

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Whitmire Micro-Gen Research Laboratories, Inc.	09/01/2009
RECEIVING PARTY DATA	
Name:	Whitmire Holdings, Inc.
Street Address:	3568 Tree Court Industrial Blvd.
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63122
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13562073
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3146215070
Email:	uspatents@armstrongteasdale.com
Correspondent Name:	Richard Bridge (Armstrong Teasdale)
Address Line 1:	7700 Forsyth Blvd
Address Line 2:	Suite 1800
Address Line 4:	St. Louis, MISSOURI 63105
ATTORNEY DOCKET NUMBER:	27843-649
NAME OF SUBMITTER:	Elizabeth A. Williams
Signature:	/Elizabeth A. Williams/
Date:	09/26/2013
Total Attachments: 6	

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BILL OF SALE, ASSIGNMENT AND LICENSE

THIS BILL OF SALE, ASSIGNMENT AND LICENSE (this "Bill of Sale") is made and entered into as of this 1st day of September, 2009 (the "Effective Date") by Whitmire Micro-Gen Research Laboratories, Inc., a Delaware corporation (the "Transferor") and Whitmire Holdings, Inc., a Delaware corporation (the "Transferee"). Capitalized terms not defined herein shall have the meanings assigned to such terms in Exhibit A attached hereto.

For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Transfer of the Businesses and Assets. Transferor hereby transfers, assigns, conveys, grants and delivers, and shall cause its subsidiaries to transfer, assign, convey, grant and deliver, to Transferee, its successors and assigns forever effective as of the Effective Date, the Businesses, as well as all of Transferor's and Transferor's subsidiaries' right, title and interest and good and valid title in and to the Assets.
2. Assumption of Liabilities. The Transferee shall assume and agree to pay, perform and discharge as and when due, each and all of the liabilities and obligations incurred by or resulting from the Businesses or the Assets after the Effective Date, including the performance of all liabilities and obligations under the Contracts and including all tax liabilities (the "Assumed Liabilities"). The Assumed Liabilities shall include liabilities and obligations incurred by or resulting from the Businesses or the Assets on or prior to the Effective Date, and accounts payable relating to the Businesses or the Assets outstanding on the Effective Date.
3. Value of the Businesses.
 - a. Estimated Value. The fair market net asset value of the Businesses as of the Effective Date is currently estimated to be [REDACTED] (the "Estimated Value") as per the pro forma net asset statement in Exhibit A.
 - b. Final Value. Within thirty (30) days after the Effective Date, the Transferor shall prepare or cause to be prepared and shall provide to the Transferee a written statement setting forth the Final Value, which shall reflect the actual net asset value as of the Effective Date.
4. License.
 - a. In order to allow Transferee to use the Product Registrations and Data in the Businesses, Transferor hereby grants to Transferee a license to use all Product Registrations as set forth more fully herein. In consideration thereof, Transferee shall pay annually to Transferor the sum set forth in Exhibit B.
 - b. Transferee shall maintain at its expense all Product Registrations and Data, and in consideration for such maintenance, Transferor shall pay to Transferee the sums as set forth in Exhibit B.

- c. Transferee shall, at its own cost, contract manufacture for Transferor the Products set forth in the Product Registrations. Thereafter, Transferee shall, as part of its conduct of the Business distribute the Products so manufactured on behalf of the Transferor, and any funds received for such distribution and the costs thereof shall be for the account of Transferee.

5. Failure of Consents. Notwithstanding anything to the contrary contained in this Agreement, to the extent that the sale, assignment, transfer or delivery or attempted sale, assignment, transfer or delivery to Transferee any Asset is prohibited by any Applicable Law or would require any governmental or third-party authorizations, approvals, consents or waivers and such authorizations, approvals, consents or waivers shall not have been obtained prior to the Closing, this Agreement shall not constitute a sale, assignment, transfer or delivery, or any attempted sale, assignment, transfer or delivery thereof. Following the Closing, the parties shall use all reasonable efforts, and cooperate with each other, to obtain promptly such authorizations, approvals, consents or waivers; provided, however, that neither party shall be required to pay any consideration therefor. Pending such authorization, approval, consent or waiver, the parties shall cooperate with each other in any reasonable and lawful arrangements designed to provide to Transferee the profits and other benefits and liabilities of use or ownership of such Asset (and related assumed liabilities). Once such authorization, approval, consent or waiver for the sale, assignment, transfer or delivery of any such Asset is obtained, the Transferor shall promptly sell, assign, transfer and deliver such Asset (and related assumed liabilities to Transferor or its designated Affiliates for no additional consideration.

6. Further Actions. If subsequent to the date hereof, any property that is a part of the Businesses or the Assets comes into the possession of the Transferor or any of the Transferor's subsidiaries, the Transferor shall promptly deliver or cause its subsidiary to deliver the same to the Transferee, at the Transferor's expense, and if such property is in the form of checks, drafts or other negotiable instruments, the Transferor or the Transferor's subsidiary shall promptly endorse the same to the Transferee. The Transferor covenants and agrees, and to cause its subsidiaries to covenant and agree, to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Businesses and the Assets hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of the Transferee's title to the Assets and, at the request of the Transferee, to execute and deliver (or cause to be executed and delivered) further instruments of transfer and assignment and take such other action as Transferee may reasonably request to more effectively transfer and assign to and vest in the Transferee each of the Assets, all at the sole cost and expense of the Transferor.

