

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
Goldsmith Seeds, Inc.		12/21/2009	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Syngenta Crop Protection AG
Street Address:	Schwarzwaldallee 215
City:	Basel
State/Country:	SWITZERLAND
Postal Code:	CH-4058
Entity Type:	CORPORATION: SWITZERLAND

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2089173	AMERICANA
Registration Number:	3335061	BADA BING
Registration Number:	3335062	BADA BOOM
Serial Number:	77287961	BENCHMARK
Registration Number:	3395419	CORA
Registration Number:	2089172	ECLIPSE
Serial Number:	77314120	ECO
Registration Number:	2119259	FREESTYLE
Registration Number:	3401729	JESTER
Serial Number:	77395024	MAMMOTH
Registration Number:	3386853	ORION
Registration Number:	3409817	SEASONAL SOLUTIONS
Registration Number:	3217178	SILHOUETTE
Registration Number:	3370844	TUSCANY

OP \$390.00 2089173

Registration Number:

3302430

EZ COMBOS

CORRESPONDENCE DATA

Fax Number: (336)632-2012

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

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:

GOLDSMITH

DOMESTIC REPRESENTATIVE

Name: Rebecca Howard

Address Line 1: 410 Swing Road

Address Line 4: Greensboro, NORTH CAROLINA 27409

NAME OF SUBMITTER:

Rebecca Howard

Signature:

/REBECCA HOWARD/

Date:

04/26/2010

Total Attachments: 4

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Assignment Agreement

THIS ASSIGNMENT AGREEMENT ("Agreement") is made as of the Effective Date (as defined below) between

- (1) **Goldsmith Seeds, Inc.**, a company duly organized and registered under the laws of California, having its registered offices at 2280 Hecker Pass Highway, CA 95020 Gilroy, United States of America (hereinafter "Assignor") and
- (2) **Syngenta Crop Protection AG**, a company duly organized and existing under the laws of Switzerland, having its registered offices at Schwarzwaldallee 215, 4058 Basel, Switzerland, (hereinafter "Assignee").

WHEREAS:

Assignee has received the beneficial ownership of certain IP Rights as per November 19th, 2008 through a separate Agreement and Assignor is herewith assigning legal title to these IP Rights to Assignee with an assignment effective date as of January 1st, 2009 ("Effective Date").

NOW IT IS AGREED as follows:

1. DEFINITIONS

In this Agreement unless the context otherwise requires:

"IP Rights" means all of the Assignor's utility and plant patents, plant variety protection rights, applications thereof and rights to file applications thereof (including all divisional applications, continuations and continuations in part) and other rights and interests (including through contracts with third parties), inventions, proprietary information, research and development results, technologies, scientific, technical, engineering data and literature, formulae and all other know-how in and to flowers, plants, lines and varieties, as well as in and to non-crop specific technologies of any sort, as further specified in Annex 1 to this Agreement.

2. ASSIGNMENT

The Assignor HEREBY ASSIGNS to the Assignee and free from all liens, charges, security, licences and other encumbrances whatsoever title to the IP Rights, including all rights, powers, liberties, immunities and advantages attaching to them.

3. FURTHER ASSURANCE

The Assignor HEREBY COVENANTS with the Assignee that the Assignor will:

- 3.1 execute any document or do any act or thing which may be reasonably necessary under the law of any country for completing the transfer to the Assignee of legal title to the IP Rights assigned

by Clause 2 above, including without limitation entering into any confirmatory documentation as the Assignee may reasonable require to promptly register the rights assigned herein on all the appropriate registers or otherwise enjoy the full benefit of the property and rights hereby assigned;

- 3.2 at the request of the Assignee, at its own expense, send to the Assignee by courier, as soon as reasonably practicable, a complete copy of the Assignor's prosecution file for each of the IP Rights;
- 3.3 instruct its agents, as of the Effective Date, to direct all correspondence regarding the IP Rights to the Assignee.

4. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Switzerland, and the parties hereby submit to the exclusive jurisdiction of the competent Courts of Basel-Stadt.

IN WITNESS WHEREOF, the Parties have executed this Assignment in duplicate originals by their duly authorized representatives.

Goldsmith Seeds, Inc.



Date:

12/12/09

Date:

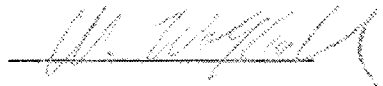
Syngenta Crop Protection AG



Michael T. Szabó
Legal Counsel Seeds

Date:

2012.09



Martin Wolfhard
Legal Counsel Seeds

Date:

Annex 1

IP Rights:

See attached Schedule

