

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Great Lakes Hybrids, Inc.		07/01/2000	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	AgReliant Genetics, LLC		
Street Address:	1122 E. 169th St.		
City:	Westfield		
State/Country:	INDIANA		
Postal Code:	46074		
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1827639	GREAT LAKES	
Registration Number:	1835607	GREAT LAKES	
Registration Number:	2144285	TRUSTED IN THE FIELD	
Registration Number:	1844616		
CORRESPONDENCE DATA			
Fax Number:	3176361507		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3172386248		
Email:	ipdocketing@kdlegal.com		
Correspondent Name:	Alastair J. Warr		
Address Line 1:	One Indiana Square		
Address Line 2:	Suite 2800		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	AGGE.00002		

OP \$115.00 1827639

NAME OF SUBMITTER:	Alastair J. Warr
Signature:	/Alastair J. Warr/
Date:	03/25/2013
Total Attachments: 10 source=GLH LICENSE AGREEMENT#page1.tif source=GLH LICENSE AGREEMENT#page2.tif source=GLH LICENSE AGREEMENT#page3.tif source=GLH LICENSE AGREEMENT#page4.tif source=GLH LICENSE AGREEMENT#page5.tif source=GLH LICENSE AGREEMENT#page6.tif source=GLH LICENSE AGREEMENT#page7.tif source=GLH LICENSE AGREEMENT#page8.tif source=GLH LICENSE AGREEMENT#page9.tif source=GLH LICENSE AGREEMENT#page10.tif	

KWS TRADEMARK LICENSE AGREEMENT

This TRADEMARK LICENSE AGREEMENT ("Agreement") is entered into as of July 1, 2000, by and among GREAT LAKES HYBRIDS, INC. ("GLH" or "Licensor"), a Michigan corporation, on the one hand, and AGRELIANT GENETICS, LLC ("JVC") a Delaware limited liability company, and AGRELIANT GENETICS, INC. ("JVC Canada" and, with JVC, collectively, the "Licensees", and each individually, a "Licensee"), a Canadian corporation, on the other hand.

R E C I T A L S

A. Licensor has entered into a Joint Venture Agreement ("Joint Venture Agreement"), dated as of January 1, 2000, among KWS SAAT, AG ("KWS SAAT"), a German *Aktiengesellschaft*, KWS MAIS ("KWS MAIS"), a German limited liability company, and GLH (with KWS SAAT and KWS MAIS, collectively, the "KWS Parties"), on the one hand, and Groupe Limagrain Holding S.A. ("Holdings") a French *société anonyme*, Limagrain Genetics International S.A. ("LGI") a French *société anonyme*, Limagrain Genetics Grandes Cultures ("LMGC"), a French *société anonyme*, Limagrain Genetics Corp. ("LGC"), a Delaware corporation, and Limagrain Genetics Inc. ("LGINC", and with Holdings, LGI, and LGC, collectively, the "Limagrain Parties"), a Canadian corporation, on the other hand, pursuant to which the KWS Parties and the Limagrain Parties have agreed to form JVC and JVC Canada, and GLH and LGC have agreed to contribute certain assets and liabilities of the GLH Business and the LGC Business (each such capitalized term, and each other capitalized term used herein without definition, having the meaning given in the Joint Venture Agreement) to JVC, and LGINC has agreed to contribute certain assets and liabilities of the LGINC Business to JVC Canada.

B. JVC has been formed pursuant to a Limited Liability Company Agreement ("LLC Agreement"), dated as of July 1, 2000, between GLH and LGC, and JVC Canada has been formed pursuant to the Joint Venture Agreement and the Organizational Documents of JVC Canada.

C. Licensor has acquired 34% of the outstanding equity interests of JVC, and KWS MAIS has acquired 34% of the outstanding equity interests of JVC Canada.

D. Licensor owns and uses the "Great Lakes Hybrids" trade name, trademark and logo and certain other trade names, trademarks, service marks, logos or designs and registrations and/or applications related thereto (collectively, and together with any and all common law rights pertaining thereto, the "Trademarks"), including, but not limited to, those Trademarks set forth on the list which is attached as Schedule A hereto, in connection with Licensor's field seed production and marketing and corn research and breeding businesses.

