

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 Aktiengesellschaft			12/17/2010
		JOINT STOCK COMPANY: GERMAN DEMOCRATIC REPUBLIC	
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:		1418104	AZTEC
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 Ave., Suite 500	
Address Line 4:		Irvine, CALIFORNIA 92612	
ATTORNEY DOCKET NUMBER:		031920-0497	
NAME OF SUBMITTER:		Lynne M.J. Boisineau	
Signature:		/lynne m.j. boisineau/	

CH \$40.00 1418104

Date:

03/17/2011

Total Attachments: 3

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Bayer CropScience



Tebupirimfos
Exhibit 4.4.2
Trademark Assignment Agreement

Between

Bayer AG, a company incorporated in Germany with registered office at 51368 Leverkusen, Germany (hereinafter referred to as "BAG")

and

AMVAC Chemical Corporation, a company organized and existing under the laws of the State of California with registered office at 4695 MacArthur Court, Suite 1250, Newport Beach, California 92660, USA (hereinafter referred to as "Purchaser").

Any capitalized undefined terms used in this Trademark Assignment Agreement shall have the meaning given to such terms in the Sale and Purchase Agreement.

WHEREAS:

- (A) BAG's Affiliate Bayer CropScience AG (hereinafter referred to as "BCS") and Purchaser have signed a Sale and Purchase Agreement (hereinafter referred to as "SPA") by which BCS divests its business related to the compound Tebupirimfos (as defined in the SPA) to Purchaser; and
- (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 4.4.1 of the SPA (hereinafter referred to as the "Trademarks").


Now therefore, the Parties to 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

2. Within one (1) month after the execution of this Trademark Assignment Agreement, BAG shall deliver to Purchaser or its nominated representative after the Closing Date all records and files relating to the Trademarks so far as such records and files are available to BAG 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 (12) months after execution of this Trademark Assignment Agreement. If a third party initiates proceedings within the aforesaid 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.

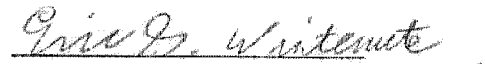
This Agreement has been duly signed by the authorized representatives of both Parties.

Bayer AG

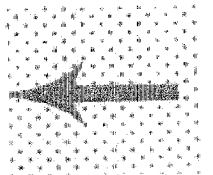


Name: DR. FLORIAN DÖTTERWEICH
Title: COO
Place: LEVERKUSEN
Date: 12.12.10

AMVAC Chemical Corporation



Name: ERIC G. WINTERMUTE
Title: PRESIDENT/CEO
Place: RTP
Date: 12-17-10





Bayer CropScience

Tebupirimfos
Exhibit 4.4.1
List of Trademarks

Country	Trademark	Classes	Reg Owner	App No	App Date	Reg No	Reg Date	Renewal Due	Status
African Union (AIPO)	ARRIBA	1, 5	Bayer AG	82812	15-Sep-1993	33148	15-Aug-1994	15-Sep-2013	Registered
Australia	ARRIBA	1, 5	Bayer AG	614862	27-Okt-1993	614862	07-Feb-1995	27-Okt-2010*	Registered
Brazil	ARRIBA		Bayer AG	817454314	09-Sep-1993	817454314	16-Jun-1998	16-Jun-2018	Registered
New Zealand	ARRIBA	5	Bayer AG	231478	28-Okt-1993	231478	04-Jun-1996	28-Okt-2014	Registered
New Zealand	ARRIBA	1	Bayer AG	231477	28-Okt-1993	231477	09-Mai-1996	28-Okt-2014	Registered
United States of America	AZTEC	5	Bayer AG	73/562371	10-Sep-1985	1418104	25-Nov-1986	24-Nov-2016	Registered
Mexico	AZTECA	5	Bayer AG	149742	11-Sep-1992	430996	12-Feb-1993	11-Sep-2012	Registered
Germany	CAPINDA	1, 5	Bayer AG	396 35 346.0	12-Aug-1996	396 35 346	21-Nov-1996	31-Aug-2016	Registered
Korea (South)	CAPINDA	5	Bayer AG	98-6382	14-Feb-1998	443682	10-Mrz-1999	10-Mrz-2019	Registered
Korea (South)	CAPINDA (in Korean)	5	Bayer AG	98-6383	14-Feb-1998	443683	10-Mrz-1999	10-Mrz-2019	Registered

* Late renewal applied for.