PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

| Name | Execution Date |
|-----------------------------|----------------|
| Syngenta Crop Protection AG | 01/01/2010 |

RECEIVING PARTY DATA

| Name: | Syngenta Participations AG | |
|-----------------|----------------------------|--|
| Street Address: | Schwarzwaldallee 215 | |
| City: | Basel | |
| State/Country: | SWITZERLAND | |
| Postal Code: | 4058 | |

PROPERTY NUMBERS Total: 4

| Property Type | Number |
|----------------|---------|
| Patent Number: | 7465853 |
| Patent Number: | 7468473 |
| Patent Number: | 7348472 |
| Patent Number: | 7482512 |

CORRESPONDENCE DATA

Fax Number: (919)226-7458

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

Phone: 9192267345

Email: melissa.hardy@syngenta.com

Correspondent Name: S. Matthew Edwards
Address Line 1: 3054 E. Cornwallis Road

Address Line 4: Durham, NORTH CAROLINA 27709

NAME OF SUBMITTER: S. Matthew Edwards

Total Attachments: 3

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PATENT REEL: 025524 FRAME: 0482

Assignment Agreement

THIS ASSIGNMENT AGREEMENT ("Agreement") is made as of the Effective Date (as defined below) between

- Syngenta Crop Protection AG, a company duly organized and existing under the laws of Switzerland, having its registered offices at Schwarzwaldallee 215, 4058 Basel, Switzerland, (hereinafter "Assignor"), and
- (2) Syngenta Participations AG, a company duly organized and existing under the laws of Switzerland, having its registered offices at Schwarzwaldallee 215, 4058 Basel, Switzerland, (hereinafter "Assignee").

WHEREAS:

Assignor has acquired certain intellectual property rights with effect as of 1st January 2010 as per separate agreement and Assignor is herewith assigning legal title to certain utility patents and trademarks to Assignee with an assignment effective date as of January 1st, 2010 ("Effective Date").

NOW IT IS AGREED as follows:

1. DEFINITIONS

"IP Rights" means Assignor's utility patents, applications thereof and rights to file applications thereof (including all divisional applications, continuations and continuations in part) and other rights and interests (including through contracts with third parties), inventions, proprietary information, research and development results, technologies, scientific, technical, engineering data and literature, formulae and all other know-how and trademarks, as listed in Annex 1 to this Agreement.

2. ASSIGNMENT

The Assignor HEREBY ASSIGNS to the Assignee, and free from all liens, charges, security, licenses and other encumbrances whatsoever, title to the IP Rights, including all rights, powers, liberties, immunities and advantages attaching to them.

3. FURTHER ASSURANCE

The Assignor HEREBY COVENANTS to the Assignee that the Assignor will:

3.1 execute any document or do any act or thing which may be reasonably necessary under the law of any country for completing the transfer to the Assignee of legal title to the IP Rights assigned by Clause 2 above, including without limitation entering into any confirmatory documentation as the Assignee may reasonable require to promptly register

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PATENT REEL: 025524 FRAME: 0483 the rights assigned herein on all the appropriate registers or otherwise enjoy the full benefit of the property and rights hereby assigned;

- 3.2 at the request of the Assignee, at its own expense, send to the Assignee by courier, as soon as reasonably practicable, a complete copy of the Assignor's prosecution file for each of the IP Rights;
- 3.3 instruct its agents, as of the Effective Date, to direct all correspondence regarding the IP Rights to the Assignee.

4. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Switzerland, and the parties hereby submit to the exclusive jurisdiction of the competent Courts of the city of Basel.

IN WITNESS WHEREOF, the Parties have executed this Assignment by their duly authorized representatives.

Syngenta Crop Protection AG

Martin Wolfhard Legal Counsel Seeds

Date:

4.11.2010

Michael T. Szabó Date: Legal Counsel Seeds

4. Nov. 2010

Syngenta Participations AG

Dr. Dirk Seidel Legal Counsel Seeds

Date: 4/11/2010

Michael Kock Head of Intellectual Property

Date: 5.11. 2010

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Execution Version

Annex 1

Utility Patents

RECORDED: 12/20/2010

| JIT. | Grant Number |
|--------------------------------|--------------|
| lettuce Cultivar VALLEY FRESH | US 7,465,853 |
| lettuce Cultivar TRUE HEART | US 7,468,473 |
| lettuce Cultivar GREEN THUNDER | US 7,348,472 |
| lettuce Cultivar DEL SOL | US 7,482,512 |

Trademarks

| ¥ | • |
|--|---|
| Next renewal | 01/14/2013 |
| Owner | Synergene Seed & 01/14/2013 Technology, Inc. |
| Classes | l ' |
| Reg° N° | 2675195 |
| Reg° Date | Word 01/14/2003 2675195 31,40 |
| Туре | Word |
| Application Application Type Reg Date Reg N° Classes Owner N° Date | 02/22/2002 |
| Application N° | 78/110585 |
| Status | Registered |
| Trademark | SPED |
| Country | മ |

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