

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Western Plant Breeders, Inc.		07/13/2009	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	Monsanto Technology, LLC		
Street Address:	800 N. Lindbergh Blvd.		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63167		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3508592	HEART BALANCE	
Serial Number:	77407530	BGLIFE	
CORRESPONDENCE DATA			
Fax Number:	(314)259-2020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3142592390		
Email:	jbsurber@bryancave.com		
Correspondent Name:	James Surber		
Address Line 1:	211 North Broadway		
Address Line 2:	Suite 3600		
Address Line 4:	St. Louis, MISSOURI 63102		
NAME OF SUBMITTER:	James Surber		
Signature:	/James Surber/		
Date:	07/17/2009		

CH \$65.00 3508592

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement"), dated as of July 13, 2009, is by and among Western Plant Breeders, Inc., an Arizona corporation (the "Assignor"), and Monsanto Technology, LLC ("Assignee"), a Delaware limited liability company and wholly owned subsidiary of Monsanto Company, a Delaware corporation ("Monsanto").

RECITALS

WHEREAS, Assignor operates an ongoing and existing business and owns, has adopted, uses, intends to use and is using the service marks and/or trademarks identified in Exhibit A, attached hereto, and owns other transferable rights including, without limitation, the applications and registrations listed therein and the goodwill of the business associated therewith (collectively, the "Marks");

WHEREAS, Assignor and Monsanto are parties to that certain Asset Purchase Agreement by and among Assignor, WestBred, LLC, an Arizona limited liability company, Barkley Seed, Inc., an Arizona corporation, Barkley AG Enterprises, L.L.P., an Arizona limited liability partnership, The BRK Trust dated August 1, 2007, Robert K. Barkley and Monsanto, dated as of July 13, 2009 (the "Purchase Agreement"), pursuant to which Assignor has agreed to contribute, sell, grant, convey, transfer and assign to Monsanto and Monsanto has agreed to purchase from Assignor the Purchased Assets (as defined in the Purchase Agreement), which include the entire business and assets to which the Marks relate;

WHEREAS, nothing in this Agreement shall modify or otherwise affect any provision of the Purchase Agreement or affect the rights of the parties under the Purchase Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control;

WHEREAS, in accordance with the Purchase Agreement, Monsanto has designated its rights to acquire the Marks to Assignee; and

WHEREAS, Assignor and Assignee wish to enter into this Agreement for the sole purpose of confirming and memorializing the terms of the Purchase Agreement, which are not confidential, proprietary and/or trade secrets of either party, and making said terms of record in the office of any state trademark authority, the United States Patent & Trademark Office and the office of any applicable foreign trademark authority.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), the recitals, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Assignment**. Assignor, does hereby sell, assign, and transfer to Assignee, its successors and assigns, the entire right, title, and interest in, to and under the Marks and all applications and registrations therefore (including, but not limited to, those set forth in Exhibit A), together with any and all of the goodwill of the business symbolized by and associated with said Marks, and all past, present and future income, royalties, fees, damages, and payments now or hereafter due or

payable in respect thereto, and in and to any and all past, present and future causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of the Marks.

2. Miscellaneous. Assignor hereby agrees to execute, acknowledge and deliver, at the expense of Assignee, any and all documents as Assignee, in its discretion, deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Marks, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks.

[Remainder of page intentionally left blank; signature page follows.]

WHEREFORE, Assignor and Assignee have caused this Assignment to be duly executed below, on the date indicated above, by each party's duly authorized officer.

WESTERN PLANT BREEDERS, INC.

By: 

Name: Robert K. Barkley

Title: Chairman

MONSANTO TECHNOLOGY, LLC

By: _____

Name: _____

Title: _____

WHEREFORE, Assignor and Assignee have caused this Assignment to be duly executed below, on the date indicated above, by each party's duly authorized officer.

WESTERN PLANT BREEDERS, INC.

By: _____

Name: _____

Title: _____

MONSANTO TECHNOLOGY, LLC

By:  _____

Name: Geoffrey Keyes

Title: Authorized Representative

EXHIBIT A

U.S. Federal Trademark Applications & Registrations

Trademark Registration No. 3,508,592 for HEART BALANCE

Trademark Application Serial No. 77/407,530 for BGLIFE

Japanese Trademark Registration No. 2008-036308 for BG LIFE

Common Law Trademarks

WESTERN PLANT BREEDERS