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U. S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings 39-21(52888/02); MTC 6851.3

102282330

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

1. Name of conveying party(ies):

Refas, Inc.

11-13-02

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

2. Name and address of receiving party(ies)

Name: Monsanto Company

Internal Address:

Street Address: 800 N. Lindbergh

City: St. Louis State: MO Zip: 63167

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date 01/02/02, 01/02/02, 09/17/02, respectively

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) 07/608,306, filed 11/2/90; 07/799,661, filed 11/21/91; 08/111,282, filed 8/24/93; 08/309,559, filed 9/20/94; 09/692,797, filed 10/20/00

B. Patent No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kathleen M. Petrillo

Internal Address: Senniger, Powers, Leavitt & Roedel

Street Address: One Metropolitan Square

City: St. Louis State: MO Zip: 63102

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 3.41) \$200.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

11/14/2002 TDIAZI 00000101 07608306

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kathleen M. Petrillo Name of Person Signing

Signature

11-5-02 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

PATENT REEL: 013478 FRAME: 0790

ASSIGNMENT OF PATENT

This Patent Assignment Agreement between the following named parties is dated and made effective as of the 2nd day of January, 2002, pursuant to the provisions of the **ASSET PURCHASE AGREEMENT** entered into as of January 2, 2002, by and among **MONSANTO COMPANY**, a Delaware corporation, **VERDANT BRANDS, INC.**, a Minnesota corporation, formerly known as Ringer Corporation, and its wholly-owned subsidiary, **REFAS, INC.**, a Delaware corporation, formerly Safer, Inc.

In consideration of the terms of the **ASSET PURCHASE AGREEMENT**, the sum of Ten Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **VERDANT BRANDS, INC.**, a Minnesota corporation, formerly known as Ringer Corporation, and its wholly-owned subsidiary, **REFAS, INC.**, a Delaware corporation having its principal place of business at 9100 West Bloomington Avenue, Suite 113, Bloomington, Minnesota 55431, formerly Safer, Inc., a Delaware corporation having its principal place of business at 9100 West Bloomington Avenue, Suite 113, Bloomington, Minnesota 55431, (hereinafter collectively "Assignor") hereby sells, assigns, transfers, sets over, and conveys, any and all of its entire right, title, and interest in, to and/or under the inventions and improvements described and/or claimed in United States Patent Application Serial No. 07/608,306, filed November 2, 1990, and all continuation, reissue or divisional applications thereof and/or issued patents therefor; United States Patent Application Serial No. 08/309,559, filed September 20, 1994 and all continuation, reissue or divisional applications thereof and/or issued patents therefor; United States Patent Application Serial No. 09/692,797, filed October 20, 2000 and all continuation, reissue or divisional applications thereof and/or issued patents

therefor; and International Application No. PCT WO 91US8072 (International Publication No. WO 92/07467) and all national applications thereof and/or issued patents therefor, in and for the United States of America and all foreign countries, including all rights to income and/or royalties, all treaty and convention rights and the right to sue for present, past, and future infringement, the same to be held and enjoyed by said MONSANTO COMPANY, a Delaware corporation having its principal place of business at 800 North Lindbergh Boulevard, St. Louis, Missouri 63167, (hereinafter "Assignee"), its successors, assigns, or other legal representatives, to the full ends of the terms for which all Letters Patents therefor may be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made; and Assignee, hereby acknowledges said assignments;

And said Assignee is hereby authorized to make application for, to prosecute, and to receive Letters Patent for any and all of said inventions and improvements in any and all of said countries at its election;

And the Assignor hereby declares that it consents without any objection that said Assignee may, if necessary, take the steps for the recordation of the change of name of Safer, Inc. to REFAS, INC. with respect to the subject matter of this assignment;

And the Assignor hereby declares that it consents without any objection that said Assignee may take the steps for the recordation of this assignment in the sole name of the Assignee;

And by this covenant, Assignor agrees that it will execute or procure any further necessary assurance of title to said invention and Letters Patent on behalf of Assignee, and at any time, upon the request of said Assignee, without further compensation, will execute and deliver, and/or obtain the execution and delivery of, any and all documents, papers and/or the like that

Assignee believes may be necessary or desirable to perfect, record, register and/or memorialize the title to said inventions or any Letters Patents which may be granted therefor in said Assignee, its successors, assigns or other legal representatives, and, upon the request of said Assignee, will execute and/or obtain the execution of any additional, continuation, reissue or divisional applications for patents for said inventions, or any part or parts thereof, and for the reissue of any Letters Patents to be granted therefor, and will make all rightful oaths and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, its successors, assigns, or other legal representatives;

And the Assistant Commissioner for Patents is hereby authorized and requested to issue any and all Letters Patent of the United States of America for said inventions to said Assignee.

IN WITNESS WHEREOF, Assignor and Assignee have each caused the Assignment Agreement to be executed by its duly authorized officer, identified below, as of the date initially set forth above.

VERDANT BRANDS, INC.
(ASSIGNOR)

By: Brian R. Malloy
Title: President

Subscribed to and sworn to before me, a notary public, this 2 day of January 2002

My commission expires: 1-31-05

LaDonna E. Haaland
Notary Public



REFAS, INC. (formerly Safer, Inc.)
(ASSIGNOR)

By: Brian R. Malley
Title: President

Subscribed to and sworn to before me, a notary public, this 2 day of January
2002

My commission expires
1-31-05



LaDonna E. Haaland
Notary Public

MONSANTO COMPANY
(ASSIGNEE)

By: Grace L. Bonner
Title:

Grace L. Bonner,
Intellectual Property Counsel
Authorized to sign this document for
Monsanto Company by resolution
of the Board of Directors,
dated September 20, 2000.

Subscribed to and sworn to before me, a notary public, this 27th day of September
2002

My commission expires:
4/10/2005

Norma R. Pope
Notary Public

