

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Micro Flo Company LLC	03/31/2006
BASF Corporation	03/31/2006
RECEIVING PARTY DATA	
Name:	Arysta LifeScience North America Corporation
Street Address:	15401 Weston Parkway, Suite 150
City:	Cary
State/Country:	NORTH CAROLINA
Postal Code:	27513
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5653973
CORRESPONDENCE DATA	
Fax Number:	(703)770-7901
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	703-770-7900
Email:	patricia.munoz@pillsburylaw.com, sdipdocket@pillsburylaw.com
Correspondent Name:	Pillsbury Winthrop Shaw Pittman LLP
Address Line 1:	12255 El Camino Real, Suite 300
Address Line 4:	San Diego, CALIFORNIA 92130-4088
ATTORNEY DOCKET NUMBER:	042984-0356314
NAME OF SUBMITTER:	Robert M. Bedgood

Total Attachments: 10
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**PATENT
 REEL: 022597 FRAME: 0184**

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BILL OF SALE AND ASSIGNMENT

This Bill of Sale and Assignment (this "Bill of Sale") is made as of March 31, 2006, by and among Arysta LifeScience Corporation, a Japanese corporation ("Arysta"), Arysta LifeScience North America Corporation, a California corporation and a majority-owned subsidiary of Arysta ("Arysta Sub" and, together with Arysta, the "Buyers"), BASF Corporation, a Delaware corporation ("BASF") and Micro Flo Company LLC, a Georgia limited liability company and a direct or indirect wholly-owned subsidiary of BASF ("MFC" and, together with BASF, the "Sellers"). The Buyers and the Sellers are parties to that certain Amended and Restated Asset Purchase Agreement dated as of March 30, 2006 (as may be amended and in effect from time to time, the "Asset Purchase Agreement"). This Bill of Sale and Assignment is being made and entered into pursuant to Section 3.2(a)(i) of the Asset Purchase Agreement, and is in consideration of the mutual promises, covenants, representations and warranties made by the Buyers and the Sellers to each other in the Asset Purchase Agreement and of the mutual benefits to be derived therefrom. Capitalized terms used herein and not otherwise defined shall have the same meanings ascribed to them in the Asset Purchase Agreement.

1. Sale and Assignment of Assets. In accordance with and subject to the terms and conditions of the Asset Purchase Agreement, for good and valuable consideration, the receipt of which is hereby acknowledged, the Sellers do hereby sell, transfer, convey, assign and deliver to Arysta Sub all of the Sellers' right, title and interest in and to the Purchased Assets, and Arysta Sub does hereby purchase, acquire and accept all of the Sellers' right, title and interest in and to the Purchased Assets.

2. Further Assurances. The Sellers agree to cooperate with the Buyers to do, execute, acknowledge, and deliver, or to cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, conveyances, transfers, assignments, powers of attorney, assurances and other documents as reasonably requested by the Buyers to transfer, evidence, vest, perfect and confirm, document and carry out the sale of all of the Purchased Assets as contemplated by the Asset Purchase Agreement and this Bill of Sale and the Buyers' ownership of all right, title and interest therein.

3. Effect of Agreement. Notwithstanding anything to the contrary contained herein, this Bill of Sale shall not constitute an assignment, or an attempted assignment, to the Buyers of any Contract to the extent that the assignment of such Contract requires the consent of the other party or parties thereto or if an attempted assignment thereof would constitute a breach of such Contract, unless consent of the other party or parties to such Contract has been obtained. Nothing in this Bill of Sale and Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Asset Purchase Agreement or affect or modify any of

the rights or obligations of the parties under the Asset Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control. This Bill of Sale shall be binding upon the Sellers, their successors and assigns, for the uses and purposes above set forth and referred to, effective immediately upon its execution by the parties hereto. This Bill of Sale may be executed in counterparts.

[The remainder of this page has been intentionally left blank.]

