

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
Cephas Capital Partners, L.P.		07/26/2012	LIMITED PARTNERSHIP: NEW YORK

RECEIVING PARTY DATA

Name:	BioWorks, Inc.
Street Address:	100 Rawson Road, Suite 205
City:	Victor
State/Country:	NEW YORK
Postal Code:	14564
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	75179325	ROOTSHIELD
Serial Number:	76528815	
Serial Number:	78792687	TRICON
Serial Number:	75179326	BIOWORKS
Serial Number:	77368347	CEASE
Serial Number:	85022017	MOLT-X
Serial Number:	75639486	TURFSHIELD
Serial Number:	77684340	SUFFOIL-X
Serial Number:	75639487	PLANTSHIELD
Serial Number:	77722863	BIOCLUSTER
Serial Number:	76390576	MILSTOP
Serial Number:	77869142	NEMASHIELD

CORRESPONDENCE DATA

Fax Number: 5854543044

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 585-278-9353

Email: dbeaudette@merzbachlaw.com

Correspondent Name: Steven Solomon, Esq.

Address Line 1: 73 State St.

Address Line 4: Rochester, NEW YORK 14614

NAME OF SUBMITTER:	Steven Solomon
Signature:	/Steven Solomon/
Date:	08/08/2012
Total Attachments: 2 source=Termination of Trademark Security Agreement-EXECUTED by Cephas 7-26-12 (00071811)#page1.tif source=Termination of Trademark Security Agreement-EXECUTED by Cephas 7-26-12 (00071811)#page2.tif	

TERMINATION OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION OF TRADEMARK SECURITY AGREEMENT (this "Release") is made and entered into as of July 20, 2012 by Cephas Capital Partners, L.P. (the "Investor") in favor of BioWorks, Inc. (the "Company").

The Investor hereby terminates and releases in full the Trademark Security Agreement (the "Agreement") dated as of July 20, 2010 made by the Company in favor of Investor, including without limitation with respect to all trademarks (including without limitation those shown on Schedule A attached hereto), licenses and interests covered thereby, and the Investor releases, retransfers and reassigns to the Company, without representation or warranty (except as set forth herein), all of the Investor's right, title and interest in and to such trademarks, licenses and other interests. The Investor hereby terminates, cancels and releases any and all security interests provided by Agreement.

The Investor represents and warrants that (i) it has the full power and authority to execute this instrument and (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest provided to them pursuant to the Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Termination of Trademark Security Agreement to be duly executed as of the date first set forth above.

CEPHAS CAPITAL PARTNERS, L.P.

By: Chephas LLC
General Partner

By: 
Clint W. Campbell
Managing Member

SCHEDULE A

Trademarks and Service Marks Registered or Applied For				
<u>Mark</u>	<u>United States Registration Number</u>	<u>United States Serial Number</u>	<u>Canada Registration Number</u>	<u>Mexico</u>
Rootshield	2107037	75159325	TMA621407	1076097
Tricon	3192824	72792687		
Suffoil-X	3729910	77684340		
Nemashield	3810581	77869142		
Biocluster		77722863		
Cease	3517996	77368347		
Logo of Hands Surrounding Seedling (Design)	3004754	76528815		
Milstop	2835118	76390576	TMA702085	
Plantshield	2520663	75639487		
Turfshield	2404813	75639486		
Bioworks	2107038	75179326		
Molt-X		85022017		