

# PATENT ASSIGNMENT

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
AGROTAIN INTERNATIONAL, LLC	10/01/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	KOCH AGRONOMIC SERVICES, LLC
<b>Street Address:</b>	PO BOX 2917
<b>City:</b>	WICHITA
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	67201
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	60816060
Application Number:	60818215
Application Number:	11821322
Application Number:	60758594
Application Number:	11652773
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(925)472-8895
<b>Phone:</b>	925-472-5014
<b>Email:</b>	slane@kilpatricktownsend.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Correspondent Name:</b>	KILPATRICK TOWNSEND & STOCKTON LLP
<b>Address Line 1:</b>	TWO EMBARCADERO CENTER
<b>Address Line 2:</b>	EIGHTH FLOOR
<b>Address Line 4:</b>	SAN FRANCISCO, CALIFORNIA 94111
<b>ATTORNEY DOCKET NUMBER:</b>	93866-823192(000000US)

OP \$200.00 60816060

**501726050**

**PATENT**  
**REEL: 027237 FRAME: 0331**

NAME OF SUBMITTER:

Sharleen Lane

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this "Assignment Agreement") is made and entered into effective as of October 1, 2011 (the "Effective Time"), by and between Agrotain International, LLC, a limited liability company organized and existing under the laws of the State of Missouri ("Assignor"), and Koch Agronomic Services, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Assignee").

**WHEREAS**, Assignor, Bremen Yard, LLC, a limited liability company organized and existing under the laws of the State of Missouri ("Bremen Yard"), and Assignee entered into that certain transaction, dated as of July 22, 2011 (the "Asset Purchase Transaction"); and

**WHEREAS**, pursuant to the Asset Purchase Transaction, Assignor and Bremen Yard have agreed to sell, convey, transfer, assign and deliver to Assignee, free and clear of all Liens, except those specifically disclosed to and assumed by Assignee under the Asset Purchase Transaction, all of Assignor's and Bremen Yard's right, title and interest in, to and under certain assets, including all of Assignor's right, title and interest in, to and under the Owned Intellectual Property, and Assignee has agreed to accept such sale, conveyance, transfer, assignment and delivery of any and all such Owned Intellectual Property.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree that:

1. Definitions. Unless otherwise defined herein, all capitalized terms used in this Assignment Agreement shall have the meanings set forth in the attached "Appendix of Definitions," which is incorporated herein by reference in its entirety.

2. Assignment. Effective as of the Effective Time, Assignor hereby sells, conveys, transfers, assigns and delivers (the "Assignment") to Assignee, free and clear of all Liens, claims and other obligations, except those specifically disclosed to and assumed by Assignee under the Asset Purchase Transaction, (a) all of Assignor's right, title and interest in, to and under the Owned Intellectual Property, including, but not limited to, the Owned Intellectual Property listed in the Schedules to this Assignment Agreement (which are incorporated herein by reference in their entirety), and the goodwill associated with the Trademarks and the business to which they pertain, and (b) all of Assignor's right, title and interest in, to and under any and all proceeds, causes of action and rights of recovery for past, present and future infringement, dilution, misappropriation or other violation of any of the foregoing, and Assignee hereby accepts such sale, conveyance, transfer, assignment and delivery from Assignor.

3. Further Actions. Assignor covenants and agrees to execute and deliver, at its own expense, at the request of Assignee, such further instruments of transfer and assignment and to take such other actions as Assignee may reasonably request to more effectively consummate the Assignment contemplated by this Assignment Agreement, including, without limitation, filing any necessary assignments, affidavits, name change notices or other documents of transfer or corrective documents with the United States Patent and Trademark Office, the United States Copyright Office and other similar state and foreign Governmental Authorities in which the

Owned Intellectual Property is registered or applied for in order to properly record Assignee's ownership of such Owned Intellectual Property with such Governmental Authorities.

4. No Additional Remedies. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm, or corporation other than Assignee and its successors and assigns, any remedy or claim under or by reason of this instrument or any terms, covenants, or conditions hereof, and all the terms, covenants and conditions, promises, and agreements contained in this instrument shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

5. Counterparts; Electronic Signatures. This Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment Agreement may be signed and transmitted by facsimile machine or electronic mail (via .pdf or similar transmittal), and any signatures so transmitted shall be treated as an original document.

6. Amendments; Waiver. This Assignment Agreement may be amended, supplemented or modified in whole or in part if, but only if, such amendment, supplement or modification is in writing and is signed by each party hereto and specific reference to this Assignment Agreement is made. Any provision of this Assignment Agreement may be waived if, but only if, such waiver is in writing and is signed by the party or parties against whom enforcement of any such waiver is sought and specific reference to this Assignment Agreement is made. The waiver by any party hereto of a breach of any provision of this Assignment Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party hereto to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

7. Severability. If any provision of this Assignment Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment Agreement shall remain in full force and effect. The parties hereto further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Assignment Agreement, they shall take any actions necessary to render the remaining provisions of this Assignment Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Assignment Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the parties hereto to the greatest extent legally permissible.

8. Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware without regard to the Laws of the State of Delaware or any other jurisdiction that would call for the application of the substantive laws of any jurisdiction other than Delaware. This Assignment Agreement is entered into in express reliance by the parties hereto on Section 2708 of Title 6 of the Delaware Code.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

**Assignor:**

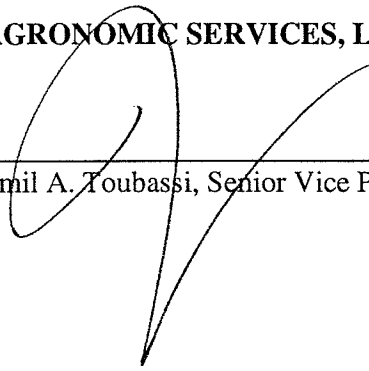
**AGROTAIN INTERNATIONAL, LLC**

By: 

Michael D. Stegmann, Manager

**Assignee:**

**KOCH AGRONOMIC SERVICES, LLC**

By:   
Jamil A. Toubassi, Senior Vice President



# SCHEDULE 1

## PATENTS AND PATENT APPLICATIONS

Country	Title	Owner	Application No.	Filing Date
U.S.	Solid Urea Fertilizer	Agrotain International, LLC	60/816,060	06/23/2006
U.S.	Solid Urea Fertilizer	Agrotain International, LLC	60/818,215	06/30/2006
U.S.	Solid Urea Fertilizer	Agrotain International, LLC	11/821,322	06/22/2007
PCT	Solid Urea Fertilizer	Agrotain International, LLC	PCT/US2007/014651	06/22/2007
U.S.	Additive Containing N-(N-Butyl) Thiophosphoric Triamide for Urea-Based Fertilizer	Agrotain International, LLC	60/758,594	01/12/2006
U.S.	Additive Containing N-(N-Butyl) Thiophosphoric Triamide for Urea-Based Fertilizer	Agrotain International, LLC	11/652,773	01/12/2007
PCT	Additive Containing N-(N-Butyl) Thiophosphoric Triamide for Urea-Based Fertilizer	Agrotain International, LLC	PCT/US2007/000906	01/12/2007
Australia	Additive Containing N-(N-Butyl) Thiophosphoric Triamide for Urea-Based Fertilizer	Agrotain International, LLC	2007208454	01/12/2007
Brazil	Additive Containing N-(N-Butyl) Thiophosphoric Triamide for Urea-Based Fertilizer	Agrotain International, LLC	P10707108-6	01/12/2007
Canada	Additive Containing N-(N-Butyl) Thiophosphoric Triamide for Urea-Based Fertilizer	Agrotain International, LLC	2,636,815	01/12/2007
China	Additive Containing N-(N-Butyl) Thiophosphoric Triamide for Urea-Based Fertilizer	Agrotain International, LLC	200780003006.2	01/12/2007
Europe	Additive Containing N-(N-Butyl) Thiophosphoric Triamide for Urea-Based Fertilizer	Agrotain International, LLC	07709784.8	01/12/2007
Indonesia	Additive Containing N-	Agrotain	00200802318	01/12/2007

	(N-Butyl) Thiophosphoric Triamide for Urea- Based Fertilizer	International, LLC		
Israel	Additive Containing N- (N-Butyl) Thiophosphoric Triamide for Urea- Based Fertilizer	Agrotain International, LLC	192735	07/09/2008
India	Additive Containing N- (N-Butyl) Thiophosphoric Triamide for Urea- Based Fertilizer	Agrotain International, LLC	2916/KOLNP/200 8	07/17/2008
Japan	Additive Containing N- (N-Butyl) Thiophosphoric Triamide for Urea- Based Fertilizer	Agrotain International, LLC	2008-550440T	01/12/2007
Mexico	Additive Containing N- (N-Butyl) Thiophosphoric Triamide for Urea- Based Fertilizer	Agrotain International, LLC	08/08964	07/11/2008
New Zealand	Additive Containing N- (N-Butyl) Thiophosphoric Triamide for Urea- Based Fertilizer	Agrotain International, LLC	569940	01/12/2007
Russia	Additive Containing N- (N-Butyl) Thiophosphoric Triamide for Urea- Based Fertilizer	Agrotain International, LLC	2008127986/	1/12/2007
Vietnam	Additive Containing N- (N-Butyl) Thiophosphoric Triamide for Urea- Based Fertilizer	Agrotain International, LLC	1200802023	08/12/2008