7. Binding Effect; Assignment. This Bill of Sale and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. Governing Law. This Bill of Sale shall be interpreted, construed and governed according to the laws of the State of Delaware.

9. Counterparts and Closing.

- a. This Bill of Sale may be executed in two or more counterparts (including by means of electronically transmitted signature pages), each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.
- b. Closing shall be accomplished by the execution and delivery of this instrument between the parties, as of the Effective Date, subject to the provisions of paragraph 5.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale and Assignment as of the day and year first above written.

WHITMIRE MICRO-GEN RESEARCH
LABORATORIES, INC.

By: Edward J. Woodhurst
Name: Edward J. Woodhurst
Title: Asst. Sec'y

WHITMIRE HOLDINGS, INC.

By: Edward James Woodhurst
Name: Edward James Woodhurst
Title: Asst. Sec'y

EXHIBIT A

1. **Definition of the Businesses.** The "Businesses" as used herein shall mean the development, manufacture, distribution and sale of insecticides, fungicides and all other chemical and non-chemical products currently developed, manufactured, distributed or sold by the Transferor, and any and all activities related or incidental thereto as currently conducted by the Transferor at all facilities mainly in, but not limited to, St. Louis, Missouri owned by the Transferor or any of Transferor's subsidiaries (the "Facilities"), but excluding all product registrations under the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA") as well as United States ("US") state registrations owned by Transferor as of the date of this Bill of Sale, Assignment and License, and all contracts and rights associated therewith ("Product Registrations and Data"), which are retained by Transferor and the use of which is licensed to Transferee by this instrument.

2. **Assets to be Transferred.** all of the assets and properties of every kind and character, tangible or intangible, real, personal or mixed, which are used in or are currently required to operate the Businesses as they are now being conducted at the Facilities (collectively, the "Assets"). In furtherance of the foregoing, the Assets shall include, without limitation, assets, properties and business listed below in subparagraphs (a) – (i). It is the intent that all rights to any of the Assets owned by the Transferor or any of its subsidiaries be transferred to the Transferee to the extent possible:

- (a) All of the real property and interests in real property, including any right to extract or otherwise acquire minerals or other natural resources of any kind, owned by the Transferor or any of its subsidiaries (whether leased or owned) (collectively, the "Real Property"), and all easements and uses which benefit the Real Property. The Real Property shall include, without limitation, all right, title and interest under the leases, subleases, licenses and other agreements under which the Transferor or any of its subsidiaries uses or occupies or has the right to use or occupy the Real Property, now or in the future, any right to the possession, use, occupancy or enjoyment of the Real Property or any portion thereof; the land and the plants, buildings, structures, fixtures and improvements and construction in progress presently thereon or additions thereto;
- (b) All accounts receivable and notes receivable (trade or otherwise) of the Businesses and outstanding at the Closing Date;
- (c) All inventories of the Transferor intended for use or sale in the Businesses, including, without limitation, all raw materials, supplies, work in progress, labeling and packaging, finished goods and products ordered and held for shipment, on consignment or in transit and other finished goods and products;
- (d) All machinery, equipment, computers, computer software, furniture and fixtures, office equipment, vehicles, returnable containers, tools, parts and

construction in progress of the Transferor and used in or currently required to operate the Businesses (collectively, the "Fixed Assets");

- (e) All trade secrets, proprietary information, inventions, methods, designs, processes, manufacturing methods, procedures, formulas, works of authorship and copyrights owned or licensed by the Transferor and relating directly to the Businesses, and any and all improvements thereon, refinements thereof or know-how relating thereto, and all trademarks, service marks, or other designation of origin used by the Transferor in the Businesses and any all good will associated with the Businesses, in each case whether or not patent or able to be patented or registered or able to be registered with any governmental authorities (the "Intellectual Property");
- (f) All rights of the Transferor under or pursuant to all warranties, representations and guarantees made by third party suppliers in connection with products or services furnished to the Transferor or affecting the Real Property or the Fixed Assets, in each case, which are used in the Businesses;
- (g) All right, title and interest in, to or under all contracts, agreements, leases, licenses, commitments and understandings of the Transferor which relate directly to the Businesses (the "Contracts");
- (h) All licenses and permits of the Transferor or any of its subsidiaries, including but not limited to environmental or other permits required in connection with the operation of the Businesses, the Fixed Assets or the Real Property; and
- (i) All of the Transferor's records, files and papers, including but not limited to drawings, engineering information, computer programs, manuals and data, catalogues, quotations, sales and advertising materials, sales and purchase correspondence, trade association memberships, research and development records, lists of present and former customers and suppliers, customer credit information, books of account, and financial records which relate to the Businesses.

3. **Estimated Value.** The Estimated Value is equal to the projected Net Worth on August 31, 2009, of [REDACTED] less the task force fee related intangible assets of [REDACTED] which equals [REDACTED]

Exhibit B

1. 4(a) As license payment, Transferee shall pay 2% royalty on the Net Sales realized during each calendar year with products registered by the Transferor. Net Sales are defined as Gross Sales less discounts and rebates in line with BASF Group Guidelines for Accounting and Reporting. Transferor shall charge these royalties to Transferee once per year at the end of each calendar year. .
2. 4(b) For registration maintenance, the Transferor shall reimburse the Transferee for all registration fees and costs actually incurred during the calendar year, and related to the products registered by the Transferor, plus 5% administration fee and 5% management fee on such registration fees and costs. Transferee shall charge these costs to Transferor once per year at the end of each calendar year.