Agreement or any other Transaction Document, neither Margarita nor any of its Affiliates, or any of its or their respective officers, employees, agents or representatives, shall import, export or transfer any technical data or the products of such technical data in violation of any applicable laws or regulations covering the transfer or disclosure of such technical data or product.

8.4 Transfer of Registrations. As soon as practicable but no later than 90 days following the Closing, DAS and Margarita shall undertake all actions necessary on its part to initiate the transfer of the Registrations to Margarita and deliver available tangible records pertaining to the Registrations to the Margarita. It is understood that DAS's efforts do not require DAS to offer or grant financial accommodations (other than lawful incidental payments for which Margarita will promptly reimburse DAS) to any Person or to remain secondarily liable with respect to any Purchased Assets or Assumed Liabilities.

8.5 Assignment of Trademarks. As soon as practicable, but no later than 90 days following the Closing, DAS and Margarita will cooperate to fully effectuate the transfer and assignment of the Trademarks and Patents to Margarita and the delivery of available tangible records pertaining to the Trademarks to the Margarita. DAS will promptly execute and return any forms reasonably provided by Margarita for the purpose of effecting such transfer and assignment. Margarita will be responsible for all Third Party fees, including trademark agent fees, incurred in transferring the Trademarks and Patents to Margarita.

8.6 Assignment of Contracts. As soon as practicable but no later than 90 days following the Closing, DAS shall assign to Margarita, and Margarita shall accept, those Contracts that DAS may unilaterally transfer. In the case of any Contracts which by their terms or by virtue of their subject matter are not unilaterally assignable to Margarita, DAS agrees to use its reasonable business efforts to obtain, as soon as is reasonably practicable following the Closing, any written consents necessary to convey to Margarita the benefit thereof, it being understood that DAS's efforts do not require DAS to offer or grant financial accommodations (other than lawful incidental payments for which Margarita will promptly reimburse DAS) to any Person or to remain secondarily liable with respect to any such Contract. In the event that any such consent is not obtained within 90 days following Closing, DAS and Margarita shall use reasonable business efforts so that Margarita can obtain the benefits of such non-assigned Contract, it again being understood that DAS's efforts do not require DAS to offer or grant financial accommodations to any Person or to remain secondarily liable with respect to any such Contract. Such reasonable efforts may include, but are not necessarily limited to, DAS terminating the relevant Contract

(either in whole or in part) pursuant to its terms and conditions, and Margarita supplying DAS with sufficient quantities of Products upon substantively price neutral terms to DAS so as to allow DAS to complete such unassigned contracts during the period of any required termination notice. Nothing in this Agreement shall be construed as an attempt or an agreement to assign or cause the assignment of any Contract which is not assignable without the consent of the parties thereto, unless and until such consent shall have been given, or as to which all the remedies for the enforcement thereof enjoyed by DAS would not, as a matter of law, pass to Margarita as an incident of the assignments provided by this Agreement. In the event that DAS identifies after the Closing any additional contracts not identified at Schedule 1 but related to the Business that it wishes to assign to Margarita, DAS shall provide Margarita with a copy of the contract(s) and request that Margarita accept assignment. Margarita shall within 30 days thereafter notify DAS if it will accept assignment of the additional contract(s); provided, however, that Margarita shall not unreasonably refuse to accept such assignment.

8.7 Assignment of Patents. As soon as practicable but no later than 90 days following the Closing, DAS shall take all efforts necessary on its part to assign the Patents to Margarita and deliver available tangible records pertaining to the Patents to Margarita. It is understood that DAS's efforts do not require DAS to offer or grant financial accommodations (other than lawful incidental payments for which Margarita will promptly reimburse DAS) to any Person or to remain secondarily liable with respect to any Purchased Assets or Assumed Liabilities.

8.8 Transfer of Data. As soon as practicable but no later than 90 days following the Closing, DAS and Margarita shall undertake all actions necessary on its part to transfer the Data to Margarita and deliver available tangible records pertaining to the Data to the Margarita. It is understood that DAS's efforts do not require DAS to offer or grant financial accommodations (other than lawful incidental payments for which Margarita will promptly reimburse DAS) to any Person or to remain secondarily liable with respect to any Purchased Assets or Assumed Liabilities.

8.9 Transfer of Know-how. As soon as practicable but no later than 90 days following the Closing, DAS and Margarita shall undertake all actions necessary on its part to transfer and deliver tangible records pertaining to the Know-how to Margarita. It is understood that DAS's efforts do not require DAS to offer or grant financial accommodations (other than lawful incidental payments for which Margarita will promptly reimburse DAS) to any Person or to remain secondarily liable with respect to any Purchased Assets or Assumed Liabilities.

8.10 Consultation. For a period of one year following the Effective Date, DAS agrees to provide reasonable consultation (i.e., approximately 60 person hours) to Margarita with respect to the Purchased Assets. Margarita will fully compensate DAS for all of its direct, documented third party costs and expenses associated with providing such consultation. Any such DAS consultations and assistance will be provided in good faith; provided, however, DAS makes no warranty concerning the reliability or accuracy of any consultations or assistance provided by DAS, and Margarita expressly agrees that its use of such consultations and assistance is at its own risk.

8.11 Confidentiality.

(a) For a period of ten years following the Effective Date, each Party hereto shall use commercially reasonable efforts to maintain in confidence the Confidential Information of the other Party (but shall use not less than those efforts as it uses to maintain in confidence its own proprietary industrial information of similar kind and value) and not to disclose such Confidential Information to any Third Party without prior written consent of the Party to whom such Confidential Information belongs.

(b) Notwithstanding Section 8.11(a), a Party may disclose the Confidential Information of the other Party to the extent such disclosure is reasonably necessary in any of the following instances:

(i) disclosures requested or required by operation of law or court order, provided that such Party gives such other Party as much prior notice as is reasonably practicable and legally permissible and discloses only such information as it is obligated to disclose; and

(ii) disclosures, to the extent necessary for the performance of this Agreement or exercise of rights, to its Affiliates, employees, consultants and agents, as well as actual or potential licensees or sublicensees, each of whom prior to such disclosure must be bound by similar obligations of confidentiality and non-use.

8.12 Transition of Business.

(a) The Parties will use commercially reasonable efforts to effect an orderly transfer of the Purchased Assets and to minimize the disruption to the Business. The period beginning immediately following the Closing and ending on the date that DAS (or its Affiliates) will have transferred to Margarita (or its Affiliates) all of the Purchased Assets (including by completing any necessary forms, applications or other paperwork necessary to complete the transfer or assignment of all of the Purchased Assets) will be called the "Transition Period."

(b) Pending the transfer of the Purchased Assets to Margarita, or any rights and obligations arising from the Purchased Assets, DAS will utilize commercially reasonable efforts (and will cause its Affiliates to utilize commercially reasonable efforts) to

(i) hold the Purchased Assets and such rights and obligations arising from the Purchased Assets, in trust for Margarita, and will continue to operate the Business and exercise all rights and perform all obligations thereunder in accordance with the reasonable instructions of Margarita; provided, however, DAS will be obligated to undertake only those activities that it may lawfully perform;

(ii) account to Margarita for all receipts or other commercial benefits received by or credited to DAS following the Closing as a result of its continued operation of the Business pursuant to Section 8.12(b)(i) above, so that Margarita is put in the position as if the relevant transfer had taken place;

(iii) provide to Margarita reasonable assistance for the operation of the Business.

