

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
Eureka Seeds, Inc.		12/31/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	AgReliant Genetics, LLC		
Street Address:	1122 E. 169th Street		
City:	Westfield		
State/Country:	INDIANA		
Postal Code:	46074		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4399166	EUREKA SEEDS	
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.00001		
NAME OF SUBMITTER:	Alatair J. Warr		
Signature:	/Alastair J. Warr/		

OP \$40.00 4399166

Date:

01/14/2014

Total Attachments: 5

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**INTELLECTUAL PROPERTY
ASSIGNMENT AGREEMENT**

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement") is entered into as of December 31, 2013 by and between AGRELIANT GENETICS, LLC, a Delaware limited liability company ("Buyer"), and EUREKA SEEDS, INC., a California corporation ("Seller"). Unless otherwise defined herein, all capitalized terms used herein shall have the meaning set forth in the Purchase Agreement (as hereinafter defined).

PREAMBLE

Buyer, Seller and Vilmorin USA Corp., a Delaware corporation, are parties to an Asset Purchase Agreement dated of even date herewith (the "Purchase Agreement"). Pursuant to the Purchase Agreement, certain intellectual property rights of Seller are to be assigned to Buyer by Seller, all as more particularly described below. Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows with the intent to be legally bound.

AGREEMENT

1. Assignment. Pursuant and subject to the terms of the Purchase Agreement, Seller hereby grants, bargains, sells, conveys, delivers, assigns and transfers to Buyer all of the Seller's right, title and interest in and to all of the intellectual property rights of Seller related to the Business, including the name, logo, and intellectual property registrations for "Eureka Seeds," all going concern value, goodwill, telephone and telecopy numbers, websites (including www.eurekaseeds.com and all related aliases) (the "Website"), domain names, and e-mail addresses and listings (collectively, the "Intellectual Property").

2. Assumption. Pursuant and subject to the terms of the Purchase Agreement, Buyer hereby accepts the assignment of the Intellectual Property.

3. Registrar. Seller is the current registrant of record for the Website with eNom, Inc. (the "Registrar"). Seller hereby irrevocably consents and authorizes Registrar in charge of the Website to transfer the Website to Buyer in accordance with its regular transfer procedures. Buyer and Seller will cooperate in facilitating such transfer and will follow the rules designated by Registrar to effect such transfer.

4. Conflict. This Agreement is made, executed and delivered in accordance with and is subject to the terms and conditions set forth in the Purchase Agreement. In the event of any conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall govern and control.

5. Miscellaneous.

5.1. Further Assurances. Upon the other party's reasonable request, each party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

5.2. Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

5.3. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

5.4. Amendment and Modification. No amendment or modification to this Agreement shall be effective unless it is in writing and signed by each of the parties.

5.5. Choice of Law. This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of the State of California, without regard to the conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.

5.6. Entire Agreement. This Agreement, together with the Purchase Agreement and the documents contemplated thereby contain the entire agreement of the parties with respect to the transactions contemplated hereby and supersedes all other prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions.

5.7. Successors and Assigns. This Agreement is binding upon, and will inure to the benefit of, the parties and their respective successors and permitted assigns.

5.8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall have the same legal effect as delivery of an original signed copy of this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

"SELLER"

EUREKA SEEDS, INC.,
a California corporation

By: 

Rémi Bastien, President

"BUYER"

AGRELIANT GENETICS, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

"SELLER"

HUREKA SEEDS, INC.,
a California corporation

By: _____
Rémi Bastien, President

"BUYER"

AGRELIANT GENETICS, LLC,
a Delaware limited liability company

By: _____
Name: Codie Anderson
Title: VP Sales & Marketing

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT