

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
Syngenta Crop Protection AG		02/28/2010	CORPORATION: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Syngenta Participations AG		
Street Address:	Schwarzwaldallee 215		
City:	Basel		
State/Country:	SWITZERLAND		
Postal Code:	CH4058		
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:	3302430	EZ COMBOS	
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	

OP \$390.00 2089173

Registration Number:

3370844

TUSCANY

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:

04/28/2010

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) **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 "Assignor") and
- (2) **Syngenta Participations 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:

Assignor has acquired certain intellectual property rights with effect as of January 1st, 2009 as per separate Agreement and Assignor is herewith assigning legal title to certain utility patents and trademarks to Assignee with an assignment effective date as of January 1st, 2010 ("Effective Date").

NOW IT IS AGREED as follows:

1. DEFINITIONS

In this Agreement unless the context otherwise requires:

"IP Rights" means assignor's utility patents, 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 and Trademarks, as listed 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;

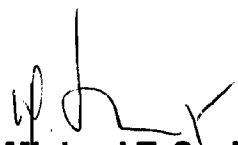
- 3.2 at the request of the Assignee, at its own expense, send to the Assignee by courier, as soon as reasonably practicable, a complete copy of the Assignor's prosecution file for each of the IP Rights;
- 3.3 instruct its agents, as of the Effective Date, to direct all correspondence regarding the IP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

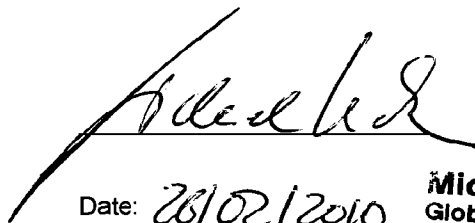
Syngenta Crop Protection AG


Michael T. Szabó
Legal Counsel Seeds
Date: 10.2.10


Dirk Seidel
Legal Counsel Seeds
Date: 11.2.2010

Syngenta Participations AG


Antoine Kuntschen
Senior Group Tax Manager
Date: 17/2/2010


Michael Kock
Global Head IP
Seeds and Biotechnology
Date: 20/02/2010

Annex 1

Utility Patents

Syn. Ref.	Family	Assignor	Priority Applications	Family members
72250	US5969219	Resource Seeds, Inc. / Syngenta Crop Protection AG	US75986796A	US 5969219A
			US75986796A	CA 2223351A
72251	US 7307202B2	Resource Seeds, Inc. / Syngenta Crop Protection AG	US 23628805A	US 7307202B2
72245	US5491285	Goldsmith Seeds, Inc. / Syngenta Crop Protection AG	US 9500730W/ US 18431994A	AU 1683895A
			US 9500730W/ US 18431994A	EP 0740504B1*
			US 9500730W/ US 18431994A	JP 9508022T
			US 18431994A	JP 2006087437A
			US 18431994A	MX 9500570A
			US 18431994A	US 5491285A
72246	US5523520	Goldsmith Seeds, Inc. / Syngenta Crop Protection AG	US 9507346W/ US 26548394A	AU 2822195A
			US 9507346W/ US 26548394A	EP 0719080B1*
			US 26548394A	US 5523520A
72247	US6150591	Goldsmith Seeds, Inc. / Syngenta Crop Protection AG	US 16536398A	US 6150591A
72248	US6166306	Goldsmith Seeds, Inc. / Syngenta Crop Protection AG	US 17694998A	US 6166306A
			US 17694998A	JP 2000125683A
72249	US6586663	Goldsmith Seeds, Inc. / Syngenta Crop Protection AG	US 96428101A	US 6586663B2

Trademarks

Name	U.S. App# or Ser# Trademark	Assignor	CA Trademark	CA Tr. Owner
Americana	Reg. No. 2,089,173	Goldsmith Seeds, Inc		
Bada Bing	Reg. No. 3,335,061	Goldsmith Seeds, Inc		
Bada Boom	Reg. No. 3,335,062	Goldsmith Seeds, Inc		
Benchmark	App. No. 77/287,961	Goldsmith Seeds, Inc		
Big Box	Search conducted			
Broadway	Search conducted			
Bueno	Search conducted			
Chariot	Search conducted			
Colonial	Search conducted			
Cora	Reg. No. 3,39-5,419	Goldsmith Seeds, Inc	1,377,023 (pending)	Goldsmith Seeds, Inc
Dandy	Search conducted			
Eclipse	Reg. No. 2,089,172	Goldsmith Seeds, Inc		
Eco	App. No. 77/314,120	Goldsmith Seeds, Inc		
EZ Combos	Reg. No. 3,302,430	Goldsmith Seeds, Inc		
Freestyle	Reg. No.2, 119,259	Goldsmith Seeds, Inc		
Gee Whiz	Search conducted			
Hermosa	Search conducted			
Jamob	Search conducted			
Jester Reg.	No. 3,401,729	Goldsmith Seeds, Inc	Reg. No. 672541	Goldsmith Seeds, Inc
Mache	Search conducted			
Mammoth	App. No. 77/395,024	Goldsmith Seeds, Inc		
Metro	Search conducted			
Mission	Search conducted			
Orion	Reg. No. 3,386,853	Goldsmith Seeds, Inc		
Picture Perfect Pansy	Search conducted			
Ringer	Search conducted			
Rosanna	Search conducted			
Seasonal Solutions	Reg. No. 3,409,817	Goldsmith Seeds, Inc		
Serenia	Search conducted			
Silhouette	Reg. No. 3,217,178	Goldsmith Seeds, Inc	Reg. No. 690012	Goldsmith Seeds, Inc
Soleil	Search conducted			
Touche	Search conducted			
Tuscany	3,370,844	Goldsmith Seeds, Inc	Serial No. 1,377,024	Goldsmith Seeds, Inc
Uproar	Search conducted			
Wizardy	Search conducted			
Zinger	Search conducted			
Zowie	Search conducted			
Jester	AU- 858,984	Goldsmith Seeds, Inc		