(c) For the countries in which DAS is currently selling mixtures of zoxamide and cymoxanil (the "Cymoxanil Mixtures"), DAS will provide transitional services to Margarita until the date upon which Margarita receives independent technical use registrations for cymoxanil that are sufficient to support Margarita's registrations of the Cymoxanil Mixtures. Such transitional services to be provided by DAS shall include, but not be limited to, the following:

(i) Shipping technical grade cymoxanil to Margarita's chosen formulation location and supplying such technical grade material to Margarita at DAS's full cost without any mark up; provided however, DAS's obligation to supply Margarita with technical grade Cymoxanil material will terminate upon the expiration or termination of the July 24, 2003 Curzate Tech supply Agreement between DAS Switzerland and DuPont de Nemours (France) S.A.S;

(ii) In the event that DAS must be the importer of the Cymoxanil Mixtures in any given country or jurisdiction, DAS will handle shipment of the finished products from Margarita's chosen formulation location to the relevant countries, at Margarita's expense; and

(iii) DAS will provide Margarita (at DAS's full cost without any mark up) with sufficient packaging, labels, and other materials with the DAS names and logos to utilize until sufficient cymoxanil registrations are obtained to allow Margarita to sell the Cymoxanil Mixtures without the reliance upon such items. The amount of time that Margarita can rely upon DAS under this section is independent of the Use of Name outlined in Section 7.7 of this Agreement.

ARTICLE 9 - INDEMNIFICATION

9.1 Indemnification by DAS. From and after the Closing Date and subject to the provisions of this Article 9, DAS agrees to compensate, indemnify, hold harmless and/or defend Margarita from and against any and all Losses (except for any Loss directly caused by the negligent act or omission of Margarita or any of its Affiliates or any officer, director, manager, employee, agent or representative of Margarita or any such Affiliate) arising out of or relating to:

- (a) any material inaccuracy or material breach of any representation or warranty of DAS contained in this Agreement or any other Transaction Document;
- (b) any material breach of any covenant or agreement of DAS contained in this Agreement or any other Transaction Document; or
- (c) product liability claims relating to Products distributed during all periods prior to the Closing;

provided, however, that DAS shall have an obligation to compensate or indemnify Margarita for Losses pursuant to this Section 9.1 only to the extent that such Losses are in excess of (i) any amounts recoverable by Margarita pursuant to any contract to which Margarita is a party or has assumed pursuant to this Agreement or (ii) any amounts recoverable by counterclaim or otherwise from any Third Party based on any claims Margarita has against any such Third Party that reduces the Losses that would otherwise be sustained (in each case net of the costs of recovery of the Losses).

From and after the Closing Date, except as set forth in Section 9.3, the right to compensation and indemnification provided for in this Section 9.1 shall be the exclusive remedy of Margarita with respect to the Purchased Assets and the transactions contemplated by this Agreement and the other Transaction Documents.

9.2 Indemnification by Margarita. From and after the Closing Date and subject to the provisions of this Article 9, Margarita agrees to compensate, indemnify, hold harmless and/or defend DAS from and against any and all Losses (except for any Loss directly caused by the negligent act or omission of DAS or any of its Affiliates or any officer, director, manager, employee, agent or representative of DAS or any such Affiliate) arising out of or relating to:

- (a) any material inaccuracy or material breach of any representation or warranty of Margarita contained in this Agreement or any other Transaction Document;
- (b) any material breach of any covenant or agreement of Margarita contained in this Agreement or any other Transaction Document; or
- (c) any liability or obligation of DAS which is an Assumed Liability or any other liability or obligation associated with the Purchased Assets or attributable in any way to Margarita's use or sale of the Purchased Assets after the Closing Date;

provided, however, that Margarita shall have an obligation to compensate and indemnify DAS for Losses pursuant to this Section 9.2 only to the extent that such Losses are in excess of (i) any amounts recoverable by DAS pursuant to any contract with a Third Party to which DAS is a party or (ii) any amounts recoverable by counterclaim or otherwise from any Third Party, based on any claims DAS has against any such Third Party that reduce the Losses that would otherwise be sustained (in each case net of the costs of recovery of the Losses).

From and after the Closing Date, except as set forth in Section 9.3, the right to compensation and indemnification provided for in this Section 9.2 shall be the exclusive remedy of DAS with respect to Purchased Assets and the transactions contemplated by this Agreement and the other Transaction Documents. Nothing in this Agreement shall limit the rights or remedies of DAS with respect to its collection of the Purchase Price.

9.3 Product Liability. DAS shall assume all liabilities related to Losses arising out of the death of or injury to any Person or Persons or out of any damage to property and against any other claim, Proceeding, demand, expense and liability of any kind whatsoever, including

indemnifying Margarita, Margarita's officers, employees and agents, where claims result from DAS's manufacture, use or sale (directly or indirectly) of Product(s) prior to the Closing. From and after Closing, Margarita shall assume all liabilities related to Losses arising out of the death of or injury to any Person or Persons or out of any damage to property and against any other claim, Proceeding, demand, expense and liability of any kind whatsoever, including indemnifying DAS, DAS's officers, employees and agents, where claims result from Margarita's manufacture, use or sale (directly or indirectly) of Product(s).

9.4 Indemnification Process. The Party or Parties making a claim for indemnification under this Article 9 shall be, for the purposes of this Agreement, referred to as the "Indemnified Party" and the Party or Parties against whom such claims are asserted under this Article 9 shall be, for the purposes of this Agreement, referred to as the "Indemnifying Party." All claims by any Indemnified Party, unless otherwise noted, under this Article 9 shall be asserted and resolved as follows:

(a) In the event that (i) any claim or Proceeding is asserted or instituted by any Third Party that could give rise to Losses for which an Indemnifying Party could be liable to an Indemnified Party under this Agreement (such claim or Proceeding being referred to as a "Third Party Claim") or (ii) any Indemnified Party under this Agreement shall have a claim to be indemnified by any Indemnifying Party under this Agreement which does not involve a Third Party Claim (such claim being referred to as a "Direct Claim"), the Indemnified Party shall with reasonable promptness send to the Indemnifying Party a written notice specifying the nature of such claim or Proceeding and the amount or estimated amount of such claim or Proceeding (which amount or estimated amount shall not be conclusive of the final amount, if any, of such claim or Proceeding) (a "Claim Notice"), provided that a delay in notifying the Indemnifying Party shall not relieve the Indemnifying Party of its obligations under this Agreement except to the extent that (and only to the extent that) such failure shall have (A) caused the Losses for which the Indemnifying Party is obligated to be greater than such Losses would have been had the Indemnified Party given the Indemnifying Party proper notice or (B) otherwise adversely prejudiced the Indemnifying Party.

(b) In the event of a Third Party Claim, the Indemnifying Party shall control the defense of, and shall be entitled to appoint counsel of the Indemnifying Party's choice at the expense of the Indemnifying Party to represent the Indemnified Party and any others the Indemnifying Party may reasonably designate in connection with such claim or Proceeding (in which case the Indemnifying Party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by any Indemnified Party). If requested by the Indemnifying Party, the Indemnified Party agrees to cooperate with the Indemnifying Party and its counsel in contesting any claim or Proceeding which the Indemnifying Party defends or, if appropriate and related to the claim or Proceeding in question, in making any counterclaim against the Person asserting the Third Party Claim or any cross-complaint against any Person. Such cooperation shall also include providing the Indemnifying Party and its counsel access to the relevant records and other documents, items and information of the Indemnified Party and permitting the Indemnifying Party and its counsel to consult with the employees and counsel of the Indemnified Party. No Third Party Claim may be settled or compromised (i) by the Indemnified Party

without the prior written consent of the Indemnifying Party or (ii) to the extent the Indemnified Party would not be entitled to indemnification with respect to such Third Party Claim under this Article 9, by the Indemnifying Party without the prior written consent of the Indemnified Party.

(c) In the event of a Direct Claim, the Indemnifying Party shall notify the Indemnified Party within 30 calendar days of receipt of a Claim Notice whether or not the Indemnifying Party disputes such claim.

