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TO: JULIA A. YUN COMPANY: 1170 PEACHTREE STREET, NE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.102/06/2009
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SUBMISSION TYPE:	NEW ASSIGNMENT																																						
NATURE OF CONVEYANCE:	SECURITY INTEREST																																						
CONVEYING PARTY DATA																																							
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>SIPCAM AGRO USA, INC.</td> <td></td> <td>12/03/2008</td> <td>CORPORATION; GEORGIA</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	SIPCAM AGRO USA, INC.		12/03/2008	CORPORATION; GEORGIA																												
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CORRESPONDENCE DATA																																							
Fax Number:	(404)952-6319																																						

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TO: JULIA A. YUN COMPANY: 1170 PEACHTREE STREET, NE

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-962-6419
 Email: jyun@millermartin.com
 Correspondent Name: Julla A. Yun
 Address Line 1: 1170 Peachtree Street, NE
 Address Line 2: Suite 800
 Address Line 4: Atlanta, GEORGIA 30309-7706

Fax : 404-962-6319

ATTORNEY DOCKET NUMBER:	95009-0002
NAME OF SUBMITTER:	Julia A. Yun
Signature:	/jay529/
Date:	02/06/2009

Total Attachments: 16

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TO: JULIA A. YUN COMPANY: 1170 PEACHTREE STREET, NE

TRADEMARK SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of December 3, 2008, between **SIPCAM AGRO USA, INC.**, a Georgia corporation, whose address is 300 Colonial Center Parkway, Suite 230, Roswell, Georgia 30076 ("Debtor") and **RBS BUSINESS CAPITAL**, a division of **RBS Asset Finance, Inc.** whose address is 100 Galleria Parkway, Suite 1100, Atlanta, Georgia 30339 ("Secured Party").

Debtor and Secured Party hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) **Terms Defined in Loan Agreement.** All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

(b) **Certain Defined Terms.** As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Loan Agreement" means that certain Loan and Security Agreement, dated as of the date hereof, among Debtor, Advan, LLC and Secured Party.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Georgia.

(c) **Terms Defined in UCC.** Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) **Construction.** In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Loan Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) **Grant of Security Interest.** As security for the payment and performance of the Obligations, Debtor hereby grants to Secured Party a security interest in, and a mortgage upon, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

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(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Loan Agreement.

This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Loan Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties.

Debtor represents and warrants to Secured Party that:

(a) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications owned by Debtor, in whole or in part, is set forth in Schedule A.

TO: JULIA A. YUN COMPANY: 1170 PEACHTREE STREET, NE

SECTION 5. Further Acts.

On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

SECTION 6. Authorization to Supplement.

If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party to modify this Agreement by amending Schedule A to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

SECTION 7. Binding Effect.

This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Agreement.

SECTION 8. Governing Law.

This Agreement shall be governed by, and construed in accordance with, the law of the State of Georgia, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than the State of Georgia.

SECTION 9. Entire Agreement; Amendment.

This Agreement, together with the Loan Agreement and the Other Agreements, and the Exhibits and the Schedules hereto and thereto, contains the entire agreement of the parties with

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respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement.

SECTION 10. Counterparts.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11. Termination.

Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

SECTION 12. No Inconsistent Requirements.

Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. Severability.

If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

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SECTION 14. Notices.

All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

[Remainder of page intentionally left blank.]

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

SIPCAM AGRO USA, INC., a Georgia corporation

By: *Keith A. Daniel*
Name: *Keith A. Daniel*
Title: *Vice President / CFO*

^{Capital}
RBS BUSINESS CREDIT, a division of RBS Asset Finance, Inc.

By: *Todd Pacifico*
Name: *Todd Pacifico*
Title: *Vice President*

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SCHEDULE A
to the Trademark Security Agreement

Please see attached pages.