E. JVC desires to use the Trademarks in connection with the business of producing, marketing and selling corn, soybean, and alfalfa, canola and forage seed and

conducting corn research and breeding activities (the "JVC Business") in the United States and Puerto Rico (the "U.S. Territory"); and JVC Canada desires to use the Trademarks in connection with the JVC Business in Canada (the "Canadian Territory"), and, collectively with the U.S. Territory, the "Territory"). Subject to the terms and conditions set forth below, Licensor is willing to grant an exclusive license to each of the JVCs to use the Trademarks in connection with the JVC Business

NOW, THEREFORE, in consideration of the premises, it is agreed as follows:

1. Grant of Trademark License. (a) Subject to the terms and conditions contained herein, Licensor hereby grants to JVC, and JVC hereby accepts, a fully paid-up, non-transferable, exclusive right and license to use the Trademarks throughout the U.S. Territory in connection with the JVC Business.

(b) Subject to the terms and conditions contained herein and provided Licensee is in compliance with the terms hereof, Licensor hereby grants to JVC Canada, and JVC Canada hereby accepts, a fully paid-up, non-transferable, exclusive right and license to use the Trademarks throughout the Canadian Territory in connection with the JVC Business.

(c) Each Licensee shall have the right to grant sublicenses in connection with the operation of the JVC Business, but shall ensure that any sublicensee shall execute a written agreement to be bound by the terms and conditions hereof. Each Licensee shall notify Licensor in writing of any sublicense of rights granted hereunder.

2. Use of Trademarks; Compliance with Law. Licensees shall not make any modification or changes to the Trademarks or create any derivative trademarks, brand names or logos, without the prior written consent of the Licensor. All uses of the Trademarks made by the Licensees shall faithfully reproduce the design and appearance of the Trademarks as reflected on Schedule A. Licensees shall use the Trademarks in compliance with applicable law and shall use such notice or legend as Licensor may reasonably designate by written notice from time to time. If this Agreement or any associated transaction is required by the law of any nation to be either approved by or registered with any governmental agency, Licensor and Licensees shall each assume all legal obligations to do so and each shall cooperate with the other in obtaining any such approval or making any such registration.

3. Quality Control. Each of the Licensees agrees to use the Trademarks in accordance with such quality standards as may be set by Licensor and communicated to such Licensee from time to time or as may be agreed to by Licensor and such Licensee from time to time. Upon Licensor's request from time to time, each Licensee shall provide to Licensor representative samples of its uses of the Trademarks or permit Licensor to inspect such Licensee's places of business where the Trademarks are used. In the event Licensor notifies a Licensee of its failure to maintain appropriate quality standards with respect to its uses of the Trademarks, such Licensee shall use reasonably diligent efforts to cure the cause of such failure or, if such Licensee is unable to cure it,

discontinue such non-conforming uses; provided, however, that a Licensee shall be deemed to have maintained such appropriate quality standards if: (i) Licensor does not object to any such uses within thirty (30) days of its actual receipt of representative samples of such uses; or (ii) the quality of such uses is commensurate with the quality adhered to by Licensor and its other licensees before the date hereof.

4. Ownership. (a) Each of the Licensees acknowledges and admits the validity of the Trademarks and agrees that it will not, directly or indirectly, challenge the validity of the Trademarks, or any registrations thereof and/or applications therefor in any jurisdiction, or the right, title and interest of Licensor therein and thereto, nor will it claim any interest in the Trademarks in any jurisdiction, other than the rights expressly granted hereunder.

(b) Each of the Licensees acknowledges that (i) the Trademarks, as well as all trademarks and logos derived from the Trademarks during the course of this Agreement, are and will remain the exclusive property of Licensor and (ii) all uses of the Trademarks shall inure solely to the benefit of Licensor. Each of the Licensees and Licensor agree not to do or permit to be done any act or thing that will in any way impair the rights of Licensor in and to the Trademarks. Nothing in this Agreement grants, nor shall a Licensee acquire hereby, any right, title or interest in or to the Trademarks or any goodwill associated therewith, other than those rights expressly granted hereunder. Without limiting the generality of the foregoing, the parties hereby agree that all goodwill arising from or related to use of the Trademarks by the Licensees shall accrue to the owner of such Trademark.