9.5 Survival. The representations and warranties of DAS and Margarita contained in this Agreement shall survive the Closing for the applicable period set forth in this Section 9.5. Any and all claims and causes of action for indemnification under this Article 9 arising out of the inaccuracy or breach of any representation or warranty of DAS or Margarita must be made in accordance with Section 9.4(a) prior to the termination of the applicable survival period. All of the representations and warranties of DAS and Margarita contained in this Agreement and any and all claims and causes of action for indemnification under Sections 9.1 and 9.2 with respect thereto shall terminate twenty-four (24) months after the Closing Date; it being understood that in the event notice of any claim for indemnification under Section 9.1(a) or Section 9.2(a) shall have been given within the applicable survival period, the representations and warranties that are the subject of such indemnification claim shall survive, with respect to such claim only, until such time as such claim is finally resolved. Notwithstanding the forgoing, the obligations of indemnification under Section 9.3 shall survive termination of this Agreement and shall **NOT** terminate one year after the Closing Date.

9.6 Limitation on Amount. Neither Party will have any obligation to indemnify the other Party for any Losses incurred or suffered by the other Party as a result of a breach of the representations and warranties provided under Article 6 (with respect to DAS) or Article 7 (with respect to Margarita), except to the extent that such Losses, taken together, exceed Five - Hundred and Forty-Thousand U.S. Dollars (\$540,000), and then only to the extent of such excess. In no event shall either Party be liable to the other Party for (i) incidental or consequential damages, including lost profits, or (ii) aggregate Losses of more than Four-Million and Five Hundred Thousand U.S. Dollars (\$4,500,000). The foregoing limitations under this Section 9.6 shall not apply with respect to Losses arising out of or relating to Third Party Claims for which a Party has an obligation to indemnify the other Party pursuant to Section 9.1 and Section 9.2.

ARTICLE 10 – GENERAL PROVISIONS

10.1 Press Releases and Public Announcements. No Party shall issue any press release or make any public announcement for a period of fifteen (15) days following Closing relating to the subject matter of this Agreement without the prior written approval of the other Party.

10.2 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

10.3 Taxes. Except as may be otherwise provided in this Agreement, each Party shall be responsible for its own tax liability and other governmental charges or assessments, if any, which may result in any applicable jurisdiction from the transactions contemplated by this Agreement.

10.4 Expenses. Except as may be otherwise provided in this Agreement, each Party shall be responsible for all expenses incurred by it in connection with the execution and performance of this Agreement.

10.5 Entire Agreement. This Agreement, the other Transaction Documents, and the agreements contemplated hereby and thereby constitute the entire agreement between the Parties and their respective Affiliates relating to their respective subject matter and supersede any prior understandings, agreements, or representations by or between the Parties and such Affiliates, written or oral, to the extent they relate in any way to such subject matter.

10.6 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party; *provided, however*, each of DAS and Margarita may assign this Agreement or any of its rights, interests or obligations hereunder to one or more of its Affiliates.

10.7 Counterparts. This Agreement may be executed in any number of counterparts, including by facsimile signature, with the same effect as if each of the Parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

10.8 Construction. The headings in this Agreement are inserted for convenience and identification only and are not intended to aid in the interpretation of this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. Unless the context requires otherwise, (i) the singular includes the plural and vice versa, (ii) all exhibits and schedules to this Agreement form a part of this Agreement, (iii) any reference in this Agreement or to any particular Article, Section, Exhibit or Schedule shall be deemed to refer to an Article or Section of this Agreement, or to an Exhibit or Schedule to this Agreement, as the case may be, (iv) where a term is defined, another part of speech or grammatical form of that term shall have a corresponding meaning, (v) the words "include", "includes" and "including" mean include, includes and including without limitation, and (vi) any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated under such statute or law.

10.9 Notices. (a) Any notice, request, approval or consent provided for or permitted under this Agreement shall be in writing and shall be given by (i) registered or certified mail or (ii) responsible courier, postage or courier charges prepaid, with acknowledgment of receipt requested, and addressed as provided below, or (iii) delivering the same by hand to the other Party's address specified below.

- (b) Notice addresses are as follows:
- (i) Dow AgroSciences LLC
9330 Zionsville Road
Indianapolis, Indiana 46268
Attention: General Counsel
 - (ii) Dow AgroSciences Switzerland S.A.
Bachtobelstrasse 4
CH-8810 Horgen
Switzerland
Attention: General Manager
 - (iii) Margarita Internacional Comercio e Servicos, Limitada
Rua do Bom Jesus, 18-3 Esq
028 Funchal
9050 Portugal PT 511 095 252
Attention: General Counsel

(c) Any notice sent in the manner described above shall be deemed to have been received by the other Party on the date specified in the acknowledgment of receipt returned to the sender, or as evidenced by the recipient's acknowledgment of receipt or on the date receipt is acknowledged in any other manner. Either Party may change its notice address by written notice to the other Party in accordance with this provision.

10.10 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Indiana, without regard to its provisions concerning conflicts of law. Any and all disputes arising in connection with this Agreement will be settled exclusively by the Courts of Indiana.

10.11 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Margarita and DAS. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence.

10.12 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining

terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

10.13 Bulk Transfer Laws. Margarita acknowledges that DAS will not comply with the provisions of any bulk transfer laws of any jurisdiction in connection with the transactions contemplated by this Agreement.

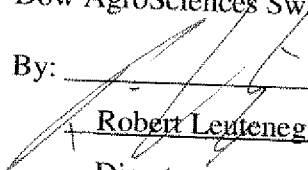
10.14 Terms and Conditions. The terms and conditions of this Agreement and the Exhibits attached hereto are confidential and shall not be disclosed to a Third Party without the written consent of the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Dow AgroSciences LLC

By: _____

Dow AgroSciences Switzerland S.A.

By: _____

Robert Leutenegger
Director

Margarita Internacional Comercio e Servicos, Soc. Unipessoal Lda.

By: _____

terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Dow AgroSciences LLC

Dow AgroSciences Switzerland S.A.

By:



By:

EU

Gordon E. Slack
Director,
Finance & Public Affairs

Margarita Internacional Comercio e Servicos, Soc. Unipessoal Lda.

By:

[Zoxamide Asset Purchase and Sale Agreement]

terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

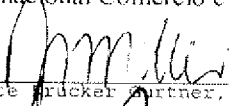
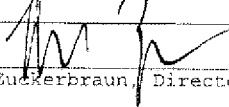
Dow AgroSciences LLC

Dow AgroSciences Switzerland S.A.

By: _____

By: _____

Margarita Internacional Comercio e Servicos, Soc. Unipessoal Lda.

By: 
Brigitte Zucker, Partner, Director

Louis Zuckerbraun, Director

[Zoxamide Asset Purchase and Sale Agreement]

ATTACHMENTS TO ASSET PURCHASE AND SALE AGREEMENT

Exhibits

A	Dithane Product Registration and Data Citation Agreement
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Schedules

1	Contracts
2	Data
3	Patent
4	Registrations
5	Trademarks

Exhibit A

Dithane Product Registration and Data Citation Agreement

Schedule 1

Contracts

Zoxamide Agreements

Agreement	DAS Entity	Other Party	Date
Data Citation and Product Development Agreement (97GL0510)	DAS Switzerland S.A.	BASF Agro B.V.	11/20/07
Accord de Confidentialite	DAS SAS	Nufarm s.a.	4/24/02
Agreement	DAS LLC	Isagro SpA	4/11/02
Agreement Oxon – DAS Switzerland S.A.	DAS Switzerland S.A.	Oxon Italia S.p.A.	5/1/06
Letter Agreement (02GL0339)	DAS LLC	Albemarle Corporation	8/26/02
Memorandum of Understanding Evaluation of Fungicide Opportunities in the USA (03GL1416)	DAS LLC	Nufarm Ltd.	11/6/03
Non-Disclosure Agreement (03GL1199)	DAS LLC	Nufarm Americas	11/6/03
Memorandum of Understanding Vines Project (04GL0128)	DAS Switzerland S.A.	Nufarm Americas, Inc.	3/17/04
Confidentiality Agreement (05GL0364)	DAS LLC	Sipcam Agro USA, Inc.	12/1/04

