

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Yara Phosyn Limited		01/12/2009	United Kingdom private limited company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Yara North America, Inc.		
<b>Street Address:</b>	100 N. Tampa Street		
<b>Internal Address:</b>	Suite 3200		
<b>City:</b>	Tampa		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33602		
<b>Entity Type:</b>	CORPORATION: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2680739	NUTRA-SPRAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(813)229-8901		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	813-229-8900		
<b>Email:</b>	ptomail@shutts.com		
<b>Correspondent Name:</b>	Joseph R. Englander		
<b>Address Line 1:</b>	100 S. Ashley Drive		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Tampa, FLORIDA 33602		
<b>ATTORNEY DOCKET NUMBER:</b>	26130.0027		
<b>NAME OF SUBMITTER:</b>	Joseph R. Englander		
<b>Signature:</b>	/joseph r. englander/		

OP \$40.00 2680739

Date:

01/13/2009

Total Attachments: 1

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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of the 12 day of JANUARY, 2009 (the "Effective Date"), by and between Yara North America, Inc., a Florida corporation ("Assignee"), and Yara Phosyn Limited, a United Kingdom private limited company ("Assignor");

WHEREAS, Assignor has adopted and used and is using the mark NUTRA-SPRAY which is the subject of U.S. Trademark Registration No. 2,680,739 (the "Mark") for plant food; plant nutrients for agricultural use; and

WHEREAS, Assignor is the owner of all right, title and interest in and to the Mark and wishes to assign all right, title and interest in and to the Mark to Assignee; and

WHEREAS, Assignee desires to acquire the Mark and the subject registration thereof, and wishes to accept such assignment.

NOW, THEREFORE, for good and valuable consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts all rights, title and interest in and to the Mark and the subject registration on a worldwide basis, including renewal rights therein, the exclusive right to enforce and obtain registrations on a worldwide basis in the sole name of the Assignee, its successors or assigns, together with the goodwill of the business associated with the Mark, along with the right to recover for damages and profits and other remedies for past infringements of the Mark.

IN WITNESS WHEREOF, the parties are duly authorized to and do hereby execute this Assignment as of the Effective Date.

**ASSIGNOR**

**ASSIGNEE**

YARA PHOSYN LIMITED

YARA NORTH AMERICA, INC.

By: *Adam A. Richardson*  
Name: ADAM A. RICHARDSON  
Title: BUSINESS MANAGER TRAVEL - NA

By: *William I. McFarlane*  
Name: William I. McFarlane  
Title: U.S. Premium Offerings