

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
Advanta USA, Inc.		09/08/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	FP-A-US II, Inc.		
Street Address:	950 Tower Lane, Suite 1150		
City:	Foster City		
State/Country:	CALIFORNIA		
Postal Code:	94044		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1448768	INTERSTATE	
CORRESPONDENCE DATA			
Fax Number:	(314)694-9009		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-694-5201		
Email:	barbara.a.bunning-stevens@monsanto.com		
Correspondent Name:	Monsanto Company		
Address Line 1:	800 North Lindbergh Blvd. E2NA		
Address Line 4:	St. Louis, MISSOURI 63167		
NAME OF SUBMITTER:	Barbara Bunning-Stevens		
Signature:	/bbs/		
Date:	10/31/2006		

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Total Attachments: 4
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A DEED OF ASSIGNMENT OF TRADE MARKS made on 8th Sept. 2004

BETWEEN

- (1) **Advanta USA, Inc.**, a company organized under the laws of Delaware, with its principal place of business at 2369 330th Street, Slater, Iowa, 50244, USA (the *Assignor*); and
- (2) **FP-A-US II, Inc.**, a Delaware corporation incorporated on 27 August 2004 whose office address is c/o Fox Paine & Company, LLC, 950 Tower Lane Suite 1150, Foster City, CA94044, USA (the *Assignee*).

WHEREAS

(A) The Assignor is the registered proprietor of the trade mark registrations (the *Trade Marks*) and the applicant for the trade mark applications (the *Applications*) set out in the Schedule.

(B) Pursuant to the sale and purchase agreement between Syngenta Alpha BV (*Syngenta*), Syngenta Crop Protection AG, Syngenta AG and Advanta Holdings (Cayman) Ltd (*Advanta*) dated 27 July 2004, Syngenta agreed to sell and transfer (or procure the sale and transfer of) and Advanta agreed to purchase (or procure the purchase of), *inter alia*, the Trade Marks and the Applications.

IT IS AGREED as follows:

1. ASSIGNMENT

The Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest in and to the Trade Marks and the Applications, including (without limitation):

- (a) all statutory and common law rights, title and interest attaching to the Trade Marks and the Applications, together with the goodwill of the business symbolised by the Trade Marks and the Applications; and
- (b) the right to sue for and obtain injunctive relief, damages and all other relief in respect of any infringement or misuse (whether past, present or future) of any of the Trade Marks, Applications or trade marks granted pursuant to any Application.

2. FURTHER ASSURANCE

The Assignor shall, at the request of the Assignee and at the Assignee's cost, execute all documents and do all things necessary to vest in the Assignee all rights assigned to the Assignee under this Deed of Assignment and to give the Assignee the full benefit of this Deed of Assignment.

3. COUNTERPARTS

This Deed of Assignment may be executed in any number of counterparts, and by the parties to it on separate counterparts, but shall not be effective until all the parties have executed at least one counterpart but all the counterparts shall together constitute but one and the same instrument.

4. LAW AND JURISDICTION

This Deed of Assignment shall be governed by and construed in accordance with English law. Each party agrees that the courts of England and Wales are to have non-exclusive jurisdiction to settle any claim or matter arising under this Deed of Assignment and each party submits to the jurisdiction of the English courts.

SCHEDULE

Trade Marks and Applications

Current Owner	Territory	Mark	Status	Registration number (Application number)	Registration date (Application date)
Advanta USA Inc	US	INTERSTATE AND DESIGN	Registered	1448768	21 Jul 87
Advanta USA Inc	Canada	INTERSTATE	Registered	TMA606445	17 Oct 02

LC1243282

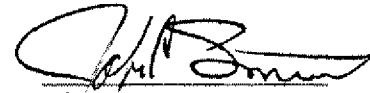
EXECUTION

The parties have shown their acceptance to the terms of this Deed of Assignment by executing it as a deed.

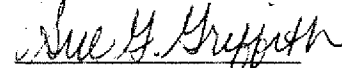
This Deed of Assignment is delivered on the date stated at the beginning of this Deed of Assignment.

EXECUTED as a DEED by
Advanta USA Inc
acting by two directors/a director and
the secretary:

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)
)
)



Director



Director/Secretary

EXECUTED as a DEED by
FP-A-US II, Inc
acting by its sole director:

)
)
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