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TO: JULIA A. YUN COMPANY: 1170 PEACHTREE STREET, NE

**Active Trademarks owned by Sipcam Agro USA, Inc. and
Sostrum Corporation**

Mark	Country	Status	Appl. Date	Appl. No.	Reg. No.	Reg. Date	Next Deadline
CLORTRAM	Canada	Registered	10/20/2003	1,194,034	TM44016488	07/14/2004	07/14/2014 Renewed due
Our Ref	06816 0018 00 131	Class 5	Goods/Services:	Fungicides and malachites for industrial use and domestic use, in Class 5.			
Owner of Record: Sostrum Corporation							
ECHO 720	Colombia	Registered	07/02/2000	00049104	298082	07/22/01	08/20/11 Renewed due
Our Ref	06816 0024 00 140	Class 5	Goods/Services:	Fungicides and pesticides, in Class 5.			
Owner of Record: Sipcam Agro USA, Inc.							
ECHO	Costa Rica	Registered	4/17/1995	1985-2387	93028	10/30/1996	10/30/2015 Renewed due
Our Ref	06816 0087 00 141	Class 1	Goods/Services:	Chloralinal, and in general chemical products used in agriculture, horticulture, forestry and fertilizers, in Class 1.			
Owner of Record: Sipcam Agro USA, Inc.							
ECHO	Costa Rica	Registered	4/17/1995	1985-2388	93038	07/13/1996	07/13/2015 Renewed due
Our Ref	06816 0002 00 141	Class 5	Goods/Services:	Fungicides, chloralinal and in general preparations to destroy weeds and harmful animals.			
Owner of Record: Sipcam Agro USA, Inc.							

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Mark	Country	Status	Appl. Date	Appl. No.	Reg. No.	Reg. Date	Next Deadline
ECHO	Dominican Republic	Registered	8/20/2000	200003301	115237	8/30/2000	8/30/2010 Renewal due
		Class 5		Goods/Services: Fungicides and pesticides, in Class 5.			
<i>Owner of Record: Sipcam Agro USA, Inc.</i>							
EDO	El Salvador	Registered	12/21/1998	20199	123	8/2/2002	8/2/2012 Renewal due
		Class 5		Goods/Services: Fungicides and pesticides, in Class 5.			
<i>Owner of Record: Sipcam Agro USA, Inc.</i>							
CLORTRAM	European Community	Registered	10/18/2003	003994956	003994956	2/11/2006	10/6/2013 Renewal due
		Class 1, 2, 5		Goods/Services: Chemicals used in agriculture, horticulture, forestry, and industry; chemical substances used as preservatives in the manufacture of paints, coatings, adhesives, grouts, caulking, and other chemicals, in Class 1; Paints, varnishes, and lacquers, in Class 2; and Fungicides and mildewicides; fungicides and mildewicides for agriculture, domestic, and industrial use, in Class 5.			
		Class 5		Goods/Services: Fungicides and pesticides, in Class 5.			
<i>Owner of Record: Southern Corporation</i>							

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Mark	Quantity	Status	Appl. Data	Appl. No.	Reg. No.	Reg. Date	Next Deadline
ECHO	Herbicide	Registered		267206	64064	1/11/1998	1/11/2016 Renewal due
Our Ref	06316 0013 00 179	Class 5	Goods/Services:	Pharmaceutical, veterinary, and hygienic products; dietary substances for medical use; baby foods; emulsion, material for treatment (epithelial); pills for teeth and dentures; disinfectants; products for pest control; fungicides; herbicides, in Class 5.			
Owner of Record: Sipcam Agro USA, Inc.							
ECO	Herbicide	Registered		267305	64068	1/11/1998	1/11/2016 Renewal due
Our Ref	06316 0013 00 179	Class 5	Goods/Services:	Pharmaceutical, veterinary, and hygienic products; dietary substances for medical use; baby foods; emulsion, material for treatment (epithelial); pills for teeth and dentures; disinfectants; products for pest control; fungicides; herbicides, in Class 5.			
Owner of Record: Sipcam Agro USA, Inc.							
CLOTRIAM	Mixico	Registered		10132003	624100	11/14/2003	10/13/2013 Renewal due
Our Ref	06316 0016 00 223	Class 6	Goods/Services:	Fungicides and miticides for industrial and domestic use, in Class 5.			
Owner of Record: Sosttram Corporation							
PROTRAM	Mixico	Registered		17302001	607740	4/30/2001	1/30/2011 Renewal due
Our Ref	06316 0016 00 223	Class 5	Goods/Services:	Fungicides and miticides, in Class 5.			
Owner of Record: Sosttram Corporation							

