

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Agrotain International, LLC		10/01/2011	LIMITED LIABILITY COMPANY: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Koch Agronomic Services, LLC		
<b>Street Address:</b>	4111 East 37th Street North		
<b>City:</b>	Wichita		
<b>State/Country:</b>	KANSAS		
<b>Postal Code:</b>	67220		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3222610	HYDREXX	
Registration Number:	2549855	LOCK IT OR LOSE IT	
Registration Number:	3536366	STABILIZED NITROGEN TECHNOLOGY	
Registration Number:	3176656	THE STABILIZED NITROGEN CYCLE	
Registration Number:	2638637	UMAXX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)576-0300		
<b>Phone:</b>	(925) 472-5000		
<b>Email:</b>	kheldt@kilpatricktownsend.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	R. Gwen Peterson, Esq.		
<b>Address Line 1:</b>	Kilpatrick Townsend & Stockton LLP		
<b>Address Line 2:</b>	Two Embarcadero Center, 8th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111-3834		

**OP \$140.00 3222610**

ATTORNEY DOCKET NUMBER:	93868-823213
NAME OF SUBMITTER:	Kimberly Heldt
Signature:	/Kimberly Heldt/
Date:	10/14/2011

**Total Attachments: 11**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this "Assignment Agreement") is made and entered into effective as of October 1, 2011 (the "Effective Time"), by and between Agrotain International, LLC, a limited liability company organized and existing under the laws of the State of Missouri ("Assignor"), and Koch Agronomic Services, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Assignee").

**WHEREAS**, Assignor, Bremen Yard, LLC, a limited liability company organized and existing under the laws of the State of Missouri ("Bremen Yard"), and Assignee entered into that certain transaction, dated as of July 22, 2011 (the "Asset Purchase Transaction"); and

**WHEREAS**, pursuant to the Asset Purchase Transaction, Assignor and Bremen Yard have agreed to sell, convey, transfer, assign and deliver to Assignee, free and clear of all Liens, except those specifically disclosed to and assumed by Assignee under the Asset Purchase Transaction, all of Assignor's and Bremen Yard's right, title and interest in, to and under certain assets, including all of Assignor's right, title and interest in, to and under the Owned Intellectual Property, and Assignee has agreed to accept such sale, conveyance, transfer, assignment and delivery of any and all such Owned Intellectual Property.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree that:

1. Definitions. Unless otherwise defined herein, all capitalized terms used in this Assignment Agreement shall have the meanings set forth in the attached "Appendix of Definitions," which is incorporated herein by reference in its entirety.
2. Assignment. Effective as of the Effective Time, Assignor hereby sells, conveys, transfers, assigns and delivers (the "Assignment") to Assignee, free and clear of all Liens, claims and other obligations, except those specifically disclosed to and assumed by Assignee under the Asset Purchase Transaction, (a) all of Assignor's right, title and interest in, to and under the Owned Intellectual Property, including, but not limited to, the Owned Intellectual Property listed in the Schedules to this Assignment Agreement (which are incorporated herein by reference in their entirety), and the goodwill associated with the Trademarks and the business to which they pertain, and (b) all of Assignor's right, title and interest in, to and under any and all proceeds, causes of action and rights of recovery for past, present and future infringement, dilution, misappropriation or other violation of any of the foregoing, and Assignee hereby accepts such sale, conveyance, transfer, assignment and delivery from Assignor.
3. Further Actions. Assignor covenants and agrees to execute and deliver, at its own expense, at the request of Assignee, such further instruments of transfer and assignment and to take such other actions as Assignee may reasonably request to more effectively consummate the Assignment contemplated by this Assignment Agreement, including, without limitation, filing any necessary assignments, affidavits, name change notices or other documents of transfer or corrective documents with the United States Patent and Trademark Office, the United States Copyright Office and other similar state and foreign Governmental Authorities in which the

Owned Intellectual Property is registered or applied for in order to properly record Assignee's ownership of such Owned Intellectual Property with such Governmental Authorities.

