

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4800838

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VJS INVESTMENTS LIMITED	11/23/2016
RECEIVING PARTY DATA	
Name:	UPL LIMITED
Street Address:	SUITE 10, WATERGARDENS 5
City:	WATERPORT ROAD
State/Country:	GIBRALTAR
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12264698
CORRESPONDENCE DATA	
Fax Number:	(202)828-5393
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	202.463.2400
Email:	wdcip@seyfarth.com
Correspondent Name:	SEYFARTH SHAW LLP
Address Line 1:	975 F STREET, N.W.
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	12264698
NAME OF SUBMITTER:	PARITHOSH K. TUNGATURHI
SIGNATURE:	/PARITHOSH K. TUNGATURTHI/
DATE SIGNED:	01/30/2018
Total Attachments: 51	
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INTELLECTUAL PROPERTY PURCHASE AGREEMENT

This INTELLECTUAL PROPERTY PURCHASE AGREEMENT (this “Agreement”) is made and entered into as of 23rd day of November 2016 (the “Effective Date”), by and between **VJS Investments Limited**, a company established in United Arab Emirates, having its registered office at 104, Plot No. 358-615, Al Quoz 3, P.O. Box 17879, Dubai UAE (“Seller”) and **UPL Limited** (formerly known as Uniphos Limited), a company incorporated in Gibraltar and having its office at Suite 10, Watergardens 5, Waterport Road, Gibraltar (“Purchaser”). Seller and Purchaser are sometimes herein referred to collectively as the “Parties” and individually as a “Party.”

WHEREAS, Seller has acquired the Intellectual Property (as defined below) from United Phosphorus Limited, a company incorporated in England, pursuant to Intellectual Property Purchase Agreement dated May 5, 2014;

WHEREAS, Purchaser and the Seller has been in discussion for purchase of the Intellectual Property relating to the Product (as defined below);

WHEREAS Purchaser desires to purchase and acquire from Seller the Intellectual Property, and Seller desires to sell, transfer and assign to Purchaser all such Intellectual Property, in each case on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the Parties hereby agree as follows:

1. DEFINITIONS

- 1.1. For purposes of this Agreement, the following terms shall have the meanings specified or referred to in this Section 1. Unless the context otherwise requires, such terms shall be equally applicable to both the singular and plural forms.
- 1.2. “Intellectual Property” means all intellectual property rights over which Seller has right/ title/ interest or is used by Seller in relation to the product (starch based superabsorbent) including the following: (a) all patents (including registered or pending registration) listed in Exhibit A hereto (collectively, the “Patent”); (b) all trademarks listed (including registered or pending registration) in Exhibit B hereto (collectively, “Marks”), and (c) all Intellectual Property Documents.
- 1.3. “Intellectual Property Documents” means all documents and things, in any written or electronically recorded form, to the extent in the possession, custody, or control of Seller and can be located, reasonably related to the Intellectual Property or reasonably necessary and required to enable Purchaser to prosecute the application for any Intellectual Property. Such documents and things shall include, without limitation, information relating to the conception and/or reduction to practice of any Intellectual Property, laboratory notebooks, patent prosecution (docket) files, inventor assignments, and invention disclosures.
- 1.4. “Liens” means any consensual or non-consensual lien, encumbrance, pledge, mortgage, deed of trust, security interest, lease, charge, option, right of first refusal, easement,

servitude, proxy, voting trust or agreement, transfer restriction under any shareholder or similar agreement, or other interest.

- 1.5. "Person" means any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, association, estate, governmental body or other entity.
- 1.6. "Purchased Assets" means all right, title and interest of Seller in the Intellectual Property and Related Rights as of the Closing.
- 1.7. "Related Rights" has the meanings ascribed thereto in Section 3.2 of this Agreement.
- 1.8. "Taxes" means any federal, state, local, municipal or other government taxes, duties, levies, fees, excises or tariffs.

2. CONSIDERATION

- 2.1. The "Purchase Price" to be paid by Purchaser for the Purchased Assets shall be the sum of \$ 15,000,000 (United States Dollars Fifteen million only) payable on Closing.