Schedule 2

Data

Schedule 3

Patents

PATENTS AND APPLICATIONS RELATING TO ZOXAMIDE

SUBJECT	US PATENT	US PATENT EXPIRES	Next Annuity Due	OTHER COUNTRIES	EPO PATENT EXPIRES
Synergistic mixtures of aminosulfones with mancozeb and zoxamide (3-way)	Filed 12-5-03 2006/0159 33	12-05-23		AU CN EP JP KR MX NZ PL ZA	
N-acetonylbenzamides	4,822,902 5,859,063	4-18-06 1-12-16	7/06		7-05
Safer N-acetonylbenzamide fungicides (specific composition)	5,304,572	12-1-12		AT AU BE BR CA CH CN CO DE DK ES FR GB GR HU IE IL IT KR LI MX NL PL TW ZA	11-13
Method for controlling fungi with mixtures (key patent)	5,677,333	7-8-16	4/09	AT AU BE BR CA CH CN CO DE DK ES FR GB GR HK IE IT JP KR MX NL PT SE TW	7-16
Method for controlling resistant fungi with mixtures	5,891,918	6-18-17	10/10	AU BR CA DE FR GB IT JP KR MX TW	6-17
Preparation of aromatic benzoic acids by reduction of halobenzoic acids	5,886,210	8-11-16	9/10	CN IL JP	8-17
Process for alkynyl amines	5,783,736	9-26-17	1/10	CN DE FR GB IL IT	9-17
Oxazoline process for chloroketones	5,594,621 5,959,114 5,936,096	4-13-18	2/07 3/07 2/07		
Process to 5-methylene oxazolines	6,147,220	5-15-18	5/08		5-18
Process for chloro alkynes and alkynyl amines	6,087,535	1-7-19	1/08	CH CN DE FR GB IL IT	3-19

TRADEMARK

REEL: 003903 FRAME: 0239

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Fungicidal compositions	6,004,947	9-4-18	6/07	AU BR CN DE ES FR GB HK IT JP KR MX TW	12-18
	6,060,490		11/07		
	6,075,047		12/07		
	6,057,356		11/07		
	6,264,993		1/09		
	6,267,991		1/09		
	6,270,810		2/09		
Fungicidal compositions	6,011,065	9-4-18	7/07	AU BR CN DE ES FR GB IT JP KR MX TW	12-18
	6,069,171		11/07		
	6,107,340		2/08		
Metal salt catalyzed process to oxazolines	6,057,477	4-16-19	11/07	CH CN DE FR GB IL IT	4-19
Synergistic fungicidal compositions	6,057,365	12-22-18	11/07	AU BR CN DE ES FR GB IT JP KR MX TW	12-19

Dow AgroSciences LLC Confidential

Schedule 4
Registrations

Country	Product Name
Algeria	ELECTIS 75 WG
Argentina	Zoxamide
Austria	Electis
Belgium	UNIKAT PRO
Brazil	HARPON WG
Brazil	STIMO WP
Brazil	ZOXIUM 800 WP
Brazil	Zoxium Technico 950
Brazil	ZOXIUM TECNICO
Bulgaria	ELECTIS 75 WG
Canada	Gavel 75DF Agricultural Fungicide
Canada	Zoxamide Technical Fungicide
Canada	Zoxium 80W Agricultural Fungicide
Colombia	HARPON 60 WP
Croatia	ELECTIS WG
Cyprus	ELECTIS 75WG
Czech Republic	ELECTIS
Denmark	ELECTIS
Estonia	ELECTIS
Finland	ELECTIS
France	ADERIO
France	ELECTIS PRO
France	OZYS
France	ROXAM COMBI
Germany	Electis
Honduras	Gavel 75 WG
Hungary	Electis 75 WG
Indonesia	Gavel 80 WDG
Ireland	ELECTIS 75WG
Israel	ROXAM
Italy	ELECTIS R
Italy	ELECTIS
Kenya	ELECTIS 75WG
Latvia	Electis 75 DG
Lithuania	Electis 75 WG
Luxembourg	Electis pro
Macedonia	ELECTIS
Mauritius	ELECTIS 75 WG
Mexico	GAVEL 75 DF
Mexico	HARPON
Moldova, Republic of	ELECTIS 75 WG
Morocco	ELECTIS 75 WG
Netherlands	Unikat Pro
Norway	ELECTIS

Reg. Number	Active	Concentration Label Claim	2nd Active	2nd Concentration	Product Material (Formulation)
06 44 252	mancozeb	667 G/KG	zoxamide	83 G/KG	GF-1045
1493/1	zoxamide	97.35 % W/W			zoxamide technical
2182/0	mancozeb	666.7 G/KG	zoxamide	83.3 G/KG	GF-1572
9258B	mancozeb	66.7 % W/W	zoxamide	8.3 % W/W	GF-1572
00903	cymoxanil	331 G/KG	zoxamide	331 G/KG	GF-1259
07800	mancozeb	727 G/KG	zoxamide	73 G/KG	GF-983
011501	zoxamide	800 G/KG			GF-1058
504	zoxamide	950 G/KG			zoxamide technical
04200	zoxamide	950 G/KG			zoxamide technical
0357	mancozeb	667 G/KG	zoxamide	83 G/KG	GF-1045
26842	mancozeb	66.7 % W/W	zoxamide	8.4 % W/W	GF-1045
26841	zoxamide	97.73 % W/W			zoxamide technical
26840	zoxamide	81.7 % W/W			GF-1058
3702	zoxamide	33 % W/W	cymoxanil	33 % W/W	XF-99071
320-20/04-01/96	mancozeb	66.7 % W/W	zoxamide	8.3 % W/W	GF-1045
2457	mancozeb	66.7 % W/W	zoxamide	8.3 % W/W	GF-1045
4470-2	mancozeb	666.7 G/L	zoxamide	83.3 G/L	GF-1572
64-63	mancozeb	66.7 % W/W	zoxamide	8.3 % W/W	GF-1572
0249/05.02.07	mancozeb	667 G/KG	zoxamide	83 G/KG	GF-1572
1964	mancozeb	667 G/KG	zoxamide	8.3 G/KG	GF-1572
2000338	mancozeb	66.7 % W/W	zoxamide	8.33 % W/W	GF-1572
2020110	mancozeb	68.9 % W/W	zoxamide	6.15 % W/W	GF-1057
2030147	mancozeb	66.7 % W/W	zoxamide	8.33 % W/W	GF-1572
2000294	mancozeb	68.9 % W/W	zoxamide	6.15 % W/W	GF-1057
4957-00	mancozeb	66.7 % W/W	zoxamide	8.3 % W/W	GF-1572
349-177-II	mancozeb	66.7 % W/W	zoxamide	8.3 % W/W	GF-1045
36139/2001;					
11466/2002,					
1937/2004;					
02.5/3596/2/2007	mancozeb	66 % W/W	zoxamide	8 % W/W	GF-1572
RI 1572/4-2001/T	mancozeb	68 G/KG	zoxamide	8 G/KG	GF-1045
PM01821	mancozeb	66.7 % W/W	zoxamide	8.3 % W/W	GF-1572
1565	mancozeb	667 G/KG	zoxamide	83 G/KG	GF-1572
12827	copper oxy	28.6 % W/W	zoxamide	4.3 % W/W	UNSPECIFIED
12564	mancozeb	66.7 % W/W	zoxamide	8.3 % W/W	GF-1045
PCFB (T) 0212	mancozeb	667 G/KG	zoxamide	83.3 G/KG	GF-1045
0179	mancozeb	667 G/KG	zoxamide	83 G/KG	GF-1572
0206F/07	mancozeb	667 G/KG	zoxamide	83 G/KG	GF-1572
L01607-066	mancozeb	689 G/KG	zoxamide	61.5 G/KG	GF-1057
10-13640/2	mancozeb	66.7 % W/W	zoxamide	8.3 % W/W	GF-1572
DC:CB/AC/07/06/115	mancozeb	667 G/KG	zoxamide	83 G/KG	GF-1045
RS:CO-MEZC-1377-3C	mancozeb	66.7 % W/W	zoxamide	8.3 % W/W	GF-1045
RS:CO-MEZC-1384-3C	cymoxanil	33.0 % W/W	zoxamide	33.0 % W/W	GF-1259
02-0261	mancozeb	663 G/KG	zoxamide	87 G/KG	GF-1045
E06-03-011	mancozeb	66.7 % W/W	zoxamide	8.3 % W/W	GF-1045
12783N	mancozeb	68.5 % W/W	zoxamide	8.8 % W/W	GF-1572
2004.23	mancozeb	667 G/KG	zoxamide	83 G/KG	GF-1572