4. No Additional Remedies. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm, or corporation other than Assignee and its successors and assigns, any remedy or claim under or by reason of this instrument or any terms, covenants, or conditions hereof, and all the terms, covenants and conditions, promises, and agreements contained in this instrument shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

5. Counterparts; Electronic Signatures. This Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment Agreement may be signed and transmitted by facsimile machine or electronic mail (via .pdf or similar transmittal), and any signatures so transmitted shall be treated as an original document.

6. Amendments; Waiver. This Assignment Agreement may be amended, supplemented or modified in whole or in part if, but only if, such amendment, supplement or modification is in writing and is signed by each party hereto and specific reference to this Assignment Agreement is made. Any provision of this Assignment Agreement may be waived if, but only if, such waiver is in writing and is signed by the party or parties against whom enforcement of any such waiver is sought and specific reference to this Assignment Agreement is made. The waiver by any party hereto of a breach of any provision of this Assignment Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party hereto to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

7. Severability. If any provision of this Assignment Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment Agreement shall remain in full force and effect. The parties hereto further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Assignment Agreement, they shall take any actions necessary to render the remaining provisions of this Assignment Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Assignment Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the parties hereto to the greatest extent legally permissible.

8. Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware without regard to the Laws of the State of Delaware or any other jurisdiction that would call for the application of the substantive laws of any jurisdiction other than Delaware. This Assignment Agreement is entered into in express reliance by the parties hereto on Section 2708 of Title 6 of the Delaware Code.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

Assignor:

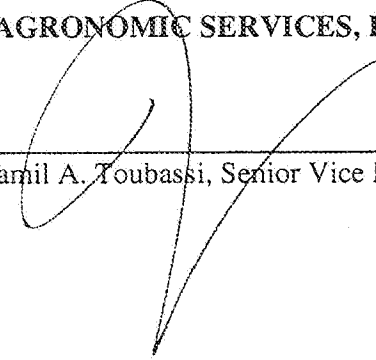
AGROTAIN INTERNATIONAL, LLC

By: 

Michael D. Stegmann, Manager

Assignee:

KOCH AGRONOMIC SERVICES, LLC

By:   
Jamil A. Toubassi, Senior Vice President



[Signature Page to Intellectual Property Assignment Agreement]

**TRADEMARK**  
**REEL: 004641 FRAME: 0984**

## APPENDIX OF DEFINITIONS

**“Business”** means the Sellers’ business of manufacturing, producing, formulating, shipping, selling, branding, marketing, promoting and distributing, storing inventory of, and conducting research and development activities with respect to, products containing NBPT and other enhanced efficiency fertilizer products, as such business has been or is currently conducted (except as the context otherwise requires) and, to the extent expressly referenced as such in documents formalizing the Asset Purchase Transaction, as such business was proposed by Sellers to be conducted.

**“Business Records”** means all files, documents, instruments, papers, books, reports, analyses, records, tapes, microfilms, photographs, letters, ledgers, journals, technical documentation (including design specifications, functional requirements, operating instructions, manufacturing instructions, logic manuals, testing protocols, product trials, studies, experiment results, flow charts and similar documentation), user documentation (including installation guides, user manuals, training materials, release notes, working papers and similar documentation), advertising and marketing materials, tax returns and other tax work papers and files relating to the Business and the assets purchased by Assignee under the Asset Purchase Transaction and other similar materials.

**“Intellectual Property”** means all United States, foreign, multi-national and other intellectual property and proprietary rights of any kind, whether now existing or hereafter created and whether or not imbedded in another asset or contained in any Business Records, including all: (a) Patents, (b) Trademarks, (c) copyrightable works (whether or not registered), copyrights and all applications, registrations and renewals in connection therewith, (d) Trade Secrets, (e) software, (f) internet domain names, IP addresses and websites and the images, videos and data contained therein, (g) copies and tangible embodiments of the foregoing (in whatever form or medium), and (h) rights to past, present or future claims or causes of action arising out of or related to any infringement, dilution, misappropriation, improper disclosure or other violation of any of the foregoing, and all proceeds arising in connection therewith.