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Mark	Country	Status	App. Date	App. No.	Reg. No.	Reg. Date	Next Deadline
ECC	Nicaragua	Registered	2/1/1988	88-00258	45,487	12/5/2000	12/5/2010 Renewal due
<i>Over Ref</i> 06816 0013 00 229 Class 5 Goods/Services: Fungicides and pesticides, in Class 5.							
<i>Owner of Record:</i> Sotram Corporation							
ECC	Panama	Registered	12/28/1988	887987	87,887	12/28/1988	12/28/2018 Renewal due
<i>Over Ref</i> 06816 0013 00 237 Class 5 Goods/Services: Fungicides and pesticides, in Class 5.							
<i>Owner of Record:</i> Sipram Agro USA, Inc.							
ECHO	Philippines	Registered	5/21/2003	4-3003-0007881	4-2003-007881	7/30/2009	7/21/2018 Renewal due
<i>Over Ref</i> 06816 0002 80 240 Class 5 Goods/Services: Fungicides and pesticides, in Class 5.							
<i>Owner of Record:</i> Sipram Agro USA, Inc.							
BICTRAM	USA	Registered	10/31/1998	75068-200	2,456,377	5/28/2001	5/28/2011 Renewal due
<i>Over Ref</i> 06816 0012 00 000 Class 1 Goods/Services: Chemical substances used as preservatives in the manufacture of, or as a post-manufacture additive for, paints, coatings, adhesives, grouts, caulking, and other chemicals, in Class 1.							
<i>Owner of Record:</i> Sotram Corporation							

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<i>Mark</i>	<i>Country</i>	<i>Status</i>	<i>Appl. No.</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Next Deadline</i>
BOR-TRAM	USA	Registered	8/14/2007 7/200,802	3,452,414	8/24/2008	8/24/2014 Declaration of Use due
<i>Owner of Record:</i> Sostrom Corporation						
<i>Our Ref</i>	06816 0108 00 000	Class 5	<i>Goods/Services:</i> Termiticides and fungicides, in Class 6.			
CAVALCADE	USA	Registered	12/2/2008 76562,685	2,834,453	3/22/2009	3/22/2011 Declaration of Use due
<i>Owner of Record:</i> Siposm Agro USA, Inc.						
<i>Our Ref</i>	06816 0052 00 000	Class 5	<i>Goods/Services:</i> Pesticides for domestic and commercial use, in Class 5.			
CLORTRAM	USA	Registered	8/29/2001 76278,767	2,780,778	8/8/2008	8/8/2008 Declaration of Use due
<i>Owner of Record:</i> Sostrom Corporation						
<i>Our Ref</i>	06816 0016 00 000	Class 5	<i>Goods/Services:</i> Fungicides and miticides for industrial and domestic use, in Class 5.			
WOLD-TRAM	USA	Registered	4/15/2005 78509,878	5,118,498	7/18/2008	7/18/2012 Declaration of Use due
<i>Owner of Record:</i> Sostrom Corporation						
<i>Our Ref</i>	06816 0077 00 000	Class 5	<i>Goods/Services:</i> Fungicides, in Class 5.			

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Mark	Country	Status	Appl. Date	Appl. No.	Reg. No.	Reg. Date	Next Deadline
MUSCLE	USA	Registered	7/9/2004	78449,958	3,180,077	10/17/2008	10/17/2012 Declaration of Use due
<i>Owner of Record:</i> Sipram Agro USA, Inc.							
		Class 5	Goods/Services:	Pesticides for agricultural use, in Class 5.			
ODOR HUNTER	USA	Registered	12/4/2006	77,886,466	3,450,176	09/17/2008	09/17/2014 Declaration of Use due
<i>Owner of Record:</i> Sipram Agro USA, Inc.							
		Class 6	Goods/Services:	Air deodorizers; deodorizing products, namely, all purpose deodorizing preparations for commercial and industrial use, in Class 6.			
PROPENSITY	USA	Registered	3/23/2006	76,666,720	3,046,199	1/17/2008	1/17/2012 Declaration of Use due
<i>Owner of Record:</i> Sipram Agro USA, Inc.							
		Class 5	Goods/Services:	Fungicides, in Class 5.			
PROTRAM	USA	Registered	3/4/1998	75,883,760	2,543,114	11/27/2001	11/27/2011 Renewal due
<i>Owner of Record:</i> Sipram Agro USA, Inc.							
		Class 5	Goods/Services:	Fungicides and miticides for agricultural and domestic use, in Class 5.			