3. ASSIGNMENT AND GRANTS

- 3.1. Purchased Assets. Effective upon the Closing, Seller hereby sells, assigns, transfers and conveys to Purchaser all of Seller's right, title and interest in and to the Purchased Assets, free and clear of any and all Liens and claims. Seller shall also provide the Purchaser a business plan in Exhibit E for the Product to assist in the commercialization of the Purchased Assets.
- 3.2. Related Rights. Effective upon the Closing, Seller also hereby sells, assigns, transfers and conveys to Purchaser all of Seller's right, title and interest in and to all (a) inventions, invention disclosures, design and discoveries described in or related to the Intellectual Property; (b) claims, causes of action and enforcement rights of any kind of (but not against) Seller; (c) royalties, income and other payments due to Seller as of the Effective Date and thereafter under or arising from any of the Intellectual Property and/or the other rights set forth in this Section 3.2; and (d) rights to apply for, file, register, maintain, extend and renew all Intellectual Property and rights therein (collectively, the "Related Rights").
- 3.3. No Assumption of Liabilities. Purchaser is not assuming any liabilities of Seller. Purchaser is not liable for and hereby disclaims any assumption of any obligations or liabilities of Seller of any kind or nature whatsoever arising from or in connection with any circumstances, claims, causes of action, breach, violation, default or failure to perform with respect to the Intellectual Property or Related Rights. Seller shall remain solely liable for any and all such obligations, claims or liabilities.

4. CLOSING AND CLOSING CONDITIONS

- 4.1. Closing. The consummation of the purchase and sale of the Purchased Assets (the "Closing") will occur when all of the conditions set forth in Section 4.2 have occurred (the

“Closing Date”).

- 4.2. Seller's Conditions Precedent to Closing. Purchaser's obligation to consummate the transactions contemplated herein is subject to satisfaction of the following conditions:
- a. Seller shall execute and deliver to Purchaser a Patent Assignment in the form attached as Exhibit C hereto (“Patent Assignment”) and a Trademark Assignment in the form attached as Exhibit D hereto (“Trademark Assignment”) (collectively, the “Intellectual Property Assignments”). Seller shall provide any reasonable assistance required by Purchaser after Closing to record and perfect such Intellectual Property Assignments;
 - b. Seller shall have delivered to Purchaser at Closing all Intellectual Property Documents in Seller's possession, custody or control;
 - c. all such other instruments of assignment and transfer as are reasonably required to effect the transfer to Purchaser of all of Seller's right, title and interest in and to the Purchased Assets in accordance with this Agreement, in form and substance reasonably satisfactory to Purchaser.

5. **ADDITIONAL OBLIGATIONS**

- 5.1. Intellectual Property Documents. Effective upon the Closing, Seller shall deliver to Purchaser all Intellectual Property Documents in its possession, custody or control. Effective upon the Closing, Seller shall also notify each outside counsel responsible for the preparation and prosecution of any Intellectual Property informing such firm that Seller has assigned all of Seller's right, title and interest in and to any files maintained by such firm and Purchaser may take any reasonable actions necessary to prosecute or maintain the Intellectual Property.
- 5.2. Seller shall provide all support and documentation required for effectuating the transfer of the Intellectual Property in the name of the Purchaser.

6. **MISCELLANEOUS**

- 6.1. Representations and Warranties. AS TO THE SUBJECT MATTER OF THIS AGREEMENT, NO PARTY MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, OTHER THAN THOSE SPECIFICALLY MADE HEREIN. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE SALE OF THE PURCHASED ASSETS TO PURCHASER SHALL BE “AS-IS, WHERE IS.”
- 6.2. Confidentiality. The contents of this Agreement, including its terms and conditions, are considered confidential. Neither Party shall disclose the terms of the Agreement to an unaffiliated third party without the prior written approval of the other Party, except to legal, financial, accounting or other similar advisors who agree to keep the terms of this Agreement confidential.

