

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First National Bank of Omaha		05/23/2012	a national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Newsham Genetics, LC		
Street Address:	5058 Grand Ridge Drive, Suite 200		
City:	West Des Moines		
State/Country:	IOWA		
Postal Code:	50266		
Entity Type:	LIMITED LIABILITY COMPANY: IOWA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3451778		
Registration Number:	2717860	AUSGENE	
Registration Number:	2406653	GENTEL	
Registration Number:	2014124	NEWSHAM	
CORRESPONDENCE DATA			
Fax Number:	4023440588		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(402) 344-0500		
Email:	gderrick@bairdholm.com		
Correspondent Name:	Grayson J. Derrick		
Address Line 1:	1500 Woodmen Tower, 1700 Farnam Street		
Address Line 4:	Omaha, NEBRASKA 68102		
NAME OF SUBMITTER:	Grayson J. Derrick		

OP \$115.00 3451778

Signature:	/Grayson J. Derrick/
Date:	05/30/2012
Total Attachments: 2 source=FNBORelease#page1.tif source=FNBORelease#page2.tif	

## RELEASE AND TERMINATION OF SECURITY AGREEMENT

THIS RELEASE AND TERMINATION OF SECURITY AGREEMENTS (the "Release") is effective as of May 15, 2012, by FIRST NATIONAL BANK OF OMAHA ("Bank").

WHEREAS, on or about November 13, 2007, Bank made certain loans (collectively, the "Loan") to Newsham Genetics, LC, an Iowa limited liability company ("Original Borrower") pursuant to that certain Credit Agreement by and between Original Borrower and Bank dated as of November 13, 2007 (as amended from time to time); and

WHEREAS, as security for the Loan, Original Borrower executed and delivered to Bank a Security Agreement dated as of November 13, 2007, pursuant to which Original Borrower granted to Bank a security interest in all of its right, title, and interest in the personal property described therein (the "Borrower Security Agreement"); and

WHEREAS, as additional security for the Loan, Monsanto Choice Genetics, LLC, a Delaware limited liability company ("MCG") executed and delivered to Bank a Security Agreement dated as of November 13, 2007, pursuant to which MCG granted to Bank a security interest in all of its right, title, and interest in the personal property described therein (the "MCG Security Agreement," and together with the Borrower Security Agreement, the "Security Agreements"); and

WHEREAS, after the closing of the Loan, Original Borrower merged with MCG, with Original Borrower as the surviving entity under the new name Newsham Choice Genetics, LLC.

WHEREAS, the Loan has been paid in full, and Bank has agreed to terminate the Security Agreements and release any interest it has in the personal property described therein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Bank does hereby release and terminate absolutely and unconditionally the Security Agreements and releases any and all of right, title, and interest in the personal property described in either Security Agreement.

2. This Release shall be binding upon and inure to the benefit of Bank and its successors, assigns, and administrators. This Release has been executed in, and shall be governed by the laws of the State of Nebraska without reference to its conflict of laws principles, and any litigation arising out of or in connection with this Release shall be adjudicated in the State of Nebraska, applying Nebraska law. If any severable provision of this Release is held to be invalid or unenforceable by any judgment of a court of competent jurisdiction, the remainder of this Release shall not be affected by such judgment, and the Release shall be carried out as nearly as possible according to the original terms and intent. The foregoing constitutes the entire agreement of the parties as to the subject matter hereof.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, Bank has executed this Release on the day and date first above written.

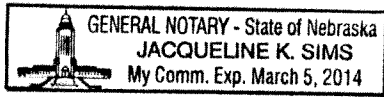
FIRST NATIONAL BANK OF OMAHA

By: *Kenneth D. Feaster*  
Kenneth D. Feaster, Vice President

STATE OF NE )  
COUNTY OF Douglas ) ss.

The foregoing instrument was acknowledged before me this 23 day of May 2012, by Kenneth D. Feaster as the vice president of FIRST NATIONAL BANK OF OMAHA, on behalf of said bank.

Witness my hand and official seal.



*Jacqueline K. Sims*  
Notary Public