

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
Bayer SAS		12/07/2010	Simplified Joint Stock Company: FRANCE
RECEIVING PARTY DATA			
Name:	AMVAC Chemical Corporation		
Street Address:	4695 MacArthur Court		
Internal Address:	Suite 1250		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0950180	MOCAP	
CORRESPONDENCE DATA			
Fax Number:	(949)851-9348		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	949-851-0633		
Email:	OCIPdocketing@mwe.com		
Correspondent Name:	McDermott Will & Emery LLP		
Address Line 1:	18191 Von Karman Avenue, Suite 500		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	031920-0430		
NAME OF SUBMITTER:	Lynne M.J. Boisineau		
Signature:	/lynne m.j. boisineau/		

CH \$40.00 0950180

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TRADEMARK
REEL: 004500 FRAME: 0507

Date:

03/17/2011

Total Attachments: 7

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ETHOPROPHOS

Exhibit 4.5.2

Trademark Assignment Agreement

Between

1. **Bayer AG** a German Corporation with registered office at 51368 Leverkusen, Germany
2. **Bayer S.A.S.** a French Corporation with registered office at 16, rue Jean-Marie Leclair, 69009 Lyon, France

(hereinafter commonly referred to as "Sellers")

and

3. **AMVAC Chemical Corporation** a California Corporation with registered office at 4695 MacArthur Court, Suite 1250, Newport Beach, California, USA

(hereinafter referred to as "Purchaser").

WHEREAS:

- (A) Sellers' affiliate Bayer CropScience AG (hereinafter referred to as "BCS") and Purchaser signed a Sale and Purchase Agreement (hereinafter referred to as "SPA") by which BCS divests its Ethoprophos business (as defined in the SPA as "Divested Assets") to Purchaser.
- (B) BCS has agreed to assign or procure the assignment by Sellers of, all of Sellers' right, title and interest in and to the trademarks listed in Exhibit 4.5.1 of the SPA and in Exhibit 5 A Part 2 of the SPA (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 SPA.

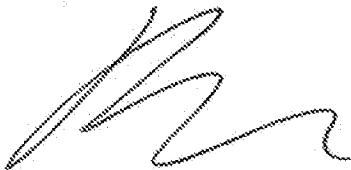
Now therefore, the Parties of this Trademark Assignment Agreement agree as follows:

1. Sellers hereby assign and transfer or cause their affiliated to do so to Purchaser or its nominated representative any and all right, title and interest in and to their respective 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 Sellers 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. Sellers 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 Sellers 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 Sellers' 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, Sellers 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: DR. FLORIAN BOTTERSCHIEF

Title: COUNSEL

Date: 7.12.2010

Bayer S.A.S.

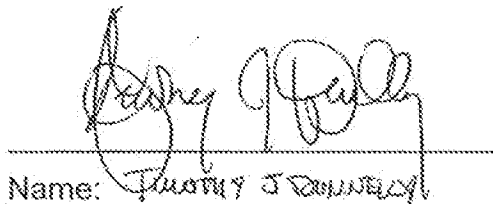


Name: DR. FLORIAN BOTTERSCHIEF

Title: COUNSEL

Date: 7.12.2010

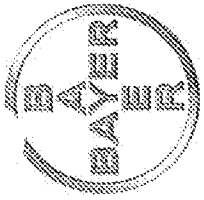
AMVAC Chemical Corporation



Name: TIMOTHY J. DOWNEY

Title: VICE PRESIDENT

Date: 7.12.2010



ETHOPROPHOS

Bayer CropScience

**Exhibit 4.5.1
Trademarks**

The below table reflects the trade mark registration status of ETHOPROPHOS as of 1 October 2010

Trademark	Country	Origin	Reg Owner	App No	App Date	Reg No	Reg Date	Renewal	Status
DACAP (HANGUL)	Korea (South)		Aventis CropScience S.A.***	40-2002-25590	01-Jun-2002	576565	04-Mar-2004	04-Mar-2014	Registered
MOCAP	African Union (AIPO)		Bayer CropScience S.A. (France)***	81841	29-Sep-1992	32171	30-Sep-1993	29-Sep-2012	Registered
MOCAP	African Union (AIPO)		Bayer CropScience S.A. (France)***	0073013	05-Aug-1982	6022644	05-Aug-1982	05-Aug-2012	Registered
MOCAP	Algeria		Bayer CropScience S.A. (France)***	0061172	24-Nov-1982	664419	24-Nov-1992	20-Nov-2012	Registered
MOCAP	Argentina		Bayer AG	3620819	30-Apr-2008	2234768	28-Apr-2009	28-Apr-2019	Registered
MOCAP	Austria		Bayer CropScience S.A. (France)***	226082	29-Jul-1982	101982	14-Dec-1992	31-Dec-2012	Registered
MOCAP	Belize		Bayer CropScience S.A. (France)***		03-Nov-1972	3197	03-Nov-1972	19-Sep-2014	Registered
MOCAP	Benelux		Bayer CropScience S.A. (France)***	618147	16-Mar-1977	344886	03-Mar-1987	16-Mar-2017	Registered