**“Lien”** means, with respect to any property or asset, any lien, pledge, mortgage, deed of trust, hypothecation, security interest, option, right of first refusal, pre-emptive right, retention, attachment or other encumbrance in respect of such property or asset.

**“Owned Intellectual Property”** means all Intellectual Property owned or purported to be owned by a Seller and used in the Business.

**“Patents”** means (a) patents and patent applications (including any provisional applications), and all continuations, continuations-in-part, divisionals, re-examinations, reissues, revisions, and extensions thereof, and (b) utility models, industrial designs and other statutory invention registrations, and applications for any of the foregoing.

**“Person”** means any individual, firm, corporation, partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, governmental authority or other entity of any kind.

**“Seller”** means Assignor or Bremen Yard, and **“Sellers”** means both Assignor and Bremen Yard.

**“Trade Secrets”** means all trade secrets as defined under the Uniform Trade Secret Act as well as all confidential, proprietary business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, research records, studies, reports, records of inventions, test information, customer and supplier lists, pricing and cost information, financial information and business and marketing plans and proposals), in each case, whether or not reduced to written form.

**“Trademarks”** means (a) trademarks, service marks, certification marks, logos, trade dress, trade names, brand names, corporate names, domain names, and other indicia of commercial source of origin (whether registered, common law, statutory or otherwise), together with all translations, localizations, adaptations, derivations and combinations thereof, (b) all registrations and applications to register the foregoing (including any intent-to-use trademark applications), and (c) all goodwill connected with the use thereof or symbolized thereby.



**SCHEDULE 2**

**TRADEMARKS AND TRADEMARK REGISTRATIONS AND APPLICATIONS**

Country	Trademark	Owner	Serial No.	Filing Date	Registration No.	Registration Date
U.S.	HYDREXX	Agrotain International, LLC	78/891561	05/24/2006	3,222,610	03/27/2007
U.S.	LOCK IT OR LOSE IT	Agrotain International, LLC	76/238704	03/30/2001	2,549,855	03/19/2002
U.S.	STABILIZED NITROGEN TECHNOLOGY & Design	Agrotain International, LLC	77/396804	02/14/2008	3,536,366	11/25/2008
U.S.	THE STABILIZED NITROGEN CYCLE & Design	Agrotain International, LLC	78/756180	11/17/2005	3,176,656	11/28/2006
U.S.	UMAXX	Agrotain International, LLC	76/228578	03/20/2001	2,638,637	10/22/2002
Argentina	AGROTAIN	Agrotain International, LLC	2.796.429	1/7/2008	2.266.789	01/14/2009
Cambodia	AGROTAIN	Agrotain International, LLC	KH/37043/10	5/21/2010	KH/35795/10	11/15/2010
China	AGROTAIN	Agrotain International, LLC	8191259	4/9/2010	Pending	Pending
China	AGROTAIN & Design	Agrotain International, LLC	8056069	2/5/2010	Pending	Pending
Colombia	AGROTAIN	Agrotain International, LLC	2011-033931	3/18/2011	Pending	Pending
Colombia	AGROTAIN & Design	Agrotain International, LLC	2011-033927	3/18/2011	Pending	Pending
Costa Rica	AGROTAIN & Design	Agrotain International, LLC	2008-2658	Information not available	179298	08/29/2008
Dominican Republic	AGROTAIN	Agrotain International, LLC	2010-2633	2/8/2010	Pending	Pending
El Salvador	AGROTAIN (Stylized letters)	Agrotain International, LLC	2008073730	information not available	00003/007-008/00128	03/27/2009

