


6/1/04

06-03-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings $\Rightarrow \Rightarrow \Rightarrow$ **RE**  102757917 U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Wensman Seed Company

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Minnesota

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: AgReliant Genetics, LLC
Internal
Address:
Street Address: 1122 East 169th Street
City: Westfield State: IN Zip: 46074

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other Delaware Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: 08/11/2000

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s) 2,237,491
 2,243,730

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Justin L. Sage, Esq.
Internal Address: Krieg DeVault Lundy LLP
Street Address: 825 Anthony Wayne Building
203 East Berry Street
City: Fort Wayne State: IN Zip: 46802-2715


6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Justin L. Sage
Name of Person Signing


Signature

05/17/2004
Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

06/03/2004 ECDOPER 00000013 2237491

01 FC:8521
02 FC:8522

40.00 OP
25.00 OP

CONFIRMATION COPY

TRADEMARK REEL: 002979 FRAME: 0274

ASSIGNMENT OF REGISTERED TRADEMARKS

WHEREAS Wensman Seed Company ("Assignor"), a Minnesota corporation having its principal place of business at 102 Aldrich St. SE, Wadena, MN 56482, is the exclusive owner of those certain trademarks listed on Exhibit A hereto and incorporated herein by reference, which are registered in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS AgReliant Genetics, LLC ("Assignee"), a Delaware limited liability company having its principal place of business at 1122 East 169th Street, Westfield, Indiana 46074, desires to acquire the Trademarks and the registration thereof.

WHEREAS Assignor, Assignee and the Significant Selling Shareholders are parties to an Asset Purchase Agreement, dated as of July 20, 2000 (the "Asset Purchase Agreement"; capitalized terms used herein without definition having the meanings assigned to them in the Asset Purchase Agreement), pursuant to which the Assignor is executing and delivering to Assignee this Assignment of Registered Trademarks (this "Assignment");

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

Assignor does hereby assign, transfer and deliver to Assignee all of Assignor's right, title and interest in and to the Trademarks and the registration thereof, together with the goodwill of the business connected with the use of and symbolized by and associated with the Trademarks; all rights to apply for registrations of the Trademarks in foreign countries with full benefit of such priorities as may now or hereafter be granted to it by law or by treaty; and all rights, interests, claims and demands recoverable in law or equity that Assignor has or may have in profits and damages for past, present and future infringements of the Trademarks including, without limitation, the right to compromise, sue for and collect such profits and damages.

Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks to record Assignee as the owner of the Trademarks. 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. Assignor further covenants that it will, from time to time upon the request of the Assignee, or its successors and assigns, execute and deliver such additional documents and do all such other lawful acts as may be necessary or desirable to confirm the rights and obligations provided for in this Assignment and to enable Assignee to obtain, maintain, and enforce full benefits from and record the assignment to it of the Trademarks.

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 thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed
this 11 day of August, 2000.

WENSMAN SEED COMPANY

By: _____

Its: _____

J. A. W.
President

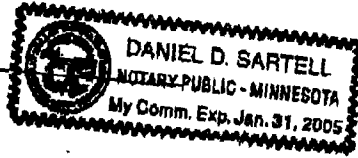
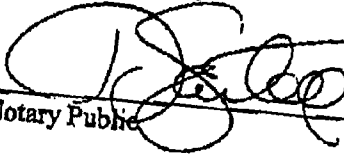
STATE OF MINNESOTA

COUNTY OF WADENA

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) ss.:
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On the 4 day of August, 2000, before me personally came JON WENSMAN to me known, who, being by me duly sworn, did depose and say that he resides at 6122 E. LAKE CARLOS, ALEX. MN; that he is the PRESIDENT of Wensman Seed Company, the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.

Notary Public



<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Wensman Seed Company	2,237,491	April 6, 1999
Armorcoat	2,243,730	May 4, 1999
SunOil	2,293,663	November 16, 1999