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
SOLUM, INC.		02/20/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Monsanto Technology LLC	
Street Address:	800 N. Lindbergh Blvd., E2NA	
City:	St. Louis	
State/Country:	MISSOURI	
Postal Code:	63167	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark	
Serial Number:	85381053	NO-WAIT NITRATE	
Serial Number:	85629532	SOLUM	
Registration Number:	4444256	SOLUM	

CORRESPONDENCE DATA

Fax Number: 3146949009

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

via US Mail.

Email: nmaren@monsanto.com

Correspondent Name: Monsanto Technology LLC

Address Line 1: 800 N. Lindbergh Blvd., E2NA

Address Line 4: St. Louis, MISSOURI 63167

NAME OF SUBMITTER:	Barbara Bunning-Stevens	
Signature:	/bbs/	
Date:	02/28/2014	

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Assignment of Trademark Rights (the "<u>Trademark Assignment</u>"), is made and entered into on February 20, 2014, by and between SOLUM, INC., a Delaware corporation ("<u>Assignor</u>") and MONSANTO TECHNOLOGY LLC, a Delaware limited liability company ("<u>Assignee</u>").

RECITALS

WHEREAS, Assignor and Monsanto Company ("Buyer"), a Delaware corporation and sole Member of Assignee, are parties to that certain Asset Purchase Agreement, dated as of the date hereof, by and between Assignor and Buyer (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, convey, transfer and assign to Buyer and Buyer has agreed to purchase from Assignor certain assets, including the service marks and/or trademarks, together with the goodwill of the business symbolized by and associated therewith, and the applications and registrations therefor identified in Exhibit A attached hereto (the "Marks");

WHEREAS, Buyer has caused and directed Assignor to assign the Marks to Assignee; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignor desires to assign and transfer all of its right, title and interest in, to and under the Marks to Assignee, and Assignee desires to accept such assignment and transfer, subject to the terms and conditions set forth in the Purchase Agreement;

NOW THEREFORE, pursuant to the terms and conditions of the Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

- 1. <u>Assignment</u>. Assignor hereby sells, assigns, conveys and transfers to Assignee and its successors and assigns, all right, title, and interest in, to and under said Marks, together with any and all of the goodwill of the business symbolized by and associated with said Marks, all applications and registrations therefor, and all proprietary and intellectual property rights subsisting in the Marks, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of the Marks, in the United States of America.
- 2. <u>Further Assurances</u>. Assignor hereby agrees to do such acts and execute such documents and instruments as may be reasonably required to accomplish the intent of this Trademark Assignment.
- 3. <u>Authorization</u>. Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office to record Assignee as the assignee and owner of the assigned Marks.
- 4. <u>Binding Agreement</u>. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

- 5. <u>Governing Law</u>. This Trademark Assignment will in all respects be governed by, and construed and interpreted in accordance with, the substantive laws of the State of New York, without reference to its choice of law rules.
- 6. <u>Counterparts</u>. This Trademark Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart or other signature hereupon delivered by facsimile shall be deemed for all purposes as constituting good and valid execution and delivery of this Trademark Assignment by such party.

[The remainder of this page is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Trademark Assignment as of the date first above written.

ASSIGNEE

MONSANTO COMPANY, as Sole

Member of Monsanto Technology LLC

Name: Derek K. Rapp

Title: Mergers & Acquisitions and New

Growth Platforms Lead

STATE OF MISSOURI § ss.

BEFORE ME, the undersigned authority, on this /// day of February 2014, personally appeared Deach K Rapp, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument on behalf of Monsanto Company, as Sole Member of Monsanto Technology LLC, the corporation therein named, and acknowledged to me that the instrument was the free deed and act of said corporation for the purposes therein set forth and intending that this instrument be recorded.

[SEAL]

TERRI A. SIEGEL
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Sept. 22, 2017
Commission # 13529673

Notary Public

ASSIGNOR

SOLUM, INC.

Name: Sid Gorham

Title: President and CEO

STATE OF CALIFORNIA COUNTY OF San Franciscos

BEFORE ME, the undersigned authority, on this <u>iq</u> day of <u>FEB</u>, 2014, personally appeared <u>Gerham Sidney South W</u>personally known to me (or proven to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument on behalf of Solum, Inc., the corporation therein named, and acknowledged to me that the instrument was the free deed and act of said corporation for the purposes therein set forth and intending that this instrument be recorded.

[SEAL]

BRAHIM MAHMOUDI Commission # 1980603 Notary Public - California San Francisco County My Comm. Expires Jun 2, 2016 Brahim Mahmoudi Notary Public

EXHIBIT A

MARKS IN THE U.S.A.

<u>Trademark</u>	Application Number	Registration Number	Registration Date
SOLUM	85-374391	4444256	December 3, 2013
SOLUM & Design,	85-629532		
NO-WAIT NITRATE	85-381053		

Exhibit A to Trademark Assignment

RECORDED: 02/28/2014