

**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>
Bayer AG		07/16/2010	CORPORATION: GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AMVAC Chemical Corporation		
<b>Street Address:</b>	4695 MacArthur Court		
<b>Internal Address:</b>	Suite 1250		
<b>City:</b>	Newport Beach		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92660		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1477268	DEF	
<b>Registration Number:</b>	0659682	DEF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(949)851-9348		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	949-851-0633		
<b>Email:</b>	OCIPdocketing@mwe.com		
<b>Correspondent Name:</b>	Lynne M.J. Boisineau		
<b>Address Line 1:</b>	18191 Von Karman Ave.		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		
<b>ATTORNEY DOCKET NUMBER:</b>	031920-0419; 031920-0420		
<b>NAME OF SUBMITTER:</b>	Lynne M.J. Boisineau		

**CH \$65.00 1477268**

**900170061**

**TRADEMARK  
 REEL: 004265 FRAME: 0596**

Signature:	/lynne m.j. boisineau/
Date:	08/23/2010
Total Attachments: 3 source=Trademark Assignment Agreement DEF#page1.tif source=Trademark Assignment Agreement DEF#page2.tif source=Trademark Assignment Agreement DEF#page3.tif	

## EXHIBIT B

### Trademark Assignment Agreement

Between **Bayer AG** a German Corporation with registered office at 51368 Leverkusen, Germany (hereinafter referred to as "BAG") and **AMVAC Chemical Corporation** a California Corporation with registered office at 4695 MacArthur Court, Suite 1250, Newport Beach, California 92660, USA (hereinafter referred to as "Purchaser").

#### WHEREAS:

- (A) BAG's affiliate Bayer CropScience AG (hereinafter referred to as "BCS") and Purchaser have signed an Asset Purchase Agreement (hereinafter referred to as "APA") by which BCS sells the Purchased Assets (as defined in the APA as "Business") to Purchaser.
- (B) BCS has agreed to assign or procure the assignment by BAG of, all of BAG's right, title and interest in and to the trademarks listed in Schedule 1 of this Trademark Assignment Agreement (hereinafter referred to as the "Trademarks").
- (C) Any capitalized undefined terms used in this Trademark Assignment Agreement shall have the meaning given to such terms in the APA.

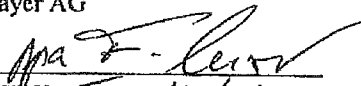
Now therefore, the Parties of this Trademark Assignment Agreement agree as follows:

- 1. BAG hereby assigns and transfers to Purchaser or its nominated representative any and all right, title and interest in and to the Trademarks. This includes the right to sue for and to recover damages and other remedies in respect of any infringement of or acts of passing off in respect of the Trademarks which may have occurred before the date of this Trademark Assignment Agreement and any rights and all the goodwill attached to the Trademarks.
- 2. Within one month after execution of this Trademark Assignment Agreement BAG shall deliver to Purchaser or its nominated representative all records and files relating to the Trademarks available without unreasonable efforts.
- 3. Purchaser shall be responsible for the preparation of all documents necessary for the recordation of the assignment of the Trademarks. All costs shall be borne by Purchaser. BAG shall on Purchaser's request and at Purchaser's expense do and execute or arrange for the doing and executing of all acts, deeds and documents reasonably necessary for the recordation of the assignment of the Trademarks and the release, termination, or other disposition reasonably required by Purchaser of any registered user agreement or the like involving any of the Trademarks.
- 4. After execution of this Trademark Assignment Agreement BAG shall hold the Trademarks as nominee and trustee for and on behalf of Purchaser and shall use its reasonable endeavors (subject to reimbursement of fees or other mandatory expenses, unless the transfer has not occurred due to circumstances which fall under BAG's responsibility) to maintain the Trademarks until the assignment of the Trademarks is recorded but for no longer than twelve months after execution of this Trademark Assignment Agreement. If a third party initiates proceedings within the afore-said period challenging the validity of the Trademarks or opposing the registration of a pending application, BAG shall provide to

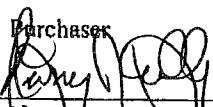
Purchaser (at Purchaser's sole cost and expense) all assistance reasonably necessary in order to defend the Trademarks.

This Agreement has been duly signed by the authorized representatives of both Parties.

Bayer AG

  
Name: Frank Meixner  
Title: Head of Corporate Trademarks  
Place: Leverkusen  
Date: July 16, 2010

Purchaser

  
Name: TIMOTHY S DANNEWITZ  
Title: VICE PRESIDENT  
Place: ORANGE COUNTY, CALIFORNIA, USA  
Date: 7.16.10

**Schedule 1 of this Trademark Assignment Agreement**

Country	Trademark	Classes	Registered Owner	Application No	Application Date	Registration No	Registration Date	Next Renewal Due	Status
USA	DEF	1	Bayer AG	73/672336	16-Jul-1987	1477268	23-Feb-1988	22-Feb-2018	Registered
USA	DEF	1	Bayer AG	72/023288	28-Jan-1957	659682	25-Mar-1958	25-Mar-2018	Registered