

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
US Agriseeds Inc.		06/22/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	San Luis Obispo Seeds, Inc.		
Street Address:	3424 Roberto Court		
City:	San Luis Obispo		
State/Country:	CALIFORNIA		
Postal Code:	93401		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3198054	US AGRISEEDS	
CORRESPONDENCE DATA			
Fax Number:	(805)543-0752		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(805) 543-4171		
Email:	mbabu@amblaw.com		
Correspondent Name:	Melissa McGann Babu, AndreMorris&Buttery		
Address Line 1:	1102 Laurel Lane		
Address Line 4:	San Luis Obispo, CALIFORNIA 93401		
ATTORNEY DOCKET NUMBER:	SLOSEE01		
NAME OF SUBMITTER:	Larry Fernandez		
Signature:	/Larry Fernandez/		
Date:	05/19/2010		

CH \$40.00 3198054

Total Attachments: 2

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ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (the "Assignment") is made as of the last date set forth below to be effective as of June 22, 2007 (the "Effective Date") by and between US AGRISEEDS, INC. ("Assignor"), and SAN LUIS OBISPO SEEDS, INC. (formerly San Luis Obispo Seeds, LLC) ("Assignee").

RECITALS

A. Assignor owns the trademark, "US Agriseeds[®]" (the "Mark"), in connection with agricultural seeds, crop seeds, and vegetable seeds.

B. Assignor owns a Federal trademark registration for the Mark (Registration No. 3,198,054), which registered on the Principal Register of the United States Patent and Trademark Office on January 16, 2007.

C. In accordance with the terms and conditions of (i) that certain Ownership Transition Agreement dated as of August 15, 2005, (ii) that certain Bill of Sale and Assignment dated as of June 22, 2007, and (iii) that certain Sale Agreement dated as of June 22, 2007, Assignor wishes to transfer and assign to Assignee, its successors and assigns, all of its right, title and interest in and to the Mark and all associated license agreements, if any, (collectively, the "License Agreements"), and Assignee desires to acquire all such right, title and interest in and to the Mark and the License Agreements from Assignor.

ASSIGNMENT

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby irrevocably sell, transfer, assign and convey to Assignee, its successors and assigns, all of its right, title and interest in and to the Mark, the U.S. registration thereof and the related License Agreements. Assignee hereby accepts such assignment. Such assignment includes the right in and to all income, royalties, damages and payments now and hereafter due or payable with respect to any future trademark registration(s) which may be granted, and in and to all causes of action (either in law or equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. From and after the Effective Date, the ownership of the Mark shall be as follows: San Luis Obispo Seeds, Inc., a California corporation, as to an undivided one hundred percent (100%) interest. The parties agree that the assignment is hereby perfected and may not be revoked.

2. Cooperation.

2.1. The parties covenant and agree that each of them will at any time upon reasonable request of the other make, execute and deliver to the other party, without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, power of attorney, assignments, and other documents, and do all lawful acts and things, which, in the opinion of counsel, may in any country be required or necessary to secure to and vest in Assignee, its respective successors and assigns, the entire right, title and interest in and to the Mark and any License Agreements.

2.2. The parties further covenant and agree that each of them will at any time upon reasonable request communicate to the other party, its successors, assigns or other legal representatives any facts relating to the Mark known to him/it, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when reasonably requested to do so.

3. Miscellaneous. This Assignment shall be governed by and construed in accordance with the laws of the State of California. This Assignment may be executed in any number of counterparts, each of which shall be considered an original hereof. If any of the provisions of this Assignment are determined to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Assignment and shall not cause the invalidity or unenforceability of the remainder of this Assignment. The prevailing party in any action or proceeding to enforce the terms of this Assignment shall be entitled to recover from the unsuccessful party all costs and expenses, including reasonable attorneys' fees incurred therein. Each individual executing this Assignment on behalf of a corporation or other entity represents or warrants that he is duly authorized to execute and deliver this Assignment on behalf of said entity and that this Assignment is binding upon said entity in accordance with its terms and in no way stands in contravention of any prior agreement to which said entity is a party.

"Assignor"
US AGRISEEDS, INC.

By: 

John Struck, former Chairman of the Board and President of US AgriSeeds, Inc., a dissolved company that is continued pursuant to Section 278 of the General Corporation Law of the State of Delaware

Executed on May 6, 2010, effective as of June 22, 2007

"Assignee"
SAN LUIS OBISPO SEEDS, INC.

By: 

Larry Fernandez, President

Executed on May 6, 2010, effective as of June 22, 2007