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MOCAP	Bolivia		Bayer CropScience S.A. (France)***	17268	28-Nov-1997	78724-C	23-Mar-2000	23-Mar-2010 **	Registered
MOCAP	Bulgaria		Bayer CropScience S.A. (France)***	19992	12-Mai-1992	20609	11-Jun-1993	12-Mai-2012	Registered
MOCAP	Chile		Bayer CropScience S.A. (France)***			693264	16-Mrz-1994	17-Mai-2014	Registered
MOCAP	China		Bayer CropScience S.A. (France)***	960053136	07-Mar-1996	1074818	14-Aug-1997	13-Aug-2017	Registered
MOCAP	Costa Rica		Bayer CropScience S.A. (France)***	00	07-Jan-1994	87242	08-Jun-1994	08-Jun-2014	Registered
MOCAP	Dominican Republic		Bayer CropScience S.A. (France)***			0022793	26-Mrz-1974	26-Mrz-2014	Registered
MOCAP	Ecuador		Bayer CropScience S.A. (France)***			212-EEF1	04-Jun-1992	16-Aug-2011	Registered
MOCAP	El Salvador		Bayer AG	2009093845	10-Jun-2009	0009140143-187-188	14-Dec-2009	14-Dec-2019	Registered
MOCAP	France		Bayer CropScience S.A. (France)***	748890	25-Jun-1985	1313884	25-Jun-1985	25-Jun-2015	Registered
MOCAP	Ghana		Rhone-Poulenc Agrochimie S.A.***		16-Aug-1976	20403	23-Aug-1976	23-Aug-2011	Registered
MOCAP	Greece		Bayer CropScience S.A. (France)***			53232	13-Aug-1991	13-Aug-2011	Registered
MOCAP	Guatemala		Bayer AG	2009-03576	08-Jun-2009	166886-257-414	01-Dec-2009	30-Nov-2019	Registered

MOCAP	Horatians							6094072		12-Dec-1994	12-Dec-2014	Registered
MOCAP	Ireland							76635	15-Dec-1969	15-Dec-1969	14-Dec-2014	Registered
MOCAP	Italy							10882367	22-Mar-1972	22-Mar-1972	28-Nov-2009**	Registered
MOCAP	Jordan							23507	07-Oct-1985	07-Oct-1992	07-Oct-2016	Registered
MOCAP	Libya							10311	15-Mar-2007			Pending
MOCAP	Malaysia							0501945	06-Jul-2003			Pending
MOCAP	Mexico							54580	10-Apr-1971	06-Jul-1972	10-Apr-2011	Registered
MOCAP	Morocco							6025982	30-Jun-1975	30-Jun-1975	23-Jun-2015	Registered
MOCAP	New Zealand							99758	22-Feb-1972	22-Feb-1972	22-Feb-2017	Registered
MOCAP	Nicaragua							17106	04-Jul-1986	04-Jul-1986	03-Jul-2016	Registered
MOCAP	Panama							056375	15-Jan-1995	15-Jan-1995	15-Jan-2013	Registered
MOCAP	Peru							7447	22-Apr-1992	22-Apr-1992	22-Apr-2012	Registered
MOCAP	South Africa							2006/00816	12-Jan-2006			Pending

MOCAP	Spain					29-Jul-1975	0796216	01-Jan-1977	29-Jul-2015	Registered
MOCAP	Turkey		4260			24-Jan-1989	110168	20-Jan-1989	20-Jan-2009**	Registered
MOCAP	United Arab Emirates		17058			06-Jul-1996	16746	14-Jul-1998	06-Jul-2006**	Registered
MOCAP	United Kingdom					19-Sep-1969	948467	19-Sep-1990	19-Sep-2014	Registered
MOCAP	United Kingdom					19-Sep-1969	948466	19-Sep-1990	19-Sep-2014	Registered
MOCAP	United States of America		72768091			14-Aug-1970	0940180	09-Jan-1973	09-Jan-2015	Registered
MOCAP	Venezuela						70557-P	16-Sep-1987	16-Oct-2012	Registered
MOCAP	Vietnam	IR-Agr.*	502256			12-Mai-1986	502256	12-Mai-1986	12-Mar-2016	Registered
MOCAP	WIPO	*	502256			12-Mai-1986	502256	12-Mar-1986	12-Mar-2016	Registered
MOCAP (Chinese: Yi Shu Bao)	China		7438			28-Apr-1987	305086	20-Dec-1987	19-Dec-2017	Registered
MOCAP PLUS	Costa Rica						59814	13-Oct-1991	13-Oct-2011	Registered

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MCCAP PLUS	Israel		Bayer CropScience S.A. (France)***			51861	24-Mar-1988	24-Mar-2016	Registered
MCCAP PLUS	Morocco		Bayer CropScience S.A. (France)***			0030535	30-Sep-1980	02-Feb-2021	Registered
MCCAP PLUS	Pakistan		Aventis CropScience S.A.***		24-Sep-1980	72570	24-Sep-1980	24-Sep-2017	Registered
RHOCAF	Algeria		Bayer AG	051231	06-Jul-2005	070177	06-Jul-2005	06-Jul-2015	Registered
RHOCAF	Brazil		Bayer CropScience S.A. (France)***	016330646	12-Sep-1991	816330646	01-Jun-1993	01-Jun-2013	Registered
SANMULL	Spain		RHONE-POULENC AGRO SA***			375852	06-Jan-1981	04-Jan-2011	Registered

* International trademark registration extensions based on WIPO (World Intellectual Property Organization)

** Trademark renewal has been applied for with the relevant local authority, but no official document of extension has been received yet by BCS.

*** Now Bayer S.A.S. with registered office at 16, rue Jean-Marie Leclair, 69009 Lyon, France. Recordation of change of ownership may be in the process. Update can be provided upon request.

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