

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																	
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>BAYER AKTIENGESELLSCHAFT</td> <td></td> <td>12/07/2010</td> <td>JOINT STOCK COMPANY: FEDERAL REPUBLIC GERMANY</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	BAYER AKTIENGESELLSCHAFT		12/07/2010	JOINT STOCK COMPANY: FEDERAL REPUBLIC GERMANY						
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<table border="1"> <tr> <td>Name:</td> <td>AMVAC Chemical Corporation</td> </tr> <tr> <td>Street Address:</td> <td>4695 MacArthur Court</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 1250</td> </tr> <tr> <td>City:</td> <td>Newport Beach</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>92660</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: CALIFORNIA</td> </tr> </table>				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
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PROPERTY NUMBERS Total: 1																	
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>0851704</td> <td>NEMACUR</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	0851704	NEMACUR								
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CORRESPONDENCE DATA																	
<p>Fax Number: (949)851-9348 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>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</p>																	
ATTORNEY DOCKET NUMBER:		031920-0423 US 1															
NAME OF SUBMITTER:		Lynne M.J. Boisineau															
Signature:		/lynne m.j. boisineau/															

CH \$40.00 0851704

Date:

03/17/2011

Total Attachments: 6

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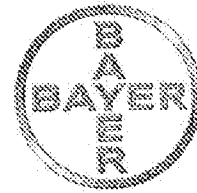
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FENAMIPHOS

Exhibit 4.5.2

- 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, USA (hereinafter referred to as "Purchaser").

WHEREAS:

- (A) BAG's 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 Fenamiphos business (as defined in the SPA as "Divested Assets") 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 Exhibit 4.5.1 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. 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

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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

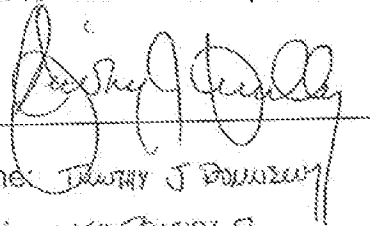


Name: DR. FLORIAN DETTEWSCHKE

Title: CONSULTANT

Date: 7.12.2010

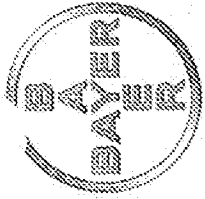
AMVAC Chemical Corporation



Name: DOROTHY J. BOUZERY

Title: VICE PRESIDENT

Date: 7.12.2010



FENAMIPHOS
Exhibit 4.5.1
Trademarks

Bayer CropScience

The below table reflects the trade mark registration status of FENAMIPHOS on the information available centrally at the date this document was issued, 1st October, 2010.

Trademark	Country	Origin	Reg Owner	App No	App Date	Reg No	Reg Date	Renewal	Status
NEMACUR	African Union (AIPO)		Bayer AG	66281	05-Jul-1976	16316	05-Jul-1976	05-Jul-2016	Registered
NEMACUR	Algeria	IR-Agr.*	Bayer AG			2R187892	04-Oct-1955	03-Oct-2015	Registered
NEMACUR	Australia		Bayer AG		09-Jun-1970	A239621	09-Jun-1970	09-Jun-2015	Registered
NEMACUR	Bahrain		Bayer AG	540/67	25-Nov-1967	11199	12-Mai-1968	25-Nov-2012	Registered
NEMACUR	Bosnia-Herzegovina	IR-Agr.*	Bayer AG			2R167892	04-Oct-1955	03-Oct-2015	Registered
NEMACUR	Brazil		Bayer AG	16350/M-75	04-Sep-1975	006456750	10-Sep-1976	10-Sep-2016	Registered
NEMACUR	Brunei Darussalam		Bayer AG	7833	13-Feb-1976	7361	13-Feb-1976	12-Feb-2011	Registered
NEMACUR	Burundi		Bayer AG			3529/BUR	07-Apr-1968	07-Apr-9999****	Registered
NEMACUR	Chile		Bayer AG	48511-B	20-Aug-1968	548006	20-Mai-1969	14-Sep-2019	Registered
NEMACUR	China		Bayer AG	25157	24-Jun-1986	262516	30-Mrz-1987	28-Mrz-2017	Registered
NEMACUR	Colombia		Bayer AG			74275	07-Apr-1971	07-Apr-2011	Registered
NEMACUR	Costa Rica		Bayer AG			44416	16-Mai-1972	16-Mai-2017	Registered
NEMACUR	Cuba		Bayer AG	56/02	26-Mrz-1992	119362	02-Sep-1992	26-Mrz-2012	Registered
NEMACUR	Dominican Republic		Bayer AG		24-Aug-1993	36233	15-Oct-1993	15-Oct-2013	Registered
NEMACUR	Ecuador		Bayer AG	47171	26-Nov-1974	4953-04	19-Feb-1976	26-Nov-2014	Registered