Formulation Type	Validity	First_Reg_Date
WG-Water Dispersible Granules	Valid	07-JAN-2005
Unspecified	Valid	02-OCT-2006
WG-Water Dispersible Granules	Valid	31-JUL-2003
WG-Water Dispersible Granules	Valid	16-MAY-2001
WG-Water Dispersible Granules	Valid	31-JAN-2003
WP-Wettable Powder	Valid	20-DEC-2000
WP-Wettable Powder	Valid	21-DEC-2000
Unspecified	Valid	29-JAN-2004
Unspecified	Valid	01-AUG-2000
WG-Water Dispersible Granules	Valid	20-APR-2006
WG-Water Dispersible Granules	Valid	25-MAY-2001
Unspecified	Valid	25-MAY-2001
WP-Wettable Powder	Valid	25-MAY-2001
WP-Wettable Powder	Valid	18-OCT-2000
WG-Water Dispersible Granules	Valid	19-JUL-2004
WG-Water Dispersible Granules	Valid	26-MAY-2004
WG-Water Dispersible Granules	Valid	10-FEB-2005
WG-Water Dispersible Granules	Valid	15-SEP-2006
WG-Water Dispersible Granules	Valid	02-FEB-2004
WG-Water Dispersible Granules	Valid	18-DEC-2003
WG-Water Dispersible Granules	Valid	08-NOV-2002
WG-Water Dispersible Granules	Valid	04-APR-2003
WG-Water Dispersible Granules	Valid	04-APR-2003
WG-Water Dispersible Granules	Valid	06-DEC-2002
WG-Water Dispersible Granules	Valid	31-JUL-2003
WG-Water Dispersible Granules	Valid	07-OCT-2004
WG-Water Dispersible Granules	Valid	15-NOV-2001
WG-Water Dispersible Granules	Valid	20-JUL-2001
WG-Water Dispersible Granules	Valid	21-MAR-2003
WG-Water Dispersible Granules	Valid	01-MAR-1999
Unspecified	Valid	18-OCT-2007
WG-Water Dispersible Granules	Valid	22-MAR-2005
WG-Water Dispersible Granules	Valid	24-APR-2003
WG-Water Dispersible Granules	Valid	04-MAY-2001
WG-Water Dispersible Granules	Valid	11-DEC-2001
WG-Water Dispersible Granules	Valid	02-APR-2004
WG-Water Dispersible Granules	Valid	12-MAR-2007
WG-Water Dispersible Granules	Valid	07-JUN-2006
WG-Water Dispersible Granules	Valid	24-Sep-04
WG-Water Dispersible Granules	Valid	02-MAY-2002
WG-Water Dispersible Granules	Valid	21-OCT-2005
WG-Water Dispersible Granules	Valid	02-JUL-2003
WG-Water Dispersible Granules	Valid	27-JAN-2006
WG-Water Dispersible Granules	Valid	20-JAN-2004

Reg Holder	Reg. Type	Product Function
Dow Agrosciences Export S.A.	Standard	FUNGICIDE
Dow AgroSciences Argentina SA	Standard	UNSPECIFIED
Dow AgroSciences GmbH	Standard	FUNGICIDE
Dow AgroSciences B.V. (Belgium and Netherlands)	Standard	FUNGICIDE
Dow AgroSciences Industrial Ltd.	Standard	FUNGICIDE
Dow AgroSciences Industrial Ltd.	Standard	FUNGICIDE
Dow AgroSciences Industrial Ltd.	Standard	FUNGICIDE
Dow AgroSciences Industrial Ltd.	Standard	UNSPECIFIED
Dow AgroSciences Industrial Ltd.	Standard	UNSPECIFIED
Dow Agrosciences Export SAS	Standard	FUNGICIDE
Dow AgroSciences Canada Inc.	Standard	FUNGICIDE
Dow AgroSciences Canada Inc.	Standard	UNSPECIFIED
Dow AgroSciences Canada Inc.	Standard	FUNGICIDE
Dow AgroSciences de Colombia S.A.	Standard	FUNGICIDE
Dow AgroSciences Vetriebgesellschaft m.b.H. Vienna-Austria	Standard	FUNGICIDE
Dow Agrosciences Ltd Swiss	Standard	FUNGICIDE
Dow AgroSciences Praha S.R.O.	Standard	FUNGICIDE
Dow AgroSciences Danmark A/S (Denmark)	Standard	FUNGICIDE
Dow AgroSciences Danmark A/S (Estonia)	Standard	FUNGICIDE
Dow AgroSciences Danmark A/S (Finland)	Provisional	FUNGICIDE
Dow AgroSciences S.A.S.	Standard	FUNGICIDE
Dow AgroSciences S.A.S.	Standard	FUNGICIDE
Dow AgroSciences S.A.S.	Standard	FUNGICIDE
Dow AgroSciences S.A.S.	Standard	FUNGICIDE
Dow AgroSciences GmbH	Standard	FUNGICIDE
Dow AgroSciences Guatemala	Standard	FUNGICIDE
Dow Agrosciences Hungary Kft.	Standard	FUNGICIDE
Dow AgroSciences Indonesia	Standard	FUNGICIDE
Dow AgroSciences Ltd. (United Kingdom)	Standard	FUNGICIDE
Rimi Chemicals Co. LTD	Provisional	FUNGICIDE
Dow AgroSciences Italia Srl	Standard	UNSPECIFIED
Dow AgroSciences Italia Srl	Annex 1	FUNGICIDE
Lachlan Kenya Ltd	Standard	FUNGICIDE
Dow Agrosciences Danmark A/S (Latvia)	Standard	FUNGICIDE
Dow Agrosciences Danmark A/S (Lithuania)	Standard	FUNGICIDE
Dow AgroSciences B.V. (Belgium and Netherlands)	Standard	FUNGICIDE
Dow AgroSciences S.A.S.	Standard	FUNGICIDE
Dow AgroSciences Agricultural Products Ltd.	Standard	FUNGICIDE
Dow AgroSciences de Mexico SA de CV	Standard	FUNGICIDE
Dow AgroSciences de Mexico SA de CV	Standard	FUNGICIDE
Dow AgroSciences VmbH	Standard	FUNGICIDE
Dow AgroSciences Ltd. (United Kingdom)	Standard	FUNGICIDE
Dow AgroSciences B.V. (Belgium and Netherlands)	Standard	FUNGICIDE
Felleiskjopet Agri	Standard	FUNGICIDE

Poland	Unikat 75 WG
Portugal	Electis
Romania	ELECTIS 75 WG
Serbia And Montenegro	ELECTIS 75WG
Slovakia	Electis
Slovenia	ELECTIS 75 WG
South Africa	Electis 750 WG
South Africa	ZOXIUM 240 SC
Spain	ELECTIS
Sweden	ELECTIS
Switzerland	ELECTIS
Tunisia	ELECTIS 75WG
Turkey	ELECTIS 75 WG
United Kingdom	Electis 75 WG
United Kingdom	Roxam 75 WG
United Kingdom	Unikat 75 WG
United States	Gavel 75DF Agricultural Fungicide
United States	Zoxamide Technical
United States	ZOXIUM 80WSP