- 6.3. Governing Law. This Agreement is governed by the laws of England, without giving effect to the principles of conflicts of laws thereof. The courts of London shall have the non-exclusive jurisdiction over all disputes relating to this Agreement.
- 6.4. Notices. Any notice or other communication required or permitted to be delivered to either Party under this Agreement must be in writing and will be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service) to the address set forth beneath the name of such Party below (or to such other address as such Party shall have specified in a written notice given to the other Party):
- (a) If to Seller:
- VJS Investments Limited**
- 104, Plot No. 358-615,
- Al Quoz 3, P.O. Box 17879,
- Dubai UAE
- (b) If to Purchaser:
- UPL Limited**
- Suite 925A, Europort, Gibraltar
- 6.5. Entire Agreement. This Agreement, including its exhibits, constitutes the entire agreement of the parties with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous agreements, understanding, negotiations and discussions. No amendment or modifications will be effective unless in writing signed by an authorized representative of each party. No oral explanation or oral information by either party will alter the meaning or interpretation of this Agreement. Neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter of this Agreement other than as expressly provided herein.
- 6.6. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Signatures on copies of this Agreement reproduced electronically or by facsimile shall be deemed as effective as original signatures on counterparts.
- 6.7. Parties Bound. This Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by and against, the Parties hereto and their respective successors and permitted assigns. However, there are no third party beneficiaries of this Agreement.
- 6.8. Remedies. The Parties hereby acknowledge and agree that money damages may not be an adequate remedy for any breach or threatened breach of any of the provisions of this Agreement and that, in such event, each party or its respective successors or assigns may, in addition to any other rights and remedies existing in their favor, apply to any court of

competent jurisdiction for specific performance, injunctive and/or other relief in order to enforce or prevent any violations of this Agreement.

- 6.9. Headings and Construction. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Each Party participated in the negotiation and drafting of this Agreement, so this Agreement shall not be interpreted or construed against either Party based upon the preparation of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the Effective Date set forth above.


UPL LIMITED

By: 

Name: GERALD C. SENIORS

Title: DIRECTOR

VJS INVESTMENTS LIMITED

By: 

Name: MANOJ K. GUPTA

Title: _____

EXHIBIT A - PATENTS

<u>Sr. No.</u>	<u>Family</u>	<u>Country</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Status</u>	<u>Assignment Information</u>
1.	101	US	10/265,500	10/2/2002	6,800,712	10/5/2004	Granted	VJS Investments Limited
2.	107	Australia	2003275100	9/17/2003	2003275100	10/29/2009	Granted	VJS Investments Limited
3.	109	China	ZL03801309.6	9/17/2003	1571806	6/10/2009	Granted	United Phosphorus, Ltd.
4.	106	Mexico	PA/a/2004/005516	9/17/2003	247631	7/30/2007	Granted	Absorbent Technologies, Inc.
5.	128	South Korea	10-2004-7005178	9/17/2003	10-0982899	9/13/2010	Granted	Absorbent Technologies, Inc.
6.	111	US	10/762,956	1/21/2004	7,009,020	3/7/2006	Granted	VJS Investments Limited.
7.	131	US	11/269,214	11/7/2005	7,423,106	9/9/2008	Granted	VJS Investments Limited
8.	201	US	11/013,664	12/15/2004	7,423,090	9/9/2008	Granted	VJS Investments Limited
9.	219	Brazil	PI0417597-2	12/15/2004			Filed	Absorbant Technologies, Inc.
10.	205	Canada	2549200	12/15/2004	2549200	4/24/2012	Granted	VJS Investments Limited
11.	209	China	200480040965.8	12/15/2004	1906243	8/19/2009	Granted	Absorbent Technologies, Inc.
12.	203	EPO	4814384.6	12/15/2004			Filed	VJS Investments Limited
13.	206	Mexico	PA/a/2006/006702	12/15/2004	265187	3/18/2009	Granted	Absorbent Technologies, Inc.
14.	229	New Zealand	20040543235	12/15/2004	543235	8/13/2009	Granted	VJS Investments Limited
15.	239	South Africa	2005/08112	12/15/2004	2005/08112	9/27/2006	Granted	Absorbent Technologies, Inc.
16.	228	South Korea	10-2006-7011736	12/15/2004	10-1278634	6/19/2013	Granted	Absorbant Technologies, Inc.
17.	301	US	11/500,698	8/8/2006	7,425,595	9/16/2008	Granted	VJS Investments Limited
18.	411	US	12/018,090	1/22/2008	7,459,501	12/2/2008	Granted	VJS Investments Limited
19.	421	US	12/264,698	11/4/2008	8,017,553	9/13/2011	Granted	VJS Investments Limited
20.	409	China	200580028985.8	8/26/2005	101432309	10/10/2012	Granted	Absorbent Technologies, Inc.
21.	406	Mexico	MX/a/2007/002122	8/26/2005	278951	9/10/2010	Granted	Absorbent Technologies, Inc.
22.	439	South Africa	2005/08113	8/26/2005	2005/08113	11/29/2006	Granted	Absorbent Technologies, Inc.
23.	501	US	11/657,869	1/25/2007	7,591,974	9/22/2009	Granted	VJS Investments Limited
24.	641	US	11/333,130	1/17/2006	7,607,259	10/27/2009	Granted	VJS Investments Limited
25.	619	Brazil	PI0706548-5	1/17/2007			Filed	Absorbent Technologies, Inc.
26.	639	South Africa	2008/06201	1/17/2007	2008/06201	4/29/2009	Granted	United Phosphorus Ltd.
27.	708	Argentina	P080103136	7/18/2008			Filed	Absorbent Technologies, Inc.