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

ARYSTA LIFESCIENCE CORPORATION

By: CS RM
Name: Christopher Richards
Title: President and CEO

ARYSTA LIFESCIENCE NORTH AMERICA CORPORATION

By: _____
Name: _____
Title: _____

BASF CORPORATION

By: _____
Name: _____
Title: _____

MICRO FLO COMPANY LLC

By: _____
Name: _____
Title: _____

[Signature Page -Bill of Sale]

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

ARYSTA LIFESCIENCE CORPORATION

By: _____
Name:
Title:

ARYSTA LIFESCIENCE NORTH AMERICA CORPORATION

By: William M Lewis
Name: William M. Lewis
Title: President and CEO

BASF CORPORATION

By: _____
Name:
Title:

MICRO FLO COMPANY LLC

By: _____
Name:
Title:

[Signature Page - Bill of Sale]

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

ARYSTA LIFESCIENCE CORPORATION

By: _____
Name:
Title:

ARYSTA LIFESCIENCE NORTH AMERICA CORPORATION

By: _____
Name:
Title:

BASF CORPORATION

By: _____
Name: Paul M. Rea
Title: Attorney-in-Fact

MICRO FLO COMPANY LLC

By: _____
Name: Paul M. Rea
Title: Attorney-in-Fact

[Signature Page --Bill of Sale]

ASSIGNMENT OF PATENTS

This Assignment of Patents (the "Patent Assignment"), dated this 31st day of March, 2006, among BASF Corporation, a Delaware corporation ("BASF"), Micro Flo Company LLC, a Georgia limited liability company and a direct or indirect wholly-owned subsidiary of BASF ("MFC" and, together with BASF, the "Assignors"), and Arysta LifeScience North America Corporation (the "Assignee").

WHEREAS, Assignors own certain patents, patent applications, patent disclosures, and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof, including those patents and patent applications which are listed on Appendix I attached hereto and incorporated herein by reference (the "Patents").

WHEREAS, upon the terms and subject to the conditions set forth in the Amended and Restated Asset Purchase Agreement, dated March 30, 2006 (as may be amended and in effect from time to time), by and among BASF, MFC, Arysta LifeScience Corporation and Assignee, Assignee desires to acquire and accept from Assignors, and the Assignors desire to transfer, convey and deliver to Assignee, all of Assignors' right, title and interest in, to and under the Patents.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby sell, transfer, convey and deliver to Assignee, and Assignee hereby acquires and accepts from Assignors, all of Assignors' right, title, and interest in and to the Patents throughout the universe, including all inventions disclosed and claimed therein, and including without limitation the subject matter of all claims which may be obtained therefrom, rights of priority under the International Convention for the Protection of Industrial Property, the Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States adheres, and all rights to sue, counterclaim, and to collect damages and payments for claims of past, present, and future infringements thereof, and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Patents, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives.

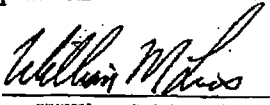
Assignors hereby agree to execute, upon the request of Assignee, such additional documents as are necessary to register and otherwise give full effect to the rights of Assignee in and to the Patents under this Patent Assignment, including all documents necessary to record in the name of Assignee the assignment of the Patents with the United States Patent and Trademark Office and with any other appropriate foreign or international office or registrar.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Assignors and Assignee have caused this Patent Assignment to be executed and delivered by their duly authorized officers as of the date first set forth above.

ASSIGNEE

Arysta LifeScience North America Corporation

By 
Name: William M. Lewis
Title: President and CEO

ASSIGNOR

BASF Corporation

By _____
Name:
Title:

ASSIGNOR

Micro Flo Company

By _____
Name:
Title:


[Signature Page – Assignment of Patents]

IN WITNESS WHEREOF, the Assignors and Assignee have caused this Patent Assignment to be executed and delivered by their duly authorized officers as of the date first set forth above.


