

**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
Busch Agricultural Resources, LLC		12/17/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Bunge Milling, Inc.
Street Address:	11720 Borman Drive
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63146
Entity Type:	CORPORATION: ILLINOIS

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	2604035	CALIFORNIA ROSE
Registration Number:	2654305	FUJI MAI
Registration Number:	2604034	GUAM ROSE
Registration Number:	1753353	KAHO MAI
Registration Number:	1614082	MARUYU
Registration Number:	2616547	PACIFIC INTERNATIONAL RICE MILLS
Registration Number:	2623082	PACIFIC INTERNATIONAL RICE MILLS
Registration Number:	1247228	PACIFIC PRIDE
Registration Number:	1226811	
Registration Number:	1227728	PIRMI
Registration Number:	1263723	

**CORRESPONDENCE DATA**

Fax Number: (312)236-8176

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

**900182478**

**TRADEMARK  
 REEL: 004461 FRAME: 0839**

**CH \$290.00 2604035**

Phone: 312-236-8500  
Email: docket@cookalex.com  
Correspondent Name: Raymond M. Mehler Cook Alex Ltd.  
Address Line 1: 200 West Adams Street  
Address Line 2: Suite 2850  
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	0802-0012 THROUGH 0022
NAME OF SUBMITTER:	Raymond M. Mehler
Signature:	/Raymond M. Mehler/
Date:	01/27/2011

Total Attachments: 5  
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## **TRADEMARK ASSIGNMENT AGREEMENT**

**THIS TRADEMARK ASSIGNMENT AGREEMENT** is made and entered into as of December 17, 2010, by and among BUSCH AGRICULTURAL RESOURCES, LLC, a Delaware limited liability company ("Assignor"), and BUNGE MILLING, INC., an Illinois corporation ("Assignee").

**WHEREAS**, Assignor owns, has adopted and currently uses the marks identified on Schedule A attached hereto (the "Marks"), and owns other transferable rights associated with its ongoing and existing business including, but not limited to, the goodwill of the business associated with said Marks, and is the owner of all right, title and interest in and to the registrations for the Marks set forth in the attached Schedule (collectively the "Trademark Assets"); and

**WHEREAS**, Assignor and Assignee, along with Anheuser-Busch, Incorporated, a Missouri corporation, are parties to a certain Asset Purchase Agreement dated December 13, 2010, which provides for, among other things, the assignment of rights in the Trademark Assets from Assignor to Assignee ("Purchase Agreement").

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of its right, title, and interest, in and to the Trademark Assets, together with any and all of the goodwill of the business symbolized by and associated with said Marks, and all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the Marks.

Assignor agrees to execute or procure any further necessary assurance of title to the Trademark Assets; and at any time, upon the request and at the expense of Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Trademark Assets in Assignee, its successors, assigns or other legal representatives; and to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Trademark Assets, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Trademark Assets.

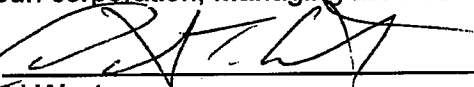
*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, each of the parties hereto has caused this  
Trademark Assignment Agreement to be executed as of the date first above written.

**"ASSIGNOR"**

**BUSCH AGRICULTURAL RESOURCES, LLC**

By: Anheuser-Busch, Incorporated,  
a Missouri corporation, Managing Member

By:   
David West  
Authorized Representative

**"ASSIGNEE"**

**BUNGE MILLING, INC.**

By: \_\_\_\_\_  
George Allard  
Vice President

STATE OF Missouri )

COUNTY OF City of St. Louis ) SS

On December 17, 2010, before me, [Signature]  
Notary Public, personally appeared **David West**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]



My Commission Expires: 5-10-2014

This area for official notarial seal

Notary Name: Kelly J. Roth

Notary Phone: 3145773890

Notary Registration Number: 10440245

County of Principal Place of Business: City of St. Louis

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Assignment Agreement to be executed as of the date first above written.

**"ASSIGNOR"**

**BUSCH AGRICULTURAL RESOURCES, LLC**

By: Anheuser-Busch, Incorporated,  
a Missouri corporation, Managing Member

By: \_\_\_\_\_  
David West  
Authorized Representative


**"ASSIGNEE"**

**BUNGE MILLING, INC.**

By: George P. Allard  
George Allard  
Vice President

## SCHEDULE A Trademarks

US TRADEMARKS	Reg No	Reg Date	Class
CALIFORNIA ROSE	2604035	8/6/2002	30
FUJI MAI	2654305	11/26/2002	30
GUAM ROSE	2604034	8/6/2002	30
KAHO MAI	1753353	2/16/1993	30
MARUYU	1614082	9/18/1990	30
PACIFIC INTERNATIONAL RICE MILLS	2616547	9/10/2002	30
PACIFIC INTERNATIONAL RICE MILLS & DESIGN	2623082	9/24/2002	30
PACIFIC PRIDE	1247228	8/2/1983	30
Palm Tree Design	1226811	2/8/1983	30
PIRMI	1227728	2/15/1983	30
Yin Yang Branch Design	1263723	1/10/1984	30

FOREIGN RICE TRADEMARKS	Reg No/App.No.	Reg Date/App Date	Country	
CAL HARVEST	414951	7/30/1993	CANADA	
CRYSTAL BELLE	1273531	10/15/2000	CTM	
FUJI MAI	1168004	7/10/2006	CTM	
HOMAI	220103	4/15/1977	CANADA	
HOMAI	1168251	12/21/2004	CTM	
KAHO MAI	1167949	5/11/1999	CTM	
MARUYU	1167956	8/7/2000	CTM	
NIKKO	268839	5/7/1982	CANADA	
PACIFIC INTERNATIONAL RICE MILLS & DESIGN	2491603	5/2/2003	CTM	
PIRMI & Design	246291	6/6/1980	CANADA	