28.	707	Australia	2008279539	6/16/2008			Filed	VJS Investments Limited
29.	719	Brazil	PI0814704-3	6/16/2008			Filed	Absorbent Technologies, Inc.
30.	705	Canada	2693796	6/16/2008			Filed	VJS Investments Limited
31.	703	EPO	8771197.4	6/16/2008			Filed	VJS Investments Limited

EXHIBIT B - TRADEMARKS.

Trade mark	Trade-mark	Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Owner Name	Goods	Next Renewal Date
ZEBA	Registered	Argentina	2769069	8/29/2007	2246601	9/4/2008	Absorbent Technologies, Inc.	Class : 01 Int. Seed coatings; soil amendment; rooting gels; and root coatings	9/4/2018
ZEBA	Renewed	Australia	1037918	1/17/2005	1037918	1/17/2005	United Phosphorus, Limited	Class : 01 Int. Seed coatings, soil amendments, root gels and coatings	1/17/2025
ZEBA	Registered	Brazil	828776199	10/5/2006	828776199	8/4/2009	Absorbent Technologies, Inc.	Class : 01 Int. Seed coatings; soil amendments; rooting gels; and root coatings	8/4/2019
ZEBA and Design	Registered	Brazil	828776202	10/5/2006	828776202	8/4/2009	Absorbent Technologies, Inc.	Class : 01 Int. Seed coatings; soil amendments; rooting gels; and root coatings	8/4/2019
ZEBA	Registered	Canada	1289461	2/10/2006	TM A68 5841	4/12/2007	United Phosphorus, Limited	Class : 01 Int. Seed coatings; soil amendments; rooting gels; and root coatings	4/12/2022
ZEBA and Design	Registered	Canada	1289462	2/10/2006	TM A68 5840	4/12/2007	United Phosphorus, Limited	Class : 01 Int. Seed coatings; soil amendments; rooting gels; and root coatings	4/12/2022
ZEBA	Registered	China (People's Republic)	4522184	3/3/2005	4522184	5/28/2008	Absorbent Technologies, Inc.	Class : 01 Int. Seed coatings; soil amendments; root gels and coatings	5/27/2018