Given access letters for on-
going registrations (trying
to find out what this means)
Registration expected

Spain
Greece

Electis C
Zemix R
Electis 75 WG

807/2001;R-12/2003;

R262/2004o;

R-316/2007

3565

2102

321-02-0023-94/2006-

04-02-0662

327-02-304/2003/8

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10007 F

4752

MAIPP 11013

11017

11018

62719-441

62719-458

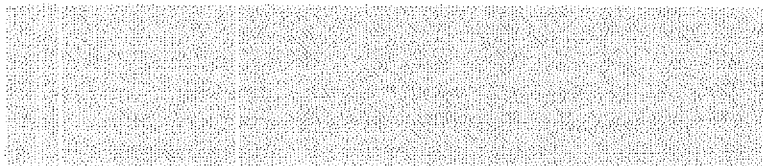
62719-440

mancozeb 68.85 % W/W	zoxamide 6.15 % W/W	GF-1573
mancozeb 66.7 % W/W	zoxamide 8.3 % W/W	GF-1572
mancozeb 68.5 % W/W	zoxamide 8.8 % W/W	GF-1572
mancozeb 667 G/KG	zoxamide 83 G/KG	GF-1045
mancozeb 666.7 G/KG	zoxamide 83.3 G/KG	GF-1572
mancozeb 66.7 % W/W	zoxamide 8.3 % W/W	GF-1045
mancozeb 667 G/KG	zoxamide 83.3 g/kg	GF-1045
zoxamide 240 G/L		XF99001
mancozeb 66.7 % W/W	zoxamide 8.3 % W/W	GF-1045
mancozeb 66.7 % W/W	zoxamide 8.3 % W/W	GF-1572
mancozeb 66.67 % W/W	zoxamide 8.33 % W/W	GF-1572
mancozeb 667 G/KG	zoxamide 83 G/KG	GF-1045
mancozeb 66.7 % W/W	zoxamide 8.3 % W/W	GF-1045
mancozeb 66.7 % W/W	zoxamide 8.3 % W/W	GF-1572
mancozeb 66.7 % W/W	zoxamide 8.3 % W/W	GF-1572
mancozeb 66.7 % W/W	zoxamide 8.3 % W/W	GF-1572
mancozeb 66.7 % W/W	zoxamide 8.3 % W/W	GF-1045
zoxamide 98 % W/W		zoxamide technical
zoxamide 80 % W/W		GF-1058

Expected registrations to be registered shortly

Registration expected within next 6 months GF-1045

WG-Water Dispersible Granules	Valid	19-FEB-2001
WG-Water Dispersible Granules	Valid	05-MAR-2004
WG-Water Dispersible Granules	Valid	11-APR-2001
WG-Water Dispersible Granules	Valid	31-JUL-2006
WG-Water Dispersible Granules	Valid	13-FEB-2004
WG-Water Dispersible Granules	Valid	22-APR-2005
WG-Water Dispersible Granules	Valid	10-MAY-2001
SC-Suspension Concentrate	Valid	06-OCT-2006
WG-Water Dispersible Granules	Valid	25-MAY-2005
WG-Water Dispersible Granules	Valid	08-FEB-2005
WG-Water Dispersible Granules	Valid	21-FEB-2002
WG-Water Dispersible Granules	Valid	07-JUN-2007
WG-Water Dispersible Granules	Valid	15-JUL-2004
WG-Water Dispersible Granules	Valid	23-MAR-2001
WG-Water Dispersible Granules	Valid	28-MAR-2001
WG-Water Dispersible Granules	Valid	29-MAR-2001
WG-Water Dispersible Granules	Valid	30-MAR-2001
Unspecified	Valid	24-APR-2003
WP-Wettable Powder	Valid	30-MAR-2001



Dow AgroSciences Polska Sp. z.o.o.	Standard	FUNGICIDE
Dow AgroSciences Iberica, S.A.	Standard	FUNGICIDE
Dow AgroSciences LLC (USA)	Standard	FUNGICIDE
Dow AgroSciences Vetriebgesellschaft m.b.H. Vienna-Austria	Standard	FUNGICIDE
Dow Agrosciences V.Mbh - organizacna zlozka	Standard	FUNGICIDE
Karsia	Standard	FUNGICIDE
Dow AgroSciences Southern Africa (Pty) Ltd.	Standard	FUNGICIDE
Dow AgroSciences Southern Africa (Pty) Ltd.	Standard	FUNGICIDE
Dow AgroSciences Iberica, S.A.	Standard	FUNGICIDE
Dow Agrosciences Danmark A/S (Sweden)	Provisional	FUNGICIDE
Orn/a	Standard	FUNGICIDE
Dow Agrosciences Export SAS	Standard	FUNGICIDE
Dow AgroSciences AS	Standard	FUNGICIDE
Dow AgroSciences Ltd. (United Kingdom)	Standard	FUNGICIDE
Dow AgroSciences Ltd. (United Kingdom)	Standard	FUNGICIDE
Dow AgroSciences Ltd. (United Kingdom)	Standard	FUNGICIDE
Dow AgroSciences LLC (USA)	Standard	FUNGICIDE
Dow AgroSciences LLC (USA)	Standard	UNSPECIFIED
Dow AgroSciences LLC (USA)	Standard	FUNGICIDE

