

**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>
WestBred, LLC		07/13/2009	LIMITED LIABILITY COMPANY: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Monsanto Technology, LLC		
<b>Street Address:</b>	800 N. Lindbergh Blvd.		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63167		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77504622	SUSTAINABLE GRAIN	
<b>Registration Number:</b>	1079036	WESTBRED	
<b>Registration Number:</b>	2380122	SELECT FIBER BARLEY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(314)259-2020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3142592390		
<b>Email:</b>	jbsurber@bryancave.com		
<b>Correspondent Name:</b>	James Surber		
<b>Address Line 1:</b>	211 North Broadway		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63102		
<b>NAME OF SUBMITTER:</b>	James Surber		
<b>Signature:</b>	/James Surber/		

CH \$90.00 77504622

Date:

07/17/2009

**Total Attachments: 11**

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**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (the "Agreement"), dated as of July 13, 2009, is by and between WestBred, LLC, an Arizona limited liability company ("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, Western Plant Breeders, Inc., an Arizona corporation, The BRK Trust dated August 1, 2007, Barkley Seed, Inc., an Arizona corporation, Barkley AG Enterprises, L.L.P., an Arizona limited liability partnership, 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 certain of 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.

**WESTBRED, LLC**

By: Robert K. Barkley

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.

**WESTBRED, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MONSANTO TECHNOLOGY, LLC**

By:  \_\_\_\_\_

Name: Geoffrey Keyes

Title: Authorized Representative

**EXHIBIT A**

**U.S. Federal Trademark Applications & Registrations**

Trademark App. Serial No. 77504622 for SUSTAINABLE GRAIN

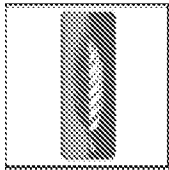
Trademark Registration No. 1,079,036 for WESTBRED

Trademark Registration No. 2,380,122 for SELECT FIBER BARLEY

**Common Law Trademarks**

WESTBRED

WESTBRED (& Design)



CHAMPION

DILLON

ENDURO

HB803

MCLEOD

MERLIN

STOCKFORD

XENA

PRONGHORN

SALUTE

CHAMPION

YU559-012

BZ493-46-E

ARMOR

W2\*425

GUS

RELIANCE

WB 1000D

AIM

WB 906R

WB 803

WB 881

WB 911

WB 501

COLUMBIA

WB GUSTOE

CHALLENGER

APEX 83

BIGHORN

WB BARCOTT

WB TURBO

WB LAKER

FIESTA

WAXBAR

BAKER



IMPERIAL

WB 883

SPRINTER

EXPRESS

WB MEDALLION

BARONESSE

WESTFORD

CELSIA

ARUBA

BROOKS

CORTEZ

KOFA

MERLIN

FERGUS

VANNA

WB 936

BORDER

NUWEST

COLUSA

CUYAMA

NEBULA

KENDALL

WB470

MORGAN

MOHAWK

TACNA

SHARPSHOOTER

ENHANCER

COSSACK

ZEKE

CONAN

XENA

PRISTINE

HANK

JERSEY

MERESSE

GRANITE

KEYSTONE

CDC FALCON

ELDON

ORITA

ALAMO

CHALLIS

ABOVE

BESTFORD

PRYOR

ALZADA

MOHLER

TRIPLE IV

NICK

PRIMO DORO

SANTA FE

WAXY-PEN

TROOPER

LEDGER

GRANDE DORO

SNOW CREST

HYALITE

PR 1404

WB-528

EDDY

RUSH

BYNUM

NORRIS

HAVASU

JOAQUIN

SOLANO

DASH 12

CHICO

COCHISE

BIGG RED

SHOCKER

SMOKY HILL

KEOTA

AGAWAM

CORBIN

WAIKEA

STOCKFORD

RWA1758

CDC BUTEO

EXPRESSO

SAMSON

BLADE

ASPEN

WINTERHAWK

STRONFIELD

VANTAGE

SALUTE

JEDD

CHAMPION

CARTER

TILLER

GOLIATH

BREAKER

WB 1020M

PACHECO

VOLT