

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
Agradis, Inc.		01/29/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Monsanto Company		
Street Address:	800 N. Lindbergh Blvd.		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63167		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4242686	AGRADIS	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP, c/o Julie Dalke		
Address Line 1:	650 Town Center Dr, 20th floor		
Address Line 2:	(043671-0042)		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	(043671-0042)		
NAME OF SUBMITTER:	Adam Kummins		
Signature:	/Adam Kummins/		
Date:	01/30/2013		

OP \$40.00 4242686

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** is made as of the 29th day of January, 2013 (this "Assignment") by AGRADIS, INC., a Delaware corporation ("Assignor"), in favor of MONSANTO COMPANY, a Delaware corporation ("Assignee"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement") by and between Assignor and Assignee.

WHEREAS, Assignor has adopted, is using and is the owner of the right, title, interest and goodwill in and to the trademarks identified on Exhibit 1 hereto (the "Marks");

WHEREAS, Assignee has acquired all of Assignor's right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement), including the Marks, pursuant to the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to execute and deliver certain certificates, instruments and documents, including, but not limited to, instruments of assignment of the Marks, so as to vest in Assignee good and marketable title to the Marks, free and clear of all Encumbrances (as defined therein); and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby assign, sell and transfer unto Assignee all right, title and interest in and to: (i) the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or such associated goodwill, and Assignor further agrees to execute and have executed all documents, instruments and papers and to perform all acts, without any further consideration but at the cost and expense of Assignee, as deemed reasonably necessary by Assignee, its successors and assigns, to perfect in Assignee, its successors and assigns, the foregoing rights, title and interests, including the execution of any related domestic or foreign application or assignment documents.

This Assignment shall be subject to the terms and conditions set forth in the Purchase Agreement and nothing contained in this Assignment shall be construed to limit, terminate or expand the representations, warranties or covenants set forth in the Purchase Agreement.

This Assignment shall be governed by, and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this Assignment, as an instrument under seal, effective as of this 29th day of January, 2013.

AGRADIS, INC.:

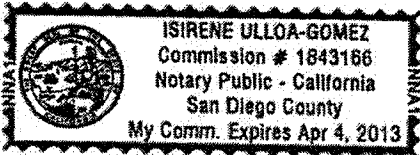
By: Tom Christensen
Name: Tom Christensen
Title: President

STATE OF California
COUNTY OF San Diego

On this the 28 day of January, 2013, before me appeared Tom Christensen, the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed.

[Signature]
Notary Public

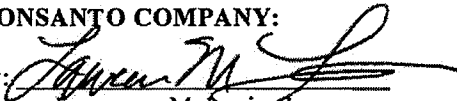
My commission expires: April 4, 2013



[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, Assignor has executed this Assignment, as an instrument under seal, effective as of this 29th day of January, 2013.

MONSANTO COMPANY:


By: 
Name: Lawrence M. Davin, Jr.
Title: Associate General Counsel,
Intellectual Property,
Monsanto Company

STATE OF Missouri
COUNTY OF St. Louis

On this the 28 day of January, 2013, before me appeared Lawrence M. Davin, Jr. the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed.



TINA M. LAFSER
My Commission Expires
June 24, 2013
St. Louis County
Commission #09828387


Notary Public

My commission expires: 6/24/2013

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 004952 FRAME: 0575

EXHIBIT 1
TRADEMARKS

Marks:

Cty	MARK	Mark comments	Class(es)	Application No. Filing Date	Reg. Date/ Reg. No.
US	AGRADIS	Word mark - black and white	1, 5, 31, 42	85/257894 03/04/11	4242686 11/13/12
CA	AGRADIS	Word mark - black and white		1542112 09/02/11	
CTM	AGRADIS	Word mark - black and white	1, 5, 31, 42	010238384 09/02/11	010238384 03/01/12
MX	AGRADIS	Word mark - black and white	1	1161369 03/09/11	1226402 07/07/11
MX	AGRADIS	Word mark - black and white	5	1161370 03/09/11	1274546 03/21/12
MX	AGRADIS	Word mark - black and white	31	1161374 03/09/11	1223409 06/20/11
MX	AGRADIS	Word mark - black and white	42	1161376 03/09/11	1225343 06/29/11