NEMACUR	Egypt	IR-Agr *	Bayer AG			2R187892	04-Oct-1986	03-Oct-2015	Registered
NEMACUR	El Salvador		Bayer AG			20527	28-Jun-1972	28-Jun-2012	Registered
NEMACUR	Guatemala		Bayer AG	2001-1713		24349-40-84	23-Dec-1971	22-Dec-2011	Registered
NEMACUR	Honduras		Bayer AG			18630	24-Jan-1972	24-Jan-2012	Registered
NEMACUR	Israel		Bayer AG	69374		69374	31-Mar-1992	24-Mar-2023	Registered
NEMACUR	Kenya		Bayer AG			17318	17-Feb-1970	17-Feb-2015	Registered
NEMACUR	Lebanon		Bayer AG			91597	24-Sep-1987	24-Sep-2017	Registered
NEMACUR	Malawi		Bayer AG	62381		62381	21-Nov-1991	21-Mar-2012	Registered
NEMACUR	Malaya**		Bayer AG			M870797	04-Feb-1976	03-Feb-2011	Registered
NEMACUR	Mauritius		Bayer AG			179427	23-Feb-1987	01-Oct-2017	Registered
NEMACUR	Mexico		Bayer AG	318787		669674	30-Jan-1988	08-Dec-2017	Registered
NEMACUR	Montenegro	IR-Agr *	Bayer AG			2R187892	04-Oct-1986	03-Oct-2015	Registered
NEMACUR	Morocco	IR-Agr *	Bayer AG			2R187892	04-Oct-1986	03-Oct-2015	Registered
NEMACUR	Namibia		Bayer AG			77649	08-Sep-1977	08-Sep-2017	Registered
NEMACUR	New Zealand		Bayer AG			B95794	22-Feb-1972	26-Mar-2015	Registered
NEMACUR	Nicaragua		Bayer AG	2003/0011		27391	22-Mar-1973	25-Mar-2013	Registered
NEMACUR	Oman		Bayer AG	2397		2397	16-Jun-1994	02-Sep-2009***	Registered
NEMACUR	Panama		Bayer AG			20405	10-Mar-1976	10-Mar-2016	Registered
NEMACUR	Paraguay		Bayer AG	4246		217636	03-Sep-1999	31-Aug-2008***	Registered
NEMACUR	Peru		Bayer AG	213276		27937	06-Aug-1974	06-Aug-2014	Registered
NEMACUR	Philippines		Bayer AG	37962		23672	03-Sep-1984	03-Sep-2014	Registered
NEMACUR	Romania	IR-Agr *	Bayer AG			2R187892	04-Oct-1986	03-Oct-2015	Registered
NEMACUR	Rwanda		Bayer AG			3180DRK	31-Mar-1988	31-Mar-1988****	Registered
NEMACUR	Sabah**		Bayer AG	19826		S/019836	17-Feb-1978	18-Feb-2011	Registered
NEMACUR	Sarawak**		Bayer AG			15191	20-Feb-1976	19-Feb-2011	Registered

TRADEMARK

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NEMACUR	Saudi Arabia				9628	31-Jul-1989	208/22	14-Apr-1999	24-Dec-2008***	Registered
NEMACUR	Serbia	IR-Agr.*					2R167892	04-Oct-1965	05-Oct-2015	Registered
NEMACUR	South Africa					15-Feb-1973	730779	15-Feb-1973	15-Feb-2013	Registered
NEMACUR	Sri Lanka				68078	25-Oct-1989	58078	16-Dec-1991	25-Oct-2009***	Registered
NEMACUR	Taiwan				70719926	25-Jun-1981	169892	01-Feb-1982	31-Jan-2012	Registered
NEMACUR	Tanganyika					18-Sep-1970	13079	31-Jul-1971	18-Aug-2015	Registered
NEMACUR	Tunisia				EE 95.1319	03-Oct-1995	EE95.1319	03-Oct-1995	03-Oct-2010***	Registered
NEMACUR	Turkey				68178	20-Aug-1975	89526	20-Aug-1975	20-Aug-2015	Registered
NEMACUR	Uganda						11519	18-Aug-1970	30-Jan-2019	Registered
NEMACUR	United Arab Emirates				8479	14-Nov-1994	21594	03-Jul-1999	14-Nov-2014	Registered
NEMACUR	United States of America				72278203	14-Aug-1967	851704	02-Jul-1968	02-Jul-2018	Registered
NEMACUR	Venezuela				7503-1976	01-Jan-1978	97.492-F	26-Feb-1981	26-Feb-2006***	Registered
NEMACUR	WIPO	*					2R167892	04-Oct-1965	03-Oct-2015	Registered
NEMACUR	Zimbabwe					09-Feb-1981	101781	26-Jun-1981	06-Feb-2011	Registered
NEMACUR (Chinese: Gu-Gen)	Taiwan						222868	01-Oct-1963	30-Sep-2013	Registered
NEMACUR (Chinese: Li Man Ku)	China				9800069643	07-Aug-1986	1340765	07-Dec-1989	06-Dec-2019	Registered
NEMACUR (Hangul)	Korea (South)									Registered
NEMACUR (with Chinese: Gu-Gen)	Taiwan				79-021496	18-Mar-1990	612571	01-Feb-1992	31-Jan-2012	Registered
NEMACUR (with Chinese: Li Man Ku)	China				13674	14-Mar-1967	305425	30-Dec-1987	19-Dec-2017	Registered
NEMACUR P	Uruguay				380629		380629	23-Mar-1977	09-Jun-2017	Registered

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* International trademark registration extensions based on WIPO (World Intellectual Property Organization)
** Malaysia (provisional)
*** Trademark renewal has been applied for with the relevant local authority, but no official document of extension has been received yet by BCS
**** Trademarks in Burundi and Rwanda have unlinked duration.
***** In the process of being reapplied.

