

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
The Andersons, Inc.		10/31/2011	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	United Phosphorus, Inc.		
Street Address:	Suite 402, Freedom Business Center		
City:	King of Prussia		
State/Country:	PENNSYLVANIA		
Postal Code:	19406		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2811012	FUNGO	
CORRESPONDENCE DATA			
Fax Number:	215279394		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	jordan.lavine@flastergreenberg.com		
Correspondent Name:	Jordan A. LaVine		
Address Line 1:	1600 JFK Blvd., 2nd Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Jordan A. LaVine		
Signature:	/Jordan A. LaVine/		
Date:	04/04/2013		
Total Attachments: 4 source=assignment#page1.tif source=assignment#page2.tif source=assignment#page3.tif source=assignment#page4.tif			

OP \$40.00 2811012

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of the 31st day of October, 2011, by and between The Andersons, Inc. ("Seller") and United Phosphorus, Inc. ("Buyer").

WHEREAS, Seller is the owner of the registered trademark set forth on Schedule A hereto ("Trademark");

WHEREAS, Buyer and Seller are parties to that certain FUNGO® THIOPHANATE-METHYL FIFRA REGISTRATION, TRADEMARK, AND INVENTORY PURCHASE AGREEMENT dated as of the date hereof ("Agreement") (capitalized terms used but not otherwise defined herein have the meaning set forth in the Agreement, pursuant to which Seller sold to Buyer, and Buyer purchased from Seller, the Purchased Assets;

WHEREAS, in connection with the transactions contemplated by the Agreement, Seller desires to assign to Buyer, and Buyer desires to accept from Seller, the Trademark; and

WHEREAS, this Assignment is being executed and delivered by the parties pursuant to the Agreement.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

ARTICLE 1. TRADEMARK ASSIGNMENT

(a) Seller hereby assigns to Buyer, and Buyer hereby accepts from Seller, all of Seller's right, title and interest in and to the Trademark; together with all rights and powers arising or accrued therefrom including, without limitation, all common law rights with respect thereto, all rights therein provided by international conventions and treaties, the right to sue for damages and other remedies in respect of future infringement thereof, and the goodwill attached to and/or symbolized thereby.

(b) Seller and its Affiliates shall take all actions and execute all documents reasonably requested by Buyer to record and perfect the interest of Buyer in and to the Trademark. Such documents may include, but may not be limited to: powers of attorney, letters of instruction to the agents to inform them of this assignment and acknowledgments thereof from the agents, as well as providing to Buyer a list of the agents used, by country and status, of the current Trademark (docket report). All out-of-pocket expenses associated with preparing and recording assignments, including all legalization and notarization costs, shall be borne by Buyer.

ARTICLE 2. FILE TRANSFER

Within thirty (30) days of the date hereof, Seller will transfer physical possession of its files relating to the Trademark to Buyer at its King of Prussia, Pennsylvania location. After the date hereof, Seller and its Affiliates shall no longer be responsible for further actions or payment of

fees in respect thereof. Prior to the physical transfer of the files, Seller and its Affiliates will provide full information and cooperation relating to the Trademark in the manner requested by Buyer for the purposes of docketing maintenance fees, annuities, office actions, etc.

ARTICLE 2. USE OF TRANSFERRED TRADEMARK

As of the date hereof, or as otherwise agreed by Buyer, Seller and its Affiliates will permanently cease all use of the Trademark and Seller and its Affiliates shall not file new trademark applications for the Trademark.

ARTICLE 3. DISPUTE RESOLUTION

(a) Any dispute arising out of or relating to a party's performance or non-performance under this Assignment, or the interpretations, validity or effectiveness of this Assignment, and any other provision of this Assignment, shall be resolved in accordance with the Agreement, the contents of which are incorporated herein by reference.

ARTICLE 5. MISCELLANEOUS

(a) This Assignment supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

(b) If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(c) This Assignment may be executed in any number of counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

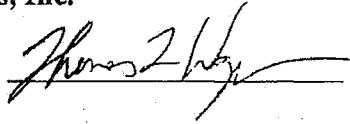
[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

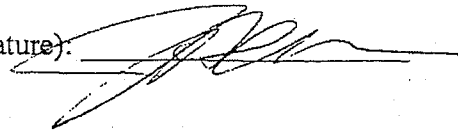
The Andersons, Inc.

United Phosphorus, Inc.

By (Signature):



By (Signature):



Name (Printed): Thomas L. Waggoner

Name (Printed): Jeff Allison

Title: President, Turf & Specialty Group

Title: President

Schedule A

Trademark

Registered Trademark:	Country:	Application No:	Registration No.:	Status:
Fungo ®	USA	76113629	2811012	Live