

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
Pybus Vegetable Seed Co., Inc.		11/03/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Syngenta Crop Protection AG		
Street Address:	Schwarzwaldallee 215		
City:	Basel		
State/Country:	SWITZERLAND		
Postal Code:	CH4058		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77389519	PYBAS	
Serial Number:	77389486	TOZER	
Serial Number:	78902256	LITTLE TYKE	
Serial Number:	74466214	COACH SUPREME	
Serial Number:	74305082	PICADOR	
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:	PYBUS		

OP \$140.00 77389519

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:	12/13/2010

Total Attachments: 6
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Assignment Agreement

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

- (1) **Pybas Vegetable Seed Co., Inc.**, a company duly organized and existing under the laws of the United States of America, having its registered office located at 2330 A Street, Unit B, 93455 Santa Maria, 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 1st January 2010 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, 2010 ("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, licenses 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 to 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, without giving effect to the conflict of laws provisions thereof. The parties hereby submit to the exclusive jurisdiction of the competent Courts of the city of Basel.

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

Pybas Vegetable Seed Co., Inc.

Syngenta Crop Protection AG



Date:

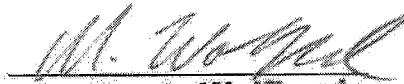
11/3/10



Dr. Dirk Seidel
Legal Counsel Seeds

Date:

29.10.2010



Martin Wolfhard
Legal Counsel Seeds

Date:

29.10.2010

Annex 1

REDACTED

2. US Plant Variety Protection Certificates

REDACTED

3. Trademarks

Country	Trademark	Status	Application N°	Application Date	Type	Reg° Date	Reg° N°	Class	Owner	Next renewal
US	PYBAS	Registered	77/389519	02/05/2008	Word	11/17/2009	3712714	31	Pybas Vegetable Seed Co., Inc.	11/17/2019

REDACTED

US	TOZER	Registered	77/389486	02/05/2008	Word	01/12/2010	3738323	31	Pybas Vegetable Seed Co., Inc.	01/12/2020
US	Little Tyke	Registered	78/902256	06/06/2006	Word	11/27/2007	3346148	31	Pybas Vegetable	11/27/2017

US	COACH SUPREME	Registered	74/466214	11/30/1993	Word	03/21/1995	1885163	31	Pybas Vegetable Seed Co., Inc.	03/21/2015
US	RED BUTTER	Expired (4/17/2010)	73/765875	11/22/1988	Word	04/17/1990	1592225	31	Pybas Vegetable Seed Co., Inc.	04/17/2010 Grace period for late renewal = 10/17/2010
US	PICADOR	Registered (Renewed)	74/305082	08/14/1992	Word	04/06/1993	1763144	31	Pybas Vegetable Seed Co., Inc.	04/06/2013