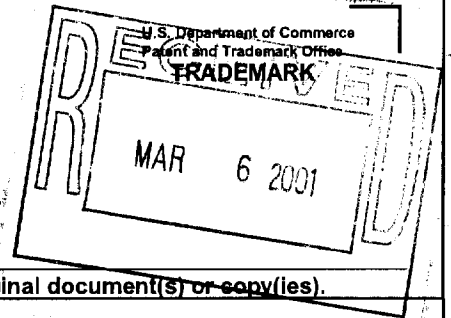


03-23-2001

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



101645803



RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

3-6-01

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
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Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
 - Other
 - Citizenship/State of Incorporation/Organization
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

03/22/2001 TDIAZ1 00000103 76081697

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01 FC:481 40.00 OP
02 FC:482 25.00 OP

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TRADEMARK
REEL: 002256 FRAME: 0556

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(212) 909-7243

Name

Harriet J. Whiting

Address (line 1)

Debevoise & Plimpton

Address (line 2)

875 Third Avenue

Address (line 3)

New York, NY 10022

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

3

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

76/081697

76/081698

Number of Properties

Enter the total number of properties involved.

#

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

65.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

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

Name of Person Signing

Signature

Date Signed

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]

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

SOCIÉTÉ COOPÉRATIVE
AGRICOLE LIMAGRAIN

By: [Signature]
Name: Alain Catala
Title: Chief Executive Officer

AGRELIANT GENETICS, LLC

By: [Signature]
Name: Raphael Journef
Title: President and
Chief Executive Officer

Express Mail mailing label No. EL615825650 US

Date of Deposit March 5, 2001

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

Beth Akers
(Typed or printed name of person mailing paper or fee)

Beth Akers
(Signature of person mailing paper or fee)