

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
Yoder Brothers, Inc.		12/10/2008	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Syngenta Crop Protection AG		
Street Address:	Schwarwaldallee 215		
City:	Basel		
State/Country:	SWITZERLAND		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1743422	FLEURETTES BY YODER	
Registration Number:	1493408	SOMETHING BETTER TO GROW ON	
Registration Number:	1566246	PROPHETS	
Registration Number:	0925735	YODER	
CORRESPONDENCE DATA			
Fax Number:	(336)632-2012		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	336-632-6049		
Email:	susan.keefer@syngenta.com		
Correspondent Name:	Rebecca Howard		
Address Line 1:	410 Swing Road		
Address Line 4:	Greensboro, NORTH CAROLINA 27409		
ATTORNEY DOCKET NUMBER:	YODER		
DOMESTIC REPRESENTATIVE			
Name:	Rebecca Howard		

OP \$1115.00 1743422

900143379

**TRADEMARK
 REEL: 004063 FRAME: 0130**

Address Line 1: 410 Swing Road
Address Line 4: Greensboro, NORTH CAROLINA 27409

NAME OF SUBMITTER:	Rebecca Howard
Signature:	/REBECCA HOWARD/
Date:	09/17/2009

Total Attachments: 9
source=Yoder#page1.tif
source=Yoder#page2.tif
source=Yoder#page3.tif
source=Yoder#page4.tif
source=Yoder#page5.tif
source=Yoder#page6.tif
source=Yoder#page7.tif
source=Yoder#page8.tif
source=Yoder#page9.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of the 12th day of December, 2008, by and between SYNGENTA CROP PROTECTION AG, a corporation organized under the laws of Switzerland ("Assignee") and YODER BROTHERS, INC., a corporation organized under the laws of Ohio ("Seller"), RAIFLEUR B.V., a corporation organized under the laws of the Netherlands ("Raifleur"), and INTERHORT B.V., a corporation organized under the laws of the Netherlands ("Interhort") and, collectively with Seller and Raifleur, "Assignors").

WHEREAS, Assignors are the respective owners of all right, title, and interest in and to: (1) all U.S. trademarks and trademark applications listed on the attached Exhibit A; and (2) all foreign trademarks and trademark applications listed on the attached Exhibit B and incorporated by reference into this Agreement (collectively, the "Trademarks");

WHEREAS, Syngenta Flowers, Inc., a corporation organized under the laws of Florida ("Purchaser"), and Seller have entered into that certain Asset Purchase Agreement dated as of October 28, 2008 (the "Purchase Agreement"; capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement), pursuant to which Seller has agreed to sell or to cause Raifleur and Interhort to sell, as applicable, and Purchaser has agreed to purchase the Transferred Intellectual Property, which includes the Trademarks;

WHEREAS, Purchaser has assigned certain of its rights under the Purchase Agreement to Assignee; and

WHEREAS, Assignors desire to assign all of their respective right, title and interest in the Trademarks to Assignee and Assignee desires to acquire all of Assignors' right, title and interest in, to and under the Trademarks, together with the goodwill of the Business in connection with which the Trademarks are used.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby sell, assign, transfer and set over to Assignee, or its designee, its successors, legal representatives and assigns, all of Assignors' right, title and interest in and to the Trademarks together with the goodwill of the Business associated with said Trademarks and registrations thereof, including any rights under common law, and which include the Trademarks alone or in combination with other words, figures, designs or indicia, including any rights, title and interest as service marks, trademarks, trade names and all common law rights connected therewith, together with the goodwill of the Business with respect to which the Trademarks or any such other marks or names have been used and/or registered and all claims, proceeds and causes of action relating to past, present or future infringement of said Trademarks or said other marks or names.

Assignors hereby request the Commissioner of Patents and Trademarks to record Assignee, or its designee, as assignee and owner of any and all of Assignors' right in the Trademarks and to issue to Assignee any and all trademark registrations and service mark

registrations resulting from said trademark applications and service mark applications, or any renewals of said registrations.

Assignors agree to execute and deliver at a future date, for no additional consideration any additional documents that the Assignee reasonably determines are required to reflect the Assignee's, or its designee's, ownership of the Trademarks anywhere in the world, provided that Assignor will not be required to pay for the preparation of or any filing fees associated with the additional documents.

Assignors will assist in obtaining or providing any further documents which may be required to confirm chain or title thereto.

This Assignment may be signed in counterparts, each of which shall be deemed an original, but together shall constitute a single instrument.

This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided that no assignment of any rights or obligations shall be made by Seller without the written consent of Purchaser or by Purchaser without the written consent of Seller, except that Purchaser may assign all or any part of its rights and obligations hereunder without such consent to any Affiliate of Purchaser.

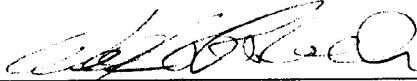
This Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of New York without giving effect to the principles of conflicts of law thereof. Schedule A hereto contains provisions regarding the dispute resolution procedures that govern this Assignment.

[signature page to follow]

In witness of this assignment, authorized representatives of Assignor and Assignee have executed this Assignment as of the date first written above.

Assignor:

YODER BROTHERS, INC.

By: 

Name: William G. Rasbach

Title: President and CEO


STATE OF Florida)
) SS.
COUNTY OF Lee)

Before me, the undersigned, a notary public, on this day personally appeared William G. Rasbach, known to me to be the person and officer who signed the foregoing instrument, and acknowledged to me his signing was the act of Yoder Brothers, Inc., an Ohio corporation, and that he signed as the act of such corporation, for the purposes and consideration expressed therein, and in the capacity therein stated.

Given under my hand and seal of office on this 10 day of December, 2008.



Mercedes Charneco
Commission # DD586785
Expires: AUG. 20, 2010
www.AARONNOTARY.com


Notary Public Signature
My Commission Expires: 8/20/10

Assignee:

SYNGENTA CROP PROTECTION AG

By: 

Name: Dr. Tobias Meili

Title: Head Corporate Legal Affairs

By: 

Name: Daniel Michaelis

Title: Senior Corporate Counsel


STATE OF Switzerland

)SS.

COUNTY OF Basel City

Before me, the undersigned, a notary public, on this day personally appeared Daniel Michaelis and Tobias Meili, each known to me to be the person and officer who signed the foregoing instrument, and acknowledged to me their signing was the act of Syngenta Crop Protection AG, a Swiss corporation, and that each signed as the act of such corporation, for the purposes and consideration expressed therein, and in the capacity therein stated.

Given under my hand and seal of office on this 14th day of December, 2008.


Notary Public Signature

My Commission Expires: _____

EXHIBIT A

U.S. Trademarks and Trademark Applications

NAME	APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NUMBER	REGISTRATION DATE
FLEURETTES BY YODER	74/135813	2/4/1991	1743422	12/29/1992
SOMETHING BETTER TO GROW ON	73/679557	8/20/1987	1493408	6/21/1988
PROPHETS	73/778677	2/3/1989	1566246	11/14/1989
YODER	72/360660	5/25/1970	925735	12/21/1971

EXHIBIT B

Non-U.S. Trademarks and Trademark Applications

JURISDICTION	MARK	REGISTRATION NUMBER
BENELUX	GARDEN MUMS	627759
OMPI	YODER	439645
INTERNATIONAL	YODER	439645

SCHEDULE A

Dispute Resolution

[See Tab 1A]