

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Brassica Protection Products LLC		12/17/2008	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bingham McCutchen LLP		
<b>Street Address:</b>	399 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2243413	BROCCOSPROUTS	
Registration Number:	2252002	BRASSICA PROTECTION PRODUCTS	
Serial Number:	78742033	SGS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)508-1468		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-705-7238		
<b>Email:</b>	elizabeth.mccusker@bingham.com		
<b>Correspondent Name:</b>	Elizabeth McCusker		
<b>Address Line 1:</b>	399 Park Avenue		
<b>Address Line 2:</b>	Bingham McCutchen LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	0999991/0000981001		
<b>NAME OF SUBMITTER:</b>	Elizabeth McCusker		

OP \$90.00 2243413

Signature:

/s/ Elizabeth McCusker

Date:

01/30/2009

**Total Attachments: 9**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 17th day of December, 2008, between BRASSICA PROTECTION PRODUCTS LLC (the "Grantor") and BINGHAM MCCUTCHEN LLP (the "Lender").

WITNESSETH:

**WHEREAS**, pursuant to that certain Settlement Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Settlement Agreement") among the Grantor, Paul Talalay and the Lender, the Grantor has agreed to issue a secured promissory note (the "Note") to the Lender and to make certain payments to Lender from time to time pursuant to the terms and conditions thereof, and

**WHEREAS**, in order to induce the Lender to enter into the Settlement Agreement and to induce the Lender to make financial accommodations to the Grantor as provided for in the Settlement Agreement and the Note, the Grantor has agreed to grant a continuing security interest in and to the Collateral in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations, and

**WHEREAS**, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Lender, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. The Grantor hereby grants to the Lender, a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes the Lender unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

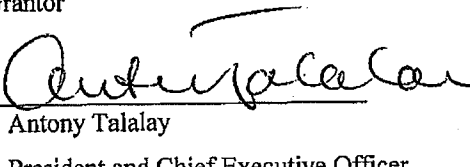
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

*[Signature page follows.]*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**BRASSICA PROTECTION PRODUCTS LLC,**  
as the Grantor

By:   
Name: Antony Talalay  
Title: President and Chief Executive Officer

**ACCEPTED AND ACKNOWLEDGED BY:**

**BINGHAM MCCUTCHEN LLP, as the Lender**

By: \_\_\_\_\_  
Name: Floyd I. Wittlin  
Title: Partner

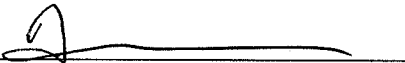
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**BRASSICA PROTECTION PRODUCTS LLC,**  
as the Grantor

By: \_\_\_\_\_  
Name: Antony Talalay  
Title: President and Chief Executive Officer

**ACCEPTED AND ACKNOWLEDGED BY:**

**BINGHAM MCCUTCHEN LLP,** as the Lender

By:   
Name: Floyd I. Wittlin  
Title: Partner

**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK**  
**REEL: 003927 FRAME: 0660**

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

Please reference the attached schedule.

**Trade Names**

None.

**Common Law Trademarks**

SGS




**Trademarks Not Currently In Use**

None.





**Trademark Licenses**









None.





## TRADEMARKS

Country	Status	Mark	Application Number	Application Date	Registration Date	Registration Number
Australia	Registered; Renewal Due 2/16/16	BroccoSprouts	866384	02/16/2001	01/14/2003	866384
Australia	Registered; Renewal Due 2/16/16		1099379	2/16/2006	02/16/2006	1099379
Australia	Registered; Renewal Due 2/16/11		1099378	2/16/2006	2/16/2006	1099378
China	Registered; Renewal Due 3/20/17	BroccoSprouts	4295311	09/30/2004	03/21/2007	4295311
China	Registered; Renewal Due 3/13/17		4295313	09/30/2004	03/14/2007	4295313
China	Registered; Renewal Due 10/27/17	SGS	4295314	9/30/2004	4295314	10/28/2007
European Union	Registered; Renewal Due 3/15/15	BroccoSprouts	004340048	03/15/2005	05/23/2006	004340048



Country	Status	Mark	Application Number	Application Date	Registration Date	Registration Number
European Union	Registered; Renewal Due 3/23/15		004355863	03/23/2005	04/17/2008	004355863
European Union	Registered; Renewal Due 3/23/15		004357208	03/23/2005	05/02/2006	004357208
Japan	Registered; Renewal Due 7/13/11	BroccoSprouts	2000-088938	07/27/2000	07/13/2001	4489698
Japan	Registered; Renewal Due 7/13/11		2000-088939	07/27/2000	07/13/2001	4489699
Japan	Registered; Renewal Due 7/22/15	SGS	2004-89955	09/16/2004	07/22/2005	4881438
Japan	Registered; Renewal due 4/28/16		2005-045651	5/24/2005	4/28/2006	4949580
Korea (South)	Registered; Renewal Due 11/21/16	SGS	2004-0047613	10/21/2004	11/21/2006	0686565
Korea (South)	Registered; Renewal Due 2/24/16	BroccoSprouts	40-2004-0047611	10/21/2004	2/24/2006	0652728

Country	Status	Mark	Application Number	Application Date	Registration Date	Registration Number
Korea (South)	Registered; Renewal Due 7/14/16		2005-14819	4/6/2005	7/14/2006	670516
Korea (South)	Registered; Renewal Due 12/8/16		2005-14811	4/6/2005	12/8/2006	688932
Korea (South)	Registered; Renewal Due 10/25/16		2005-14827	4/6/2005	10/25/2006	683006
Korea (South)	Registered; Renewal Due 6/12/16		2005-14886	4/6/2005	6/12/2006	685697
Korea (South)	Registered; Renewal Due 6/12/16		2005-14804	4/6/2005	6/12/2006	685698
Korea (South)	Registered; Renewal Due 8/8/16		2005-14881	4/6/2005	8/8/2006	673254
Korea (South)	Registered; Renewal Due 8/8/16		2005-14871	4/6/2005	8/8/2006	673253
New Zealand	Registered;  Renewal Due 2/15/18	BroccoSprouts	632378	02/15/2001	02/15/2001	632378
New Zealand	Registered;  Renewal Due 2/16/16		743014	2/16/2006	10/11/2007	743014

Country	Status	Mark	Application Number	Application Date	Registration Date	Registration Number
New Zealand	Registered; Renewal Due 10/27/15		743015	2/16/2006	1/11/2007	743015
Switzerland	Registered Renewal Due 7/19/2017		57809/2007	7/19/2007	4/21/2008	570678
Taiwan	Registered; Renewal Due 4/15/15	SGS	093044149	09/23/2004	04/16/2005	1149262
United States of America	Registered; Renewal Due 5/4/09	BroccoSprouts	75/271112	04/04/1997	05/04/1999	2243413
United States of America	Registered; Renewal Due 6/8/09		75/406567	12/17/1997	06/08/1999	2252002
United States of America	Opposition pending at the TTAB		78742033	10/27/2005		