PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Soygenetics, LLC	03/24/2008

RECEIVING PARTY DATA

Name:	Mertec, LLC
Street Address:	103 Avenue D
City:	West Point
State/Country:	IOWA
Postal Code:	52656

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	11670494	

CORRESPONDENCE DATA

Fax Number: (303)799-6898

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 303-799-6444

Email: elbj@jondlelaw.com

Correspondent Name: Jondle & Associates P.C.

Address Line 1: 858 Happy Canyon Road

Address Line 2: Suite 230

Address Line 4: Castle Rock, COLORADO 80108

ATTORNEY DOCKET NUMBER: 1423-138

NAME OF SUBMITTER: Elizabeth L. Bennett-Jarvis

Total Attachments: 5

500628022

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PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Assignment"), effective March 24, 2008 (Effective Date), is made by and between Soygenetics, LLC, a Delaware limited liability company ("Assignor") with its principal offices located at 4846 East 450 North Lafayette, IN 47905 and Mertec, LLC, an Iowa limited liability company (Assignee), with its principal offices located at 103 Avenue D, West Point, Iowa 52656.

RECITALS

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement dated March 3, 2008 (as amended, the "Asset Purchase Agreement"; capitalized terms used herein, unless separately defined herein, shall have the meanings ascribed to them in the Asset Purchase Agreement);

WHEREAS, Assignor is the owner of the patents and patent applications which are registered and/or pending in the United States and identified in the attached Schedule A (the "Patents").

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor wishes to assign its interests in the Patents to Assignee and Assignee wishes to accept such assignment and assume all of Seller's interests in the Patents.

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Assignor and Assignee agree as follows:

TERMS AND CONDITIONS

- 1. <u>Assignment</u>: Assignor assigns and transfers to Assignee, its' successors and assigns, Assignor's entire right, title and interest in and to the Patents, including all divisions, reissues, substitutions, continuations, re-examinations, and applications relating to the Patents.
- 2. <u>Authorization</u>: Assignor authorizes and requests the Commissioner of Patents and Trademarks to recognize this Assignment, to issue all pending applications for the Patents to Assignee, and to issue Letters Patents of the United States to the Assignee of the Assignor's entire right, title and interest in and to the inventions of the Patents.
- 3. <u>Past Infringement</u>: The Assignment includes a transfer of all rights to sue and receive damages in connection with any claims for damages by reason of past infringement of the Patents.
- 4. <u>Worldwide Assignment</u>: The Assignment is effective in all countries of the world. Assignee shall therefore have the right to file applications and obtain patents based on the Patents in any country and shall have the right to claim priority in any country under the terms of any applicable international convention.
- 5. <u>Covenants</u>: Assignor covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this Assignment and sale.
- 6. <u>Cooperation</u>: Assignor agrees to execute any and all applications, assignments, affidavits, and any other papers reasonably necessary to perfect Assignee's rights in the Patents.

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- 7. <u>Entire Agreement</u>: This Assignment contains the entire understanding of the parties relating to the subject matter hereof and supersedes all previous verbal and written agreements relating thereto.
 - 8. Governing Law: This Agreement shall be governed by the laws of the State of Iowa.

[Signature Page Follows]

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

ASSIGNOR:

SOYGENETICS, LLC

Name: Steve Baluch Title: President

ACKNOWLEDGMENT

STATE OF INDIADA)	
COUNTY OF TIPPOCAUDE) SS:	1 1
On this 2 day of MARA, 2008, STEVE BALUCH, the PRESIDENT	Г
	ed betore me
and stated that the foregoing instrument was signed on behalf of such compan	y nursuant to
proper authority, and acknowledged the execution of the instrument as the free ac	t and deed of

[SEAL]

Notaty Public
My Commission Expires:

[PATENT ASSIGNMENT ASSIGNOR SIGNATURE PAGE]
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PATENT

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ASSIGNEE:

MERTEC, LLC

By: Jung A Mean Dean Name: Juseph H- Mersch wag
Title: President

ACKNOWLEDGMENT

STATE OF JOHN

) ss

COUNTY OF Lee

of March 2008 Toseph H- Merchiller Vestaluct of March to me personally known, personally appeared before me and stated that the foregoing instrument was signed on behalf of such company pursuant to proper authority, and acknowledged the execution of the instrument as the free act and deed of the company.



[SEAL]

Notary Public

My Commission Expires:

2/28/21/1

[PATENT ASSIGNMENT ASSIGNEE SIGNATURE PAGE]
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PATENT

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SCHEDULE A

The following U.S. patents and/or patent applications are subject to the Patent Assignment:

DOCKET NO.	FILING DATE/ ISSUE DATE	SERIAL NO./ PATENT NO.	INVENTOR	TITLE
1379-002	Issued 12/07/2004	Patent No. 6,828,479	Ivers	Soybean Cultivar SG0911RR
1379-003	Issued 11/30/2004	Patent No. 6,825,401	Ivers	Soybean Cultivar SG1911NRR
1379-005	Issued 12/07/2004	Patent No. 6,828,480	McCall	Soybean Cultivar SG5010NRR
1379-006	Issued 4/26/2005	Patent No. 6,884,922	McCall	Soybean Cultivar SG5611NRR
1379-008	Issued 7/25/2006	Patent No. 7,081,569	Ivers	Soybean Cultivar SG1120RR
1379-009	Issued 5/31/2005	Patent No. 6,900,375	Ivers	Soybean Cultivar SG1330NRR
1379-010	Issued 1/2/2007	Patent No. 7,157,622	lvers	Soybean Cultivar SG1431RR
1379-011	Issued 4/10/2007	Patent No. 7,202,399	Van Meeteren	Soybean Cultivar SG4911NRR
1379-012	Issued 3/27/2007	Patent No. 7,196,248	Van Meeteren	Soybean Cultivar SG5322NRR
1379-013	Issued 1/16/2007	Patent No. 7,164,060	Van Meeteren	Soybean Cultivar SG5030NRR
1379-016	Issued 5/1/2007	Patent No. 7,211,715	Ivers	Soybean Cultivar SG0850RR
1379-017	Issued 4/27/2007	Patent No. 7,208,658	Ivers	Soybean Cultivar SG1750NRR
1379-020	Filed 2/2/07	Serial No. 11,670,494	Pazdernik	Soybean Cultivar SG4377NRR
1379-021	Filed 2/2/07	Serial No. 11/670,508	Pazderník	Soybean Cultivar SG3865N
1379-022	Filed 12/12/2007	Serial No. 11/954,571	Pazdernik	Soybean Cultivar SG387ONRR

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RECORDED: 08/22/2008

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