

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
Dow AgroSciences LLC		03/09/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	J.R. Simplot Company		
Street Address:	P.O. Box 27		
City:	Boise		
State/Country:	IDAHO		
Postal Code:	83707		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1806934	LATRON AG-44M	
Registration Number:	1806932	LATRON AG-98	
Registration Number:	1730503	LATRON B-1956	
Registration Number:	1806933	LATRON CS-7	
CORRESPONDENCE DATA			
Fax Number:	3017624056		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(301) 424-3640		
Email:	efile@usiplaw.com		
Correspondent Name:	EDELL, SHAPIRO & FINNAN, LLC		
Address Line 1:	1901 Research Boulevard, Suite 400		
Address Line 4:	Rockville, MARYLAND 20850		
ATTORNEY DOCKET NUMBER:	1928.0572T-0575T		

OP \$115.00 1806934

NAME OF SUBMITTER:	Barbara A. Friedman
Signature:	/Barbara A. Friedman/
Date:	04/20/2012
Total Attachments: 5 source=ExecutedAssignDoc_US#page1.tif source=ExecutedAssignDoc_US#page2.tif source=ExecutedAssignDoc_US#page3.tif source=ExecutedAssignDoc_US#page4.tif source=ExecutedAssignDoc_US#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made as of March 9, 2012, by and between Dow AgroSciences LLC, a Delaware limited liability company with a place of business at 9330 Zionsville Road, Indianapolis, Indiana 46268 ("Assignor"), and J.R. Simplot Company, a Nevada corporation with a place of business at 999 Main St., Suite 1300, Boise, Idaho 83702, and a mailing address of P.O. Box 27, Boise, Idaho 83707 ("Assignee") (each of Assignor and Assignee, a "Party" and collectively the "Parties"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

WHEREAS, Assignor is the owner of all right, title and interest in and to all trademarks and trademark applications listed on the attached Exhibit A and incorporated by reference into this Agreement (collectively, the "Trademarks");

WHEREAS, Assignor and Assignee are parties to that certain Purchase and Sale Agreement, of even date herewith (as the same may be amended from time to time in accordance with its terms, the "Purchase Agreement"), pursuant to which, subject to the terms and conditions set forth therein, Assignor has agreed to sell, and Assignee has agreed to purchase, among other things, the Trademarks;

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign all right, title and interest in the Trademarks to Assignee, and Assignee desires to acquire all of Assignor's right, title and interest in, to and under the Trademarks; and

WHEREAS, this Assignment, as duly executed by Assignor and Assignee, is being delivered as of the date hereof by each Party to the other Party effective as of the Closing.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, Assignor and Assignee hereby agree as follows:

1. Assignment of Trademarks. Assignor does hereby sell, assign, transfer and set over to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in and to the Trademarks together with the goodwill of the business associated with said Trademarks and registrations thereof, including any rights under common law, and which include the Trademarks alone or in combination with other words, figures, designs or indicia, including any rights, title and interest as service marks, trademarks, trade names and all common law rights connected therewith, and all claims, proceeds and causes of action relating to past, present or future infringement of said Trademarks or said other marks or names.

2. Recordation and Registration. Assignor hereby requests the applicable Governmental Authorities to record Assignee as assignee and owner of any and all of Assignor's right in the Trademarks and to issue to Assignee any and all trademark registrations and service mark registrations resulting from said trademark applications and service mark applications, or any renewals of said registrations.

3. Further Assurances. Assignor agrees to execute and deliver at a future date, for no additional consideration, any additional documents that the Assignee reasonably determines are required to reflect the Assignee's ownership of the Trademarks. Assignor shall assist in obtaining or providing any further documents which may be required to confirm chain or title thereto. Assignee shall file at its sole cost and expense all assignments reflecting Assignee's ownership of the Trademarks with the national trademark office of each applicable country within the Territory.

4. Purchase Agreement. This Assignment is being executed and delivered pursuant and subject to the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, defeat, limit, alter or impair, enhance or enlarge any right, obligation, claim or remedy created by the Purchase Agreement. In the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to its provisions concerning conflicts of law.

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures follow on next page]

In witness of this assignment, authorized representatives of Assignor have executed this Assignment as of the 12 day of March, 2012.

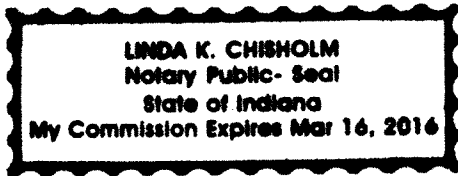
DOW AGROSCIENCES LLC


By: 
C. Joe Miller
Attorney-in-Fact & Trademark Counsel

STATE OF INDIANA)
) SS.
COUNTY OF MARION)

Before me, the undersigned, a notary public, on this day personally appeared C. Joe Miller, known to me to be the person who signed the foregoing instrument, and acknowledged to me his signing was the act of Dow AgroSciences LLC, a Delaware limited liability company, and that he signed as the act of such entity, for the purposes and consideration expressed therein, and in the capacity therein stated.

Given under my hand and seal of office on this 12 day of March, 2012.

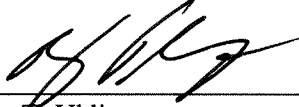



Notary Public Signature
My Commission Expires: March 16, 2016

[Assignor Signature Page to Trademark Assignment]

In witness of this assignment, authorized representatives of Assignee have executed this Assignment as of the 28 day of March, 2012.

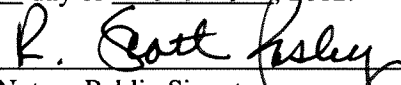
J.R. SIMPLOT COMPANY

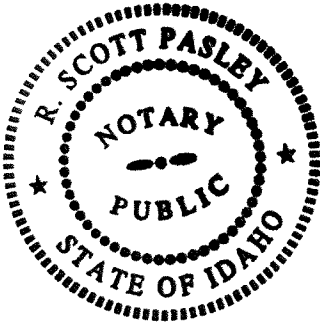
By: 
Terry T. Uhling
Sr. Vice President, Secretary
and General Counsel

STATE OF IDAHO)
) SS.
COUNTY OF ADA)

Before me, the undersigned, a notary public, on this day personally appeared Terry T. Uhling, known to me to be the person and officer who signed the foregoing instrument, and acknowledged to me his signing was the act of J.R. Simplot Company, a Nevada corporation, and that he signed as the act of such entity, for the purposes and consideration expressed therein, and in the capacity therein stated.

Given under my hand and seal of office on this 28 day of March, 2012.


Notary Public Signature
My Commission Expires: May 2, 2015



[Assignee Signature Page to Trademark Assignment]

EXHIBIT A

Trademarks

Australian Registration No. 667725 – LATRON
United States Reg. No. 1806934 – LATRON AG-44M
United States Reg. No. 1806932 – LATRON AG-98
United States Reg. No. 1730503 – LATRON B-1956
United States Reg. No. 1806933 – LATRON CS-7