Schedule 5

Trademarks

Project Zeba / zoxamide

Trademark	Country	Status	Generic	Reg #	App #	Next Renl	Filing Date	Reg Date	Classes
ADELIO	Australia	Registered	zoxamide	789065	789065	29-Mar-2009	29-Mar-1999	29-Mar-1999	05 Int.
ADELIO	Brazil	Registered	zoxamide	821566032	821566032	12-Nov-2012	20-Apr-1999	12-Nov-2002	05 Int.
ADELIO	Colombia	Registered	zoxamide	222782	99021082	16-Dec-2009	09-Apr-1999	16-Dec-1999	05 Int.
ADELIO	European Community	Registered	zoxamide	001112234	001112234	19-Mar-2009	19-Mar-1999	30-May-2000	01 Int.; 05 Int.
ADELIO	Indonesia	Registered	zoxamide	454595	D994287	24-Mar-2009	24-Mar-1999	10-Oct-2000	05 Int.
ADELIO	Mexico	Registered	zoxamide	606656	369654	30-Mar-2009	30-Mar-1999	30-Apr-1999	05 Int.
ADELIO	Poland	Registered	zoxamide	138853	Z200215	08-Apr-2009	08-Apr-1999	08-Apr-1999	05 Int.
ADELIO	South Korea	Registered	zoxamide	466910	9910990	20-Mar-2010	07-Apr-1999	20-Mar-2000	05 Int.
ADERIO	European Community	Registered	zoxamide	001135045	001135045	12-Apr-2009	12-Apr-1999	12-Apr-1999	01 Int.; 05 Int.
ADERIO	Syria	Registered	zoxamide	106593	1946	08-Feb-2017	08-Feb-2007	26-Apr-2007	05 Int.
ADESIO	Australia	Registered	zoxamide	789664	789664	29-Mar-2009	29-Mar-1999	29-Mar-1999	05 Int.
ADESIO	European Community	Registered	zoxamide	001112283	001112283	19-Mar-2009	19-Mar-1999	19-Mar-1999	01 Int.; 05 Int.
ADESIO	Indonesia	Registered	zoxamide	454596	D994288	24-Mar-2009	24-Mar-1999	10-Oct-2000	05 Int.
ADESIO	Mexico	Registered	zoxamide	608697	369653	30-Mar-2009	30-Mar-1999	30-Apr-1999	05 Int.
ADESIO	Poland	Registered	zoxamide	138854	Z200216	08-Apr-2009	08-Apr-1999	08-Apr-1999	05 Int.
ADESIO	South Africa	Registered	zoxamide	199916245	9916245	03-Sep-2009	03-Sep-1999	18-Mar-1999	05 Int.
ELECTIS	Algeria	Registered	zoxamide	58629	1102	25-Jun-2010	25-Jun-2000	25-Jun-2000	05 Int.
ELECTIS	Azerbaijan	Registered	zoxamide	20010250	20000284	23-Mar-2010	23-Mar-2000	19-Jun-2001	05 Int.
ELECTIS	Belarus	Registered	zoxamide	15871	20000685	23-May-2010	23-May-2000	23-May-2000	05 Int.
ELECTIS	Bulgaria	Registered	zoxamide	39845	50028	12-May-2010	12-May-2000	08-May-2001	05 Int.
ELECTIS	Czech Republic	Registered	zoxamide	238829	155346	12-May-2010	12-May-2000	27-Aug-2001	05 Int.
ELECTIS	Egypt	Application	zoxamide		133725		11-Jun-2000		05 Int.
ELECTIS	European Community	Registered	zoxamide	001200740	001200740	09-Jun-2009	09-Jun-1999	09-Jun-1999	01 Int.; 05 Int.
ELECTIS	Georgia	Registered	zoxamide	M13866	015251	29-May-2011	23-May-2000	29-May-2001	05 Int.
ELECTIS	Hungary	Registered	zoxamide	165753	M0002165	18-Apr-2010	18-Apr-2000	02-Jul-2001	05 Int.
ELECTIS	Israel	Registered	zoxamide	137300	137300	01-May-2021	01-May-2000	02-Jan-2002	05 Int.
ELECTIS	Kazakhstan	Registered	zoxamide	12107	15518	19-May-2010	19-May-2000	13-Jul-2001	05 Int.
ELECTIS	Moldova	Registered	zoxamide	7980	009325	22-May-2010	22-May-2000	02-May-2001	05 Int.
ELECTIS	Morocco	Registered	zoxamide	73956	73956	26-Jun-2020	26-Jun-2000	26-Jun-2000	05 Int.
ELECTIS	Norway	Registered	zoxamide	206030	20005263	08-Dec-2010	04-May-2000	08-Dec-2000	05 Int.
ELECTIS	Poland	Registered	zoxamide	149252	Z218081	08-May-2010	08-May-2000	20-Jul-2004	05 Int.
ELECTIS	Romania	Registered	zoxamide	47734	M200002051	03-May-2010	03-May-2000	03-May-2000	05 Int.
ELECTIS	Russian Federation	Registered	zoxamide	214896	2000711573	18-May-2010	18-May-2000	18-May-2000	05 Int.
ELECTIS	Serbia	Application	zoxamide		Z30242007		20-Dec-2007		05 Int.

*data as of May 13, 2008

TRADEMARK

REEL: 003903 FRAME: 0251

Project Zeba / zoxamide

Trademark	Country	Status	Generic	Reg #	App #	Next Renl	Filing Date	Reg Date	Classes
ELECTIS	Slovak Republic	Registered	zoxamide	190771	14172000	10-May-2010	16-May-2000	20-Sep-2001	05 Int.
ELECTIS	Slovenia	Registered	zoxamide	200070801	Z200070801	12-May-2010	12-May-2000	19-Dec-2000	05 Int.
ELECTIS	South Africa	Registered	zoxamide	200007263	200007263	17-Apr-2010	17-Apr-2000	17-Apr-2000	05 Int.
ELECTIS	Switzerland	Registered	zoxamide	477674	063292000	03-May-2010	03-May-2000	12-Feb-2001	05 Int.
ELECTIS	Tangier	Registered	zoxamide	17811	17811	06-Jan-2020	06-Jul-2000	22-Sep-2000	05 Int.
ELECTIS	Tunisia	Registered	zoxamide	EE001256	EE001256	23-Jun-2015	23-Jun-2000	23-Jun-2000	05 Int.
ELECTIS	Turkey	Registered	zoxamide	200007387	200007387	21-Apr-2010	21-Apr-2000	21-Apr-2000	05 Int.
ELECTIS	Ukraine	Registered	zoxamide	28062	2000052115	22-May-2010	22-May-2000	15-Nov-2002	05 Int.
ELECTIS BLEU	France	Application	zoxamide		073543751		13-Dec-2007		05 Int.
GAVEL	Belize	Registered	zoxamide	251604	251604	28-Jul-2014	28-Jul-2004	28-Jul-2004	05 Int.
GAVEL	Costa Rica	Registered	zoxamide	150546	20040003241	10-Dec-2014	07-May-2004	10-Dec-2004	05 Int.
GAVEL	El Salvador	Registered	zoxamide	145BK40		30-May-2015	29-Apr-2004	30-May-2005	05 Int.
GAVEL	Guatemala	Registered	zoxamide	132179	M33892004	01-Oct-2014	06-May-2004	01-Oct-2004	05 Int.
GAVEL	Honduras	Application	zoxamide		2004008065		07-May-2004		05 Int.
GAVEL	Indonesia	Registered	zoxamide	524956	D002001274612	11-Dec-2011	11-Dec-2001	16-Dec-2002	05 Int.
GAVEL	Mexico	Registered	zoxamide	653411	417089	23-Mar-2010	23-Mar-2000	28-Apr-2000	05 Int.
GAVEL	New Zealand	Registered	zoxamide	707100	707100	21-Jan-2014	21-Jan-2004	21-Jan-2004	05 Int.
GAVEL	Nicaragua	Registered	zoxamide	81530	200401458	28-Feb-2015	06-May-2004	28-Feb-2005	05 Int.
GAVEL	Panama	Registered	zoxamide	13510801	13510801	18-May-2014	18-May-2004	18-May-2004	05 Int.
GAVEL	South Korea	Registered	zoxamide	517015	40200014966	04-May-2012	28-Mar-2000	04-May-2002	05 Int.
GAVEL	United States of America	Registered	zoxamide	2643112	75373583	29-Oct-2012	15-Oct-1997	29-Oct-2002	05 Int.
GAVEL	Vietnam	Registered	zoxamide	53009	4200208185	10-Dec-2012	10-Dec-2002	24-Feb-2004	05 Int.
HARPON	Argentina	Registered	zoxamide	1788784	2204038	13-Apr-2010	24-Feb-1999	13-Apr-2000	05 Int.
HARPON	Brazil	Registered	zoxamide	821448439	821448439	21-Oct-2013	04-Mar-1999	21-Oct-2003	05 Int.
HARPON	Chile	Registered	zoxamide	577356	477440	25-Sep-2010	29-Feb-2000	25-Sep-2000	05 Int.
HARPON	Mexico	Registered	zoxamide	653412	417090	23-Mar-2010	23-Mar-2000	28-Apr-2000	05 Int.
HARPON	Paraguay	Registered	zoxamide	220734	241899	21-Dec-2009	15-Feb-1999	21-Dec-1999	05 Int.
HARPON	Uruguay	Registered	zoxamide	310848	310848	19-Oct-2009	25-Feb-1999	19-Oct-1999	05 Int.
LU-SHEN CHARACTERS	Taiwan	Registered	zoxamide	01130848	093010577	16-Dec-2014	11-Mar-2004	16-Dec-2004	05 Int.
OZYS	European Community	Registered	zoxamide	001134279	001134279	12-Apr-2009	12-Apr-1999	21-Mar-2001	01 Int.; 05 Int.
ROXAM	Czech Republic	Registered	zoxamide	236703	156097	06-Jun-2010	06-Jun-2000	19-Sep-2001	05 Int.