(c) A Licensee shall not at any time, without the prior written consent of Licensor, register in its own name or in the name of any third party, or otherwise claim ownership of, the Trademarks, or any marks derived therefrom. If a Licensee at any time, without the prior written consent of Licensor, files or causes to be filed, in its own name or otherwise on its behalf, an application to register or otherwise takes steps under applicable laws to obtain trademark protection of the Trademarks in any country, territory or jurisdiction, such Licensee shall, at the direction of Licensor, either (i) assign and transfer to Licensor, without further consideration, all right, title and interest in or to the Trademarks in such country, territory or jurisdiction, or (ii) surrender and abandon such registration or application for registration.

5. Maintenance; Registrations; Filings. (a) Licensor shall, at Licensee's expense, use commercially reasonable efforts to maintain the Trademarks and, where applicable, all registrations thereof and/or applications therefor in the Territory. Each Licensee shall execute all documents as are reasonably necessary or expedient to aid in, and shall otherwise cooperate at Licensee's expense with, Licensor's efforts to prepare, obtain, file, record and maintain all such registrations and applications.

(b) Licensor shall have no further maintenance obligations as to the Trademarks or any registration thereof or application therefor upon giving written notice to Licensees that it does not intend to continue such maintenance. Upon receiving such notice and in each case after obtaining the written consent of Licensor, JVC shall have

the right to continue such maintenance in the U.S. Territory and JVC Canada shall have the right to continue such maintenance in the Canadian Territory, in each case at such Licensee's expense and in such Licensor's name. In the event either Licensee elects to continue such maintenance, Licensor shall, to the extent reasonably necessary, execute all documents to aid in, and shall otherwise cooperate with, such Licensee's efforts to maintain registrations and/or prosecute applications for the Trademarks. Notwithstanding anything to the contrary contained herein, after giving such notice, Licensor shall not be liable to either Licensee in any manner for any failure by Licensor to maintain any Trademarks.

(c) Licensor may, at JVC's or JVC Canada's expense, as the case may be, make applications to register or record JVC, in the U.S. Territory, and JVC Canada, in the Canadian Territory, as a user or licensee of any Trademarks as may be required by or desirable under applicable law. Such Licensee, at such Licensee's expense upon reasonable request by Licensor, shall join in such applications and shall execute such other documents as may be necessary or desirable to implement such applications, including the entry into further confirmatory and recordable registered user agreements within the terms hereof.

6. Infringement or Dilution. Each party shall promptly notify the other upon becoming aware of any infringement or illegal use of the Trademarks. In any such case, Licensor may take such steps to stop such infringement or illegal use as Licensor may deem necessary in its sole discretion to protect the Trademarks. If Licensor elects not to do so or fails to do so within thirty days, Licensees may take such steps to stop such infringement or illegal use, and any such action may be brought, if required, in the Licensor's name, provided, however, that a settlement of any dispute relating to the Trademarks may be made only with the Licensor's prior written approval, which approval shall not be unreasonably withheld. A party taking steps under this Section 6 shall bear all costs and expenses in connection therewith, shall control the litigation and settlement of such action (except as to its settlement in accordance with the preceding sentence of this Section 6), and shall receive all monetary recovery resulting from any action brought by it and the other party hereto shall have no claim to any part of such recovery. Licensor and Licensees shall reasonably cooperate with each other in any steps taken to protect the Trademarks in accordance herewith.

7. Indemnification. (a) Each Licensee shall defend, indemnify and hold harmless Licensor and its affiliates, successors and assigns, and its and their respective officers, directors, employees, agents, attorneys and representatives, from and against any and all claims, causes of action, suits, damages, losses, liabilities, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) ("Claims") resulting from or arising out of any third party claims, actions or proceedings brought against Licensor arising out of (i) such Licensee's breach of any term, condition, representation or warranty made in this Agreement, (ii) any use by such Licensee of the Trademarks, or (iii) the conduct of such Licensee's business.