ASSIGNEE
Arysta LifeScience North America
Corporation

By _____
Name:
Title:

ASSIGNOR
BASF Corporation

By  _____
Name: Paul M. Rea
Title: Attorney-in-Fact

ASSIGNOR
Micro Flo Company

By  _____
Name: Paul M. Rea
Title: Attorney-in-Fact

[Signature Page - Assignment of Patents]

Appendix I

Patents

Title	U.S. Patent No. [Pub. No.] (App. No.)	Issue Date [Pub. Date] (Filing Date)	Status/ Comments
Pentacyclic Triterpenes	6458834 (09/822478)	10/1/2002 (4/2/2001)	Issued
Pentacyclic Triterpenes	6433010 (09/822479)	8/13/2002 (4/2/2001)	Issued
Pentacyclic Triterpenes	6303589 (09/207406)	10/16/2001 (12/8/1998)	Issued
Agricultural compositions containing bacteria	6232270 (09/308926)	5/15/2001 (9/9/1999)	Issued
Bait with cucurbitacin	6174538 (08/194358)	1/16/2001 (2/8/1994)	Issued
Bait with hot melt binder	5690951 (08/470342)	11/25/1997 (6/6/1995)	Issued
Lepidoptera bait	5653973 (08/699624)	8/5/1997 (8/16/1996)	Issued
Plant treatment with bacillus strain ATCC	5650372 (08/453683)	7/22/1997 (5/30/1995)	Issued
Encapsulation with water soluble polymer	5643351 (08/470347)	7/1/1997 (6/6/1995)	Issued
Bait with corn germ	5609880 (08/471630)	3/11/1997 (6/6/1995)	Issued
Manufacture of bait with hot melt binder	5607684 (08/468237)	3/4/1997 (6/5/1995)	Issued
Bait with corn germ	5571522 (08/189355)	11/5/1996 (1/31/1994)	Issued
Diabroticine bait	5484587 (07/784506)	1/16/1996 (10/31/1991)	Issued
Controlled release microcapsules	5466460 (08/160276)	11/14/1995 (12/2/1993)	Issued
Controlled release microcapsules	5466460 (08/160276)	11/14/1995 (12/2/1993)	Issued
Controlled release microcapsules	5292533 (07/858130)	3/8/1994 (3/27/1992)	Issued
Method and composition for killing terrestrial molluscs	4765979 (06/838329)	8/23/1988 (3/11/1986)	Issued
Agricultural compositions containing bacteria	6232270 (09/308926)	5/15/2001 (9/9/1999)	Issued
Mepiquat	5705648 (08/325945)	1/6/1998 (10/17/1994)	Issued

Salt Sensitive Binder System	5599767	2/04/1997	Issued
Encapsulation with water soluble polymer	5599583 (08/250766)	2/4/1997 (5/27/1994)	Issued
Granulated Phosphosamidodithiolates	(060/279,503)	Provisional to (60/376,503)	Refiled as 2005/0163814 A1
Granulated Phosphosamidodithiolates	[2005/0163814 A1] (60/376,503)	[3/27/2002]	Filed

Unpublished Patents:

Serial No 08/274,865; MFC Ref. No. 45517	Encapsulation with emulsifiers	[unpublished] The present invention relates to encapsulation of agriculturally active ingredients with fatty alcohols
MFC Ref. No 37562 (L)	Seed Treatment Containing Bacteria	[unpublished] This invention related to a composition and its method of use as a seed treatment that encourages germination and increased yields relative to untreated seeds.
Serial No 09/801,871; MFC Ref. No. 40700 (L)	Granulated Active Ingredients	[unpublished; Corresponding PCT publication available] A method for extruding heat sensitive active ingredients in the form of finely divided solids, powers or crystals into larger granules bound together by a polymeric binder that also acts as a lubricant.
MFC Ref. No. Unknown	Invention record for the Thidiazuron \ Diuron design around	