European Community	AGROTAIN (exclusive license to Koch on 11/15/2010; assigned to Koch Fertiliser Ltd 1/1/11)	Agrotain International, LLC	2739654	06/19/2002	2739654	10/14/2003
Guatemala	AGROTAIN	Agrotain International, LLC	2007-2530	3/28/2007	160202/170/392	11/11/08
Honduras	AGROTAIN (Stylized letters)	Agrotain International, LLC	6615-2008	2/21/2008	107078/35/269	10/27/2008
Laos	AGROTAIN	Agrotain International, LLC	21399	05/21/2010	21028	12/13/2010
Malaysia	AGROTAIN	Agrotain International, LLC	2010009367	5/27/10	Pending	Pending
Malaysia	AGROTAIN & Design	Agrotain International, LLC	2010009368	5/27/10	Pending	Pending
Myanmar Republic	AGROTAIN	Agrotain International, LLC	Not provided	8/11/2010	IV/8740/2010	11/09/10
Nicaragua	AGROTAIN	Agrotain International, LLC	2008-885	6/23/2008	2011092651LM/16 5/288	3/29/2011
Panama	AGROTAIN & Design	Agrotain International, LLC	168561	2/15/2008	168561 01	2/15/2008
Paraguay	AGROTAIN	Agrotain International, LLC	24193/2008	7/7/2008	325092	10/21/09
Republic of South Africa	AGROTAIN & Design	Agrotain International, LLC	2010/13668	6/25/2010	Pending	Pending
Republic of South Africa	AGROTAIN	Agrotain International, LLC	2010/13669	6/25/2010	Pending	Pending

South Korea	AGROTAIN & Design	Agrotain International, LLC	40-2010-0065862	12/22/2010	Pending	Pending
Thailand	AGROTAIN & Design	Agrotain International, LLC	761317	3/11/2010	Kor331461	3/11/2010
Vietnam	AGROTAIN	Agrotain International, LLC	4-2004-05397	6/4/2004	67811	11/08/2005
Canada	HYDREXX	Agrotain International, LLC	1,305,087	6/12/2006	690,824	06/26/07
Argentina	SUPERN & Design	Agrotain International, LLC	2.832.200	6/17/2008	Pending	Pending
Brazil	SUPERN	Agrotain International, LLC	826653367	06/24/2004	Pending	Pending
Ecuador	SUPERN	Agrotain International, LLC	169153	3/28/2006	Registration Application No. 169153 Registration No. 1912 of June 20, 2007	3/7/2007
Guatemala	SUPERN (Stylized letters)	Agrotain International, LLC	2007-2516	3/27/2007	159140/8/389	9/12/2008
Paraguay	SUPERN & Design	Agrotain International, LLC	24194/2008	7/7/2008	330825	04/21/10
Guatemala	SUPER U (Stylized letters)	Agrotain International, LLC	2007-2517	3/27/2007	160508/177/393	11/25/2008
Argentina	SUPERU & Design	Agrotain International, LLC	2.900.310	3/12/2009	2.343.002	01/27/2010
Brazil	SUPERU & Design	Agrotain International, LLC	829978208	9/24/2008	829978208	12/14/2010
Japan	UFLEXX	Agrotain International, LLC	2004-025491	3/18/2004	4,850,882	03/25/2005
Korea	UFLEXX	Agrotain International, LLC	40-2005-0021436	5/12/2005	40-0678192-00-00	09/13/2006

Canada	UFLEXX	Agrotain International, LLC	1,116,300	9/21/2001	618,652	9/3/2004
Canada	UMAXX	Agrotain International, LLC	1,116,224	9/20/2001	587,605	8/20/03
Japan	UMAXX	Agrotain International, LLC	2003-074520	8/29/2003	4,787,495	07/16/04
Korea	UMAXX	Agrotain International, LLC	40-2005-0021435	5/12/2005	40-0678191-00-00	09/13/2006
Ecuador	AGROTAIN	Agrotain International, LLC	157843	5/30/2005	Denied	Denied

Unregistered Trademarks	Owner
POWERED BY AGROTAIN	Agrotain International, LLC
POWERED BY AGROTAIN PLUS	Agrotain International, LLC
POWERED BY UMAXX	Agrotain International, LLC
POWERED BY UFLEXX	Agrotain International, LLC
POWERED BY HYDREXX	Agrotain International, LLC
STABILIZEDNITROGEN	Agrotain International, LLC
UFLEXX	Agrotain International, LLC
SUPER U and Design	Agrotain International, LLC
SUPERU	Agrotain International, LLC
SUPER U STABILIZED N	Agrotain International, LLC
SUPERN	Agrotain International, LLC