*data as of May 13, 2008

Project Zeba / zoxamide

Trademark	Country	Status	Generic	Reg #	App #	Next Renl	Filing Date	Reg Date	Classes
ROXAM	European Community	Registered	zoxamide	001134212	001134212	12-Apr-2009	12-Apr-1999	02-Aug-2000	01 Int., 05 Int.
ROXAM	Hungary	Registered	zoxamide	165754	M0002166	18-Apr-2010	18-Apr-2000	02-Jul-2001	05 Int.
ROXAM	Israel	Registered	zoxamide	134352	134352	31-Jan-2021	31-Jan-2000	31-Jan-2000	05 Int.
ROXAM	Slovak Republic	Registered	zoxamide	196858	16542000	07-Jun-2010	07-Jun-2000	15-Oct-2001	05 Int.
ROXAM	Switzerland	Registered	zoxamide	474329		24-Jan-2010	24-Jan-2000	24-Jan-2000	01 Int., 05 Int.
ROXAM	Turkey	Registered	zoxamide	200007388	200007388	21-Apr-2010	21-Apr-2000	21-Apr-2000	05 Int.
STIMO	Argentina	Registered	zoxamide	1923685	2379479	24-Apr-2013	24-Jun-2002	24-Apr-2003	05 Int.
STIMO	Australia	Registered	zoxamide	789661	789661	29-Mar-2009	29-Mar-1999	29-Mar-1999	05 Int.
STIMO	Bolivia	Registered	zoxamide	99213C	SM009104	03-May-2015	15-Jan-2004	03-May-2005	05 Int.
STIMO	Brazil	Registered	zoxamide	821566024	821566024	05-Nov-2012	20-Apr-1999	05-Nov-2002	05 Int.
STIMO	Chile	Registered	zoxamide	655857	571797	23-Jan-2013	25-Jun-2002	23-Jan-2003	05 Int.
STIMO	Colombia	Registered	zoxamide	223763	99037961	31-Jan-2010	17-Jun-1999	31-Jan-2000	05 Int.
STIMO	Indonesia	Registered	zoxamide	456385	D996334	22-Apr-2009	22-Apr-1999	05-Dec-2000	05 Int.
STIMO	Mexico	Registered	zoxamide	609916	369650	30-Mar-2009	30-Mar-1999	20-May-1999	05 Int.
STIMO	Poland	Registered	zoxamide	138858	Z200220	06-Apr-2009	08-Apr-1999	09-Apr-1999	05 Int.
STIMO	South Africa	Registered	zoxamide	199916242	9916242	03-Sep-2009	03-Sep-1999	19-Mar-1999	05 Int.
STIMO	Uruguay	Application	zoxamide		342067		27-Jun-2002		05 Int.
STIMOX	European Community	Registered	zoxamide	001200815	001200815	09-Jun-2009	09-Jun-1999	12-Jun-2001	01 Int., 05 Int.
UNIKAT	Poland	Registered	zoxamide	143464	Z207945	01-Oct-2009	01-Oct-1999	01-Oct-1999	05 Int.
WATER DROPLET DESIGN	European Community	Registered	zoxamide	3028354	3028354	30-Jan-2013	30-Jan-2003	07-Jun-2004	05 Int.
Z DESIGN	European Community	Application	zoxamide		3065604		13-Feb-2003		05 Int.
ZOXIUM	Algeria	Registered	zoxamide	58628	1101	25-Jun-2010	25-Jun-2000	25-Jun-2000	05 Int.
ZOXIUM	Australia	Registered	zoxamide	789662	789662	29-Mar-2009	29-Mar-1999	29-Mar-1999	05 Int.
ZOXIUM	Azerbaijan	Registered	zoxamide	20010251	20000285	23-May-2010	23-May-2000	19-Jun-2001	05 Int.
ZOXIUM	Belarus	Registered	zoxamide	15872	20000686	23-May-2010	23-May-2000	23-May-2000	05 Int.
ZOXIUM	Brazil	Application	zoxamide		821562576		15-Apr-1999		1, 50 Nat.
ZOXIUM	Bulgaria	Registered	zoxamide	39838	50073	17-May-2010	17-May-2000	07-May-2001	05 Int.
ZOXIUM	Czech Republic	Registered	zoxamide	235849	155422	16-May-2010	16-May-2000	27-Aug-2001	05 Int.
ZOXIUM	Egypt	Application	zoxamide		133726		11-Jun-2000		05 Int.
ZOXIUM	European Community	Registered	zoxamide	001112143	001112143	19-Mar-2009	19-Mar-1999	27-Aug-2001	01 Int., 05 Int.
ZOXIUM	Georgia	Registered	zoxamide	M13854	015252	29-May-2011	23-May-2000	29-May-2001	05 Int.

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TRADEMARK

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ZOXIUM	Hungary	Registered	zoxamide	168655	M0002366	02-May-2010	02-May-2000	02-May-2000	05 Int.
ZOXIUM	Indonesia	Registered	zoxamide	453974	D994293	24-Mar-2009	24-Mar-1999	02-Oct-2000	05 Int.
ZOXIUM	Kazakhstan	Registered	zoxamide	12108	15519	19-May-2010	19-May-2000	13-Jul-2001	05 Int.
ZOXIUM	Mexico	Registered	zoxamide	608693	369648	30-Mar-2009	30-Mar-1999	30-Apr-1999	05 Int.
ZOXIUM	Moldova	Registered	zoxamide	7981	009326	22-May-2010	22-May-2000	02-May-2001	05 Int.
ZOXIUM	Morocco	Registered	zoxamide	73958	381	26-Jun-2020	26-Jun-2000	26-Jun-2000	05 Int.
ZOXIUM	New Zealand	Registered	zoxamide	707101	707101	21-Jan-2014	21-Jan-2004	21-Jan-2004	05 Int.
ZOXIUM	Norway	Registered	zoxamide	206031	200005264	08-Dec-2010	04-May-2000	08-Dec-2000	05 Int.
ZOXIUM	Poland	Registered	zoxamide	138860	Z200222	08-Apr-2009	08-Apr-1999	08-Apr-1999	05 Int.
ZOXIUM	Romania	Registered	zoxamide	46605	M200002053	03-May-2010	03-May-2000	03-May-2000	05 Int.
ZOXIUM	Russian Federation	Registered	zoxamide	214897	2000711819	22-May-2010	22-May-2000	22-May-2000	05 Int.
ZOXIUM	Slovak Republic	Registered	zoxamide	196549	14442000	17-May-2010	17-May-2000	18-Sep-2001	05 Int.
ZOXIUM	Slovenia	Registered	zoxamide	200070816	Z200070816	16-May-2010	16-May-2000	20-Dec-2000	05 Int.
ZOXIUM	South Africa	Registered	zoxamide	200008154	200008154	02-May-2010	02-May-2000	02-May-2000	05 Int.
ZOXIUM	South Africa	Registered	zoxamide	9916241	9916241	03-Sep-2009	03-Sep-1999	19-Mar-1999	05 Int.
ZOXIUM	South Korea	Registered	zoxamide	466915	9910966	20-Mar-2010	07-Apr-1999	20-Mar-2000	05 Int.
ZOXIUM	Switzerland	Registered	zoxamide	477673	053282000	03-May-2010	03-May-2000	03-May-2000	05 Int.
ZOXIUM	Tangier	Registered	zoxamide	17810	17810	06-Jul-2020	06-Jul-2000	22-Sep-2000	05 Int.
ZOXIUM	Tunisia	Registered	zoxamide	EE001259	EE001259	23-Jun-2010	23-Jun-2000	23-Jun-2000	05 Int.
ZOXIUM	Turkey	Registered	zoxamide	200009281	200009281	16-May-2010	16-May-2000	16-May-2000	05 Int.
ZOXIUM	Ukraine	Registered	zoxamide	28061	2000052114	22-May-2010	22-May-2000	15-Nov-2002	05 Int.

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