

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM377229

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Syngenta Crop Protection AG		04/08/2010	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Syngenta Participations AG		
<b>Street Address:</b>	Schwarzwaldallee 215		
<b>City:</b>	Basel		
<b>State/Country:</b>	SWITZERLAND		
<b>Postal Code:</b>	4058		
<b>Entity Type:</b>	Corporation: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73679557	SOMETHING BETTER TO GROW ON	
<b>Serial Number:</b>	72360660	YODER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	global.trademarks@syngenta.com		
<b>Correspondent Name:</b>	Justine Milligan		
<b>Address Line 1:</b>	Schwarzwaldallee 215		
<b>Address Line 4:</b>	Basel, SWITZERLAND 4058		
<b>ATTORNEY DOCKET NUMBER:</b>	TR-925735-1493408		
<b>NAME OF SUBMITTER:</b>	Justine Milligan		
<b>SIGNATURE:</b>	/Justine Milligan/		
<b>DATE SIGNED:</b>	03/21/2016		
<b>Total Attachments: 4</b>			
source=SYN-20196_49294_AssignmentAgrmnt_SPARTAG_200812#page1.tif			
source=SYN-20196_49294_AssignmentAgrmnt_SPARTAG_200812#page2.tif			
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## Assignment Agreement

**THIS ASSIGNMENT AGREEMENT** ("Agreement") is made as of the Effective Date (as defined below) between

- (1) **Syngenta Crop Protection AG**, a company duly organized and existing under the laws of Switzerland, having its registered offices at Schwarzwaldallee 215, 4058 Basel, Switzerland, (hereinafter "Assignor") and
- (2) **Syngenta Participations AG**, a company duly organized and existing under the laws of Switzerland, having its registered offices at Schwarzwaldallee 215, 4058 Basel, Switzerland, (hereinafter "Assignee").

### WHEREAS:

Assignor has acquired certain intellectual property rights with effect as of December 12<sup>th</sup>, 2008 as per separate agreement and Assignor is, herewith and with retroactive effect, assigning legal title to certain trademarks to Assignee with an assignment effective date as of December 13<sup>th</sup>, 2008 ("Effective Date").

### NOW IT IS AGREED as follows:

#### 1. DEFINITIONS

In this Agreement unless the context otherwise requires:

"IP Rights" means Assignor's (i) U.S. trademarks and trademark applications listed in the attached Exhibit A; and (ii) foreign trademarks and trademark applications listed in the attached Exhibit B.

#### 2. ASSIGNMENT

The Assignor HEREBY ASSIGNS to the Assignee and free from all liens, charges, security, licenses and other encumbrances whatsoever title to the IP Rights, including all rights, powers, liberties, immunities and advantages attaching to them.

#### 3. FURTHER ASSURANCE

The Assignor HEREBY COVENANTS with the Assignee that the Assignor will:

- 3.1 execute any document or do any act or thing which may be reasonably necessary under the law of any country for completing the transfer to the Assignee of legal title to the IP Rights assigned by Clause 2 above, including without limitation entering into any

confirmatory documentation as the Assignee may reasonable require to promptly register the rights assigned herein on all the appropriate registers or otherwise enjoy the full benefit of the property and rights hereby assigned;

- 3.2 at the request of the Assignee, at its own expense, send to the Assignee by courier, as soon as reasonably practicable, a complete copy of the Assignor's prosecution file for each of the IP Rights;
- 3.3 instruct its agents, as of the Effective Date, to direct all correspondence regarding the IP Rights to the Assignee.


**4. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Switzerland, and the parties hereby submit to the exclusive jurisdiction of the competent Courts of Basel-Stadt.

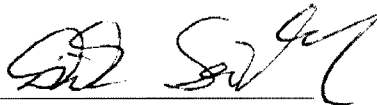
**IN WITNESS WHEREOF**, the Parties have executed this Assignment in duplicate originals by their duly authorized representatives.

**Syngenta Crop Protection AG**


**Syngenta Participations AG**



**Martin Wolfhard**  
Legal Counsel Seeds  
Date: 8.4.2010



**Dirk Seidel**  
Legal Counsel Seeds  
Date: 08.04.2010



**Michael T. Szabo**  
Legal Counsel Seeds  
Date: 8.4.2010



**D. Tatjana Jendritzky**  
Senior Counsel M&A  
Date: 8.4.2010

**EXHIBIT A**

**U.S. Trademarks and Trademark Applications**

<b>NAME</b>	<b>APPLICATION NUMBER</b>	<b>APPLICATION DATE</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
FLEURETTES BY YODER	74/135813	2/4/1991	1743422	12/29/1992
SOMETHING BETTER TO GROW ON	73/679557	8/20/1987	1493408	6/21/1988
PROPHETS	73/778677	2/3/1989	1566246	11/14/1989
YODER	72/360660	5/25/1970	925735	12/21/1971



**EXHIBIT B**

**Non-U.S. Trademarks and Trademark Applications**

<b>JURISDICTION</b>	<b>MARK</b>	<b>REGISTRATION NUMBER</b>
BENELUX	GARDEN MUMS	627759
OMPI	YODER	439645
INTERNATIONAL	YODER	439645

