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FORM PTO-1618A Expires 06/30/99 OMB 0651-0027 03-23-2001



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## RECORDATION FORM COVER SHEET

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Resubmission (Non-Recordation) Document ID #	Security Agreement Nunc Pro Tunc Assignment  Effective Date			
Correction of PTO Error Reel # Frame #	Merger Month Day Year			
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Reel # Frame #	Other			
Conveying Party	Mark if additional names of conveying parties attached Execution Date  Month Day Year			
Name Societe Cooperative Agricole Limagrain 02 06 2001				
Formerly				
Individual General Partnership Limited Partnership Corporation Association				
X Other A Cooperative				
Citizenship/State of Incorporation/Organization France				
Receiving Party	Mark if additional names of receiving parties attached			
Name Agreliant Genetics,	LLC			
DBA/AKA/TA				
Composed of				
Address (line 1) 1122 East 169th Street				
Address (line 2)				
Address (line 3) Westfield	Indiana 46074			
Individual General Partnership	State/Country Zip Code  Limited Partnership If document to be recorded is an assignment and the receiving party is			
Corporation Association	not domiclled in the United States, an appointment of a domestic			
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Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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Name	Harriet J. Whiting				
Address (line 1)	Debevoise & Plimpton				
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Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 65.00					
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(Enter for payment by deposit account or if additional fees can be charged to the account.)  Deposit Account Number: #					
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To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.					
Harriet	J. Whiting	1 White	March 5 2001		
Name	of Person Signing	Signature	Date Signed		
		1			

## ASSIGNMENT OF TRADEMARKS

WHEREAS, SOCIÉTÉ COOPÉRATIVE AGRICOLE LIMAGRAIN ("Assignor"), a coopérative organized under the laws of France and having its principal place of business at B.P. 1, 63720 Chappes, France, has filed the following trademark applications with the United States Patent and Trademark Office:

AGRELIANT GENETICS Application No. 76/081,697 (July 3, 2000)

AGR Application No. 76/081,698 (July 3, 2000)

WHEREAS, AGRELIANT GENETICS, LLC ("Assignee"), a Delaware limited liability company having its principal place of business at 1122 East 169th Street, Westfield, Indiana 46074, wishes to acquire Assignor's rights in and to the AGRELIANT GENETICS and AGR tradenames and trademarks (including, without limitation, service marks, all stylized forms, logos or designs related thereto, and any tradenames or trademarks derived therefrom), any and all applications for registration thereof, as from time to time amended, filed by or on behalf of Assignor, including without limitation the applications set forth above (collectively, the "Trademarks");

WHEREAS, Groupe Limagrain Holding S.A ("Holdings"), a wholly-owned subsidiary of the Assignor, is party to a Joint Venture Agreement (the "Joint Venture Agreement"), dated as of January 1, 2000, among Holdings, KWS SAAT AG, and various other signatories thereto, which provides for the formation of the Assignee and the transfer by Limagrain Genetic Corp. ("LGC"), an indirect wholly-owned subsidiary of Holdings, of substantially all of the assets of the LGC Business (as defined in the Joint Venture Agreement) to Assignee, such business to be operated by Assignee as part of the JVC Business (as defined in the Joint Venture Agreement) from and after the closing of the transactions contemplated thereby.

WHEREAS, this Assignment of Trademarks is being executed and delivered pursuant to the Joint Venture Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- Assigner hereby irrevocably assigns, transfers and conveys to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Trademarks throughout the world, together with the goodwill of the LGC Business; all rights to apply for and obtain registrations of the Trademarks in any jurisdiction with full benefit of such priorities as may now or hereafter be granted by law or by treaty; all rights to oppose any trademarks or tradenames and to take legal action for past, present and future infringements of the Trademarks including, without limitation, the right to compromise, sue for and collect profits and damages.
- 2. Assignor represents and warrants that it has filed no trademark application that would cause the U.S. Patent and Trademark Office to void, refuse registration to, or refuse to grant a priority filing date to, one or more of the Trademarks; that the applications included in the

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Trademarks are valid filings and accord fully with Trademark Act § 44(d), 15 U.S.C. § 1126(d), and the rules and regulations promulgated by the U.S. Patent and Trademark Office to implement such Act; that it is not aware of any other person or entity using the Trademarks and has not entered into any prior agreement, contract, assignment or other transaction with any other party that would be inconsistent with this Assignment of Trademarks; and that it is not aware of anyone previously or currently challenging the rights of Assignor in respect of the Trademarks.

- 3. Each party represents and warrants that it has full corporate power and authority to execute, deliver and perform this Agreement; that the person signing this Agreement on behalf of such Party has been properly authorized and empowered to enter into this Agreement by and on behalf of such party; that all corporate action of such party necessary for the execution, delivery and performance of this Agreement by such party has been duly taken; and that this Agreement has been duly authorized, executed and delivered by such Party, is the legal, valid and binding obligation of such Party, and is enforceable against such party in accordance with its terms.
- 4. Assignor, from time to time and at its expense, shall execute and deliver such additional documents and do all such other lawful acts as Assignee may reasonably request to more effectively vest in Assignee beneficial and record title to the Trademarks, to confirm the rights and obligations provided for in this Assignment, and to enable Assignee to obtain, maintain, register, protect and enforce full benefits from the Trademarks.
- 5. This instrument shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same original.
- 6. This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to trademark issues, and in all other respects including as to validity, interpretation and effect, by the internal laws of the State of New York, without giving effect to the conflict of laws principles or rules thereof to the extent such principles or rules are not mandatorily applicable by statute and would require the application of the laws of another jurisdiction. Any dispute, controversy or claim arising out of or relating to this Assignment of Trademarks shall be finally settled by arbitration in accordance with Section 10.4 of the Joint Venture Agreement.

[Remainder of page intentionally left blank; signature pages follow]

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IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by their duly authorized officers as of this <u>6</u> day of February, 2001.

SOCIÉTÉ COOPÉRATIVE AGRICOLE LIMAGRAIN

By:

Name: Alain Catala

Title: Chief Executive Officer

AGRELIANT GENETICS, LLC

ву: \_\_\_

Name: Raphael Journel

Title: President and

Chief Executive Officer

"Express Mail" mailing label No. EL 6/5825650 US

Date of Deposit March 5, 200

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Poat Office to Addressee" service under 37 CFR 1.10 on the data indicated above and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231.

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