

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Synergene Seed & Technology, Inc.		11/03/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Syngenta Crop Protection AG		
Street Address:	Schwarzwaldallee 215		
City:	Basel		
State/Country:	SWITZERLAND		
Postal Code:	CH4058		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2675195	SYNERGENE SEED	
CORRESPONDENCE DATA			
Fax Number:	(336)632-2012		
Phone:	336-632-6049		
Email:	department-gso.patent@syngenta.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Rebecca Howard		
Address Line 1:	410 Swing Road		
Address Line 4:	Greensboro, NORTH CAROLINA 27409		
ATTORNEY DOCKET NUMBER:	SYNERGENE SEED		
DOMESTIC REPRESENTATIVE			
Name:	Rebecca Howard		
Address Line 1:	410 Swing Road		

OP \$40.00 2675195

Address Line 4: Greensboro, NORTH CAROLINA 27409

NAME OF SUBMITTER:

Rebecca Howard

Signature:

/REBECCA HOWARD/

Date:

01/10/2012

Total Attachments: 3

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## Assignment Agreement

THIS ASSIGNMENT AGREEMENT ("Agreement") is made as of the Effective Date (as defined below) between

- (1) Synergene Seed & Technology, Inc., a company duly organized and existing under the laws of the United States of America, having its registered office located at 1147 Madison Lane, 93907 Salinas, United States of America (hereinafter "Assignor"), and
- (2) Syngenta Crop Protection AG, a company duly organized and existing under the laws of Switzerland, having its registered offices at Schwarzwaldallee 215, 4058 Basel, Switzerland, (hereinafter "Assignee").

### WHEREAS:

Assignee has received the beneficial ownership of certain IP Rights as per 1<sup>st</sup> January 2010 through a separate agreement and Assignor is herewith assigning legal title to these IP Rights to Assignee with an assignment effective date as of January 1<sup>st</sup>, 2010 ("Effective Date").

NOW IT IS AGREED as follows:

### 1. DEFINITIONS

In this Agreement unless the context otherwise requires:

"IP Rights" means all of the Assignor's utility and plant patents, plant variety protection rights, applications thereof and rights to file applications thereof (including all divisional applications, continuations and continuations in part) and other rights and interests (including through contracts with third parties), inventions, proprietary information, research and development results, technologies, scientific, technical, engineering data and literature, formulae and all other know-how in and to flowers, plants, lines and varieties, as well as in and to non-crop specific technologies of any sort, as further specified in Annex 1 to this Agreement.

### 2. ASSIGNMENT

The Assignor HEREBY ASSIGNS to the Assignee, and free from all liens, charges, security, licenses and other encumbrances whatsoever, title to the IP Rights, including all rights, powers, liberties, immunities and advantages attaching to them.

**3. FURTHER ASSURANCE**

The Assignor HEREBY COVENANTS to the Assignee that the Assignor will:

- 3.1 execute any document or do any act or thing which may be reasonably necessary under the law of any country for completing the transfer to the Assignee of legal title to the IP Rights assigned by Clause 2 above, including without limitation entering into any confirmatory documentation as the Assignee may reasonable require to promptly register the rights assigned herein on all the appropriate registers or otherwise enjoy the full benefit of the property and rights hereby assigned;
- 3.2 at the request of the Assignee, at its own expense, send to the Assignee by courier, as soon as reasonably practicable, a complete copy of the Assignor's prosecution file for each of the IP Rights;
- 3.3 instruct its agents, as of the Effective Date, to direct all correspondence regarding the IP Rights to the Assignee.


**4. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Switzerland, without giving effect to the conflict of laws provisions thereof. The parties hereby submit to the exclusive jurisdiction of the competent Courts of the city of Basel.

IN WITNESS WHEREOF, the Parties have executed this Assignment in duplicate originals by their duly authorized representatives.

Synergene Seed & Technology, Inc.

Syngenta Crop Protection AG



Date: 10/2/10



Dr. Dirk Seidel  
Legal Counsel Seeds  
Date: 29. 10. 2010



Martin Wolfhard  
Legal Counsel Seeds  
Date: 29. 10. 2010

**Annex 1**

**1. US Utility Patents**

Title	Grant Number
lettuce Cultivar VALLEY FRESH	US 7,465,853
lettuce Cultivar TRUE HEART	US 7,468,473
lettuce Cultivar GREEN THUNDER	US 7,348,472
lettuce Cultivar DEL SOL	US 7,348,472

**2. Trademarks**

Country	Trademark	Status	Application N°	Application Date	Type	Reg° Date	Reg° N°	Classes	Owner	Next renewal
US	SYNERGENE SEED	Registered	78/110685	02/22/2002	Word	01/14/2003	2675195	31, 40	Syngene Seed & Technology, Inc.	01/14/2013