

PATENT ASSIGNMENT

Electronic Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Snake River Chemicals, Inc. | 10/04/2004 |
| RECEIVING PARTY DATA | |
| Name: | Wilbur-Ellis Company |
| Street Address: | 345 California Street |
| Internal Address: | 27th Floor |
| City: | San Francisco |
| State/Country: | CALIFORNIA |
| Postal Code: | 94104 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Patent Number: | 5007953 |
| Patent Number: | 5024690 |
| CORRESPONDENCE DATA | |
| Fax Number: | (415)772-4005 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 415-772-4180 |
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| Correspondent Name: | Robert L. Schmalz |
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| Address Line 2: | 27th Floor |
| Address Line 4: | San Francisco, CALIFORNIA 94104 |
| NAME OF SUBMITTER: | David Granoff |
| Total Attachments: 3 source=SRC Patent Assignment#page1.tif source=SRC Patent Assignment#page2.tif source=SRC Patent Assignment#page3.tif | |

OP \$80.00 5007953

PATENT

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ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS is made as of October 4, 2004 by and between Snake River Chemicals, Inc., an Idaho corporation ("SRC"), and Wilbur-Ellis Company, a California corporation ("Wilbur-Ellis").

WHEREAS, Wilbur-Ellis and SRC are parties to an Asset Purchase Agreement dated October 1, 2004, pursuant to which SRC agrees to assign to Wilbur-Ellis, and Wilbur-Ellis agrees to assume, all SRC's right, title, and interest in and to the patents described below;

WHEREAS, Wilbur-Ellis and SRC wish to document by formal assignment to Wilbur-Ellis of SRC's right, title, and interest in and to the patents.

NOW, THEREFORE, the parties agree as follows:

1. "Assigned Patents" shall mean the issued U.S. patents described as (i) Seed Treatment Compositions U.S. Patent No. 5,007,953; and (ii) Seed Treatment Compositions U.S. Patent No. 5,024,690; including, but not limited to: all related know-how, trade secrets, discoveries, concepts, ideas, technologies, whether patentable or not, including processes, methods, formulas and techniques; any and all related written, unpatented technical or scientific information currently owned by SRC, including laboratory and clinical notebooks, research data, research memoranda, computer software (including source code), computer records, scientist's notes, consultant reports, research reports from third parties, abandoned patent applications, invention disclosures, patentability reports and searches, patent and literature references, and the like..
2. For good and valuable consideration, receipt of which is hereby acknowledged, SRC hereby assigns to Wilbur-Ellis all of its right, title and interest in the Assigned Patents. SRC further acknowledges that included in this assignment is the right to bring suit to enforce any of the Assigned Patents against activities which occurred before the date of this Agreement..
3. Wilbur-Ellis hereby accepts the assignment of the Assigned Patents and hereby assumes all obligations and liabilities of SRC with respect to, in connection with, or arising out of the ownership of the Assigned Patents.
4. SRC agrees to execute upon the request of Wilbur-Ellis any assignment paper or other document reasonably necessary to evidence the assignment of the rights hereunder to Wilbur-Ellis, and agrees to reasonably cooperate with Wilbur-Ellis to effectuate the assignment of these rights to Wilbur-Ellis.
5. This Agreement shall be construed in accordance with and governed by the laws of the State of California, excluding any choice of law rules which direct the application of the laws of another jurisdiction.

6. This Agreement, together with the Asset Purchase Agreement, constitutes the sole understanding of the parties with respect to the transactions provided herein and supersedes and merges herein any previous agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.
7. This Agreement may be executed in two or more counterparts and all such counterparts so executed shall constitute an original agreement binding on all the parties and together shall constitute but one instrument.

IN WITNESS WHEREOF, this Agreement was executed by SRC and Wilbur-Ellis as of the date first written above.

WILBUR-ELLIS COMPANY

SNAKE RIVER CHEMICALS, INC.

By: Harbert B. Jolly

Title: C.E.O.

By: _____

Title: _____


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WILBUR-ELLIS COMPANY

SNAKE RIVER CHEMICALS, INC.

By: _____

By:  _____

Title: _____

Title: CFO _____