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Mark	Country	Status	Appl. Date	Appl. No.	Reg. No.	Reg. Date	Next Deadline
RE-ME-DB	USA	Pending	09/20/07	77847,798			
Our Ref	08318 0118 00 000	Class 1	Goods/Services:	Chemicals for removing mold, mildew and algae, in Class 1.			
Owner of Record: Sotnam Corporation							
BIN-TROL	USA	Registered	07/27/86	754075,884	2,033,086	1/28/1987	1/28/2017 Renewal due
Our Ref	08816 0003 00 000	Class 5	Goods/Services:	Pesticides for agricultural, turf, and ornamental applications, in Class 5.			
Owner of Record: Sipcam Agro USA, Inc.							
SOBTRAM	USA	Registered	02/25/85	73807,887	1,486,811	12/1/85	12/1/2017 Renewal due
Our Ref	08318 0050 00 000	Class 5	Goods/Services:	Herbicides and fungicides, in Class 5.			
Owner of Record: Sipcam Agro USA, Inc.							
STALLWART	USA	Registered	1/31/2008	76486,450	2,904,346	10/19/2004	10/19/2010 Declaration of Use due
Our Ref	08318 0028 00 000	Class 5	Goods/Services:	Pesticides for agricultural use, in Class 5.			
Owner of Record: Sipcam Agro USA, Inc.							

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TO: JULIA A. YUN COMPANY: 1170 PEACHTREE STREET, NE

Mark	Country	Status	App. Date	App. No.	Reg. No.	Reg. Date	Next Deadline
TEE-OFF	USA	Registered	8/7/2008	78595-594	8,172,782	11/21/2008	11/21/2012 Declaration of Use due
Our Ref: 06816 0044 00 000 Class 5 Goods/Services: Fungicides for commercial/industrial use, in Class 5.							
Owner of Record: Sipcam Agro USA, Inc.							
TEGRAM	USA	Registered	1/9/2002	78564-810	2,948,690	5/10/2005	5/10/2011 Declaration of Use due
Our Ref: 06816 0021 00 000 Class 5 Goods/Services: Pesticides, fungicides, and herbicides for agricultural and commercial use, in Class 5.							
Owner of Record: Sustain Corporation							
TERMINAL	USA	Pending/Published	8/14/2006	78461-258			5/22/2009 Statement of Use due
Our Ref: 06816 0088 00 000 Class 5 Goods/Services: Pesticides, in Class 5.							
Owner of Record: Sipcam Agro USA, Inc.							
THWART	USA	Pending/Published	7/17/2006	78461-061			5/22/2009 Statement of Use due
Our Ref: 06816 0084 00 000 Class 5 Goods/Services: Pesticides, in Class 5.							
Owner of Record: Sipcam Agro USA, Inc.							

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Friday, January 23, 2009

TO: JULIA A. YUN COMPANY: 1170 PEACHTREE STREET, NE

Mark	Country	Status	Appl. Date	Appl. No.	Reg. No.	Reg. Date	Next Deadline
TORRENT	USA	Registered	7/17/2008	78661,047	3,368,407	8/11/2008	3/11/2014 Declaration of Use due
<i>Owner of Record:</i> Siposm Agro USA Inc. <i>Class:</i> 5 <i>Goods/Services:</i> Pesticides, In Class 5.							
ULTRA TIV	USA	Pending	11/5/2008	77605,263			
<i>Owner of Record:</i> Siposm Agro USA, Inc. <i>Class:</i> 5 <i>Goods/Services:</i> Fungicides for agricultural use, In Class 5							
ECHO	Venezuela	Registered	6/19/2000	10790-00	243801	12/30/2002	12/30/2012 Renewal due
<i>Owner of Record:</i> Bostman Corporation <i>Class:</i> 5 <i>Goods/Services:</i> Fungicides and pesticides, In Class 5.							

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Friday, January 23, 2009