(b) Licensor shall defend, indemnify and hold harmless each of the Licensees and its respective officers, directors and employees, and shall pay on behalf of

each Licensee and each such individual, all Claims relating to or arising out of any third party claims, actions or proceedings brought against any of the foregoing (i) related to or arising out of Licensor's breach of any term, condition, representation or warranty made in this Agreement, or (ii) asserting that use by the Licensor or Licensee of the Trademarks conflicts with, infringes upon or violates the common law or statutory trademark rights of any third party.

(c) The party asserting a right to indemnification under this Section (the "Indemnitee") will so notify the other parties (each, an "Indemnitor") in writing. If the facts giving rise to such indemnification involve any actual or threatened claim or demand by or against a third party, the Indemnitor will be entitled to control the defense or prosecution of such claim or demand in the name of the Indemnitee, if the Indemnitor notifies the Indemnitee in writing of its intention to do so within 20 days of receipt of such notice. Notwithstanding the preceding, the Indemnitee will have the right to participate in the defense or prosecution of the claim or demand through counsel of its own choosing, and such participation will be at the Indemnitee's expense unless the Indemnitor fails to commence to defend or prosecute such claim or demand within a reasonable time or fails to continue to defend or prosecute vigorously such claim or demand. Whether or not the Indemnitor chooses to defend or prosecute such claim, the parties will cooperate in the prosecution or defense of such claim and will furnish such records, information and testimony and attend such conferences, discovery proceedings, hearings, trials and appeals as may reasonably be requested in connection with such claim. The Indemnitor will not settle or permit the settlement of any such third party claim or action other than by payment of money without the prior written consent and full release of the Indemnitee, which consent and full release will not be unreasonably withheld. The Indemnitee will not settle or permit the settlement of any such third party claim or action without the prior written consent and full release of the Indemnitor, which consent and full release will not be unreasonably withheld.

8. Representations and Warranties. Each party hereto represents and warrants that it has full corporate power and authority to execute, deliver and perform this Agreement; that the execution, delivery and performance of this Agreement by such party has been duly authorized and will not contravene any laws applicable to it or any contracts to which it is a party, and that this Agreement is the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms. Licensor further represents and warrants that (a) Licensor owns the Trademarks, (b) Licensor has the right and power to grant the licenses granted to the Licensees hereunder, and (c) to the knowledge of Licensor, the use by each Licensee of the Trademarks licensed to it hereunder will not infringe upon the rights of any other person.

9. No Assignment. This Agreement, including the licenses granted herein, shall not be assigned, voluntarily or involuntarily, by either Licensee without the prior written consent of the Licensor and any attempt to assign without such consent shall be void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

10. Term; Termination. (a) The term of this Agreement shall commence on the date first written above and continue in perpetuity unless earlier terminated in accordance with Section 10(b).

(b) Licensor, at its sole discretion, may terminate this Agreement with respect to a particular Licensee, immediately upon written notice to such Licensee, if: such Licensee: (i) violates Section 9 of this Agreement, or (ii) breaches any other material term of this Agreement and fails to cure such breach within thirty days following such Licensee's receipt of written notice thereof, or (iii) is dissolved in accordance with the terms of the organizational documents of such Licensee, or (iv) is unable to pay its debts when due, or makes an assignment for the benefit of any of its creditors, or files any petition in bankruptcy, or has a receiver or trustee appointed for its business or property, or is adjudicated bankrupt or insolvent. Upon any such termination, all rights and licenses granted to such Licensee hereunder shall immediately revert to the Licensor and such Licensee shall immediately cease to use, directly or indirectly, in any manner whatsoever, the Trademarks (or any name or mark confusingly similar to the Trademarks), except to the extent that Licensor and such Licensee may agree in writing that such Licensee may continue to use the Trademarks for a period of time after the date of such termination in connection with existing inventory, signage, advertising or other uses specified in such writing.

(c) Notwithstanding the foregoing, Sections 7, 11, 12, and 13 shall survive any termination (in whole or in part) of this Agreement.

11. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflicts of law principles thereof.

12. Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, validity or termination hereof, shall be finally settled by arbitration in accordance with Section 10.4 of the Joint Venture Agreement and may be consolidated in one proceeding with any arbitration relating to the Joint Venture Agreement or any of the Operative Agreements.

13. Notices. All notices, consents, requests, instructions, approvals and other communications provided for herein shall be in writing and shall be deemed validly given (i) upon personal delivery, (ii) one day after being sent by facsimile with telephone confirmation of receipt, or (iii) three days after being sent by recognized international express courier service that maintains records of receipt:

(a) if to GLH, at:

KWS Seeds, Inc.
1788 Marschall Road
Shakopee, MN 55379
Telephone: (612) 445-8090
Facsimile: (612) 496-0205

Attention: General Manager

with a copy to:

KWS SAAT AG
Grimsehlstraße 31
D-37555 Einbeck
Federal Republic of Germany
Telephone: 49 (55 61) 311-1
Facsimile: 49 (55 61) 311-511
Attention: Managing Board

(b) if to JVC, at:

Agrelant Genetics, LLC
1122 East 169th Street
Westfield, IN 46074
Telephone:
Facsimile:
Attention:

(c) if to JVC Canada, at
Agrelant Genetics Inc.
6836 Pain Court Line
Pain Court, Ontario
Canada H2Y 3X2
Telephone:
Facsimile:
Attention:

or at such other address or facsimile number as any party hereto may designate by written notice to the other parties hereto.

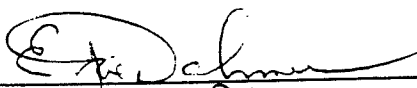
14. Further Assurances. Each party agrees to execute all such further instruments and documents and to take all such further action as the other party may reasonably require in order to effectuate the forms and purposes of this Agreement.

15. Miscellaneous. The parties hereto are independent contractors with respect to each other and nothing herein shall create any association, partnership, joint venture or agency relationship between them. Any modification, supplement, or amendment to this Agreement, or any waiver hereunder, shall be effective only if made in writing and signed by the party against whom enforcement is sought. Waiver by a party of any breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent or other breach. If any provision hereof is held to be invalid or unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and the parties shall replace the invalid or unenforceable provision by a valid and enforceable provision that has the effect nearest to that of the provision being

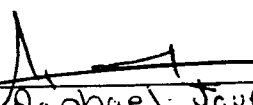
replaced; and (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction. Each Licensee acknowledges that money damages would not adequately compensate Licensor in the event of a breach by Licensee of its obligations hereunder, and agrees that, in addition to any other remedies available to Licensor at law or in equity, Licensor shall be entitled to injunctive relief in the event Licensee is in breach of any covenant or agreement contained herein. Licensor acknowledges that money damages would not adequately compensate Licensees in the event of a breach by Licensor of its obligations hereunder, and agree that, in addition to any other remedies available to a Licensee at law or in equity, Licensees shall be entitled to injunctive relief in the event Licensor is in breach of any covenant or agreement contained herein. This Agreement (including the Schedules hereto), together with the Joint Venture Agreement and the other Operative Agreements, represents the entire understanding between the parties with respect to its subject matter, and supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to its subject matter. This Agreement may be executed in one or more counterparts, which shall together constitute but one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date first written above.


GREAT LAKES HYBRIDS, INC.

By: 
Name: E. JOE Dahmer
Title: Chairman of the Board

AGRELIANT GENETICS, LLC

By: 
Name: Raphael Journel
Title: President / CEO

AGRELIANT GENETICS, INC.

By: 
Name: James A. Simon
Title: President / Chief Operating Officer

SCHEDULE A

Registered Trademarks

<u>Country</u>	<u>Mark</u>	<u>Application/ Registration No.</u>
United States	Great Lakes Hybrids	No. 1,827,639
United States	Great Lakes Hybrids	No. 1,835,607
United States	Signature Seeds	No. 1,844,616
United States	Trusted in the Field	No. 2,144,285
United States	Preferred Genetics	Pending
United States	Preferred Genetics	Pending

Unregistered Trademarks

Canada Great Lakes Hybrids and design