ATI AQU AZOR B	Reg ister ed	China (Peop le's Repu blic)	392 469 2	2/24/ 2004	3924 692	7/28/ 2006	Absorbent Technologies, Inc.	Class : 01 Int. Soil conditioning chemicals	7/27/2016
GREEN (Chine se Chara cters)	Reg ister ed	China (Peop le's Repu blic)	459 893 8	4/12/ 2005	4598 938	8/28/ 2008	Absorbent Technologies, Inc.	Class : 01 Int. Coatings used to hold moisture in contact with seeds, soil amendments; gels and coatings used to hold moisture in contact with roots	8/27/2018
ZEBA	Ren ewe d	Europ ean Com munit y	424 015 6	1/14/ 2005	4240 156	1/11/ 2006	United Phosphorus, Limited	Class : 01 Int. Seed coatings; soil amendments; root gels and coatings	1/14/2025
ZEBA	Reg ister ed	Japan	987 320 06	2/7/2 006	5017 435	1/12/ 2007	Absorbent Technologies, Inc.	Class : 01 Int. Soil conditioners, and other plant growth regulating preparations; fertilizers	1/12/2017
ZEBA and Desig n	Reg ister ed	Japan	987 420 06	2/7/2 006	5017 436	1/12/ 2007	Absorbent Technologies, Inc.	Class : 01 Int. Soil conditioners, and other plant growth regulating preparations; fertilizers	1/12/2017
ZEBA (Korea n Chara cters)	Reg ister ed	Korea , Repu blic of	200 528 184	6/17/ 2005	4006 6486 9	6/2/2 006	Absorbent Technologies, Inc.	Class : 01 Int. Seed coatings; root gels and coatings; soil amendments	6/2/2016

ZEBA	Registered	Korea, Republic of	20051851	1/14/2005	400698498	2/14/2007	Absorbent Technologies, Inc.	Class : 01 Int. Seed coatings; root gels and coatings	2/14/2017
ZEBA	Registered	Mexico	697025	1/14/2005	916626	1/25/2006	Absorbent Technologies, Inc.	Class : 01 Int. Seed coatings; soil improving substances, gels and coatings roots	1/14/2015
ZEBA (Stylized)	Registered	New Zealand	731655	6/24/2005	731655	1/14/2006	United Phosphorus, Limited	Class : 01 Int. Seed coatings; soil amendments; root gels and coatings	1/14/2025
ZEBA	Registered	New Zealand	731626	6/23/2005	731626	1/5/2006	United Phosphorus, Limited	Class : 01 Int. Seed coatings; soil amendment; root gels and coatings	12/22/2024
ZEBA and Design	Registered	New Zealand	731657	6/24/2005	731657	1/14/2005	United Phosphorus, Limited	Class : 01 Int. Seed coatings; soil amendments; root gels and coatings	1/14/2025
ZEBA	Registered	Russian Federation	2008731310	9/30/2008	411324	6/18/2010	Absorbent Technologies, Inc.	Class : 01 Int. Seed coatings; soil amendments; rooting gels; and root coatings	9/30/2018
ZEBA	Registered	South Africa	200524803	11/18/2005	200524803	4/21/2009	United Phosphorus, Limited	Class : 01 Int. Chemicals used in agriculture, horticulture and forestry; seed coatings; soil amendments; rooting gels; and root coatings	11/18/2015

ZEBA and Design	Registered	South Africa	200524804	11/18/2005	200524804	8/17/2010	United Phosphorus, Limited	Class : 01 Int. Chemicals used in agriculture, horticulture and forestry; seed coatings; soil amendments; rooting gels; and root coatings	11/18/2015
ZEBA	Registered	Ukraine	M200817883	9/30/2008	117798	1/25/2010	Absorbent Technologies, Inc.	Class : 01 Int. Seed coatings; soil amendment; rooting gels; and root coatings	9/30/2018
www.absorbenttech.com	Domain Reg	United States of America							
www.zeba.xyz	Domain Reg	United States of America							
REON	Registered	United States of America	77/488206	6/1/2008	3764159	3/23/2010	United Phosphorus, Limited	Class : 01 Int. Superabsorbent polymer additives in the form of liquids, powders and granules	3/23/2020
ZEBA and Design	Registered	United States of America	78/547644	1/14/2005	3140352	9/5/2006	United Phosphorus, Limited	Class : 01 Int. Seed coatings; soil amendments; rooting gels; and root coatings	9/5/2016

QUENCH	Registered	United States of America	78/700343	8/25/2005	3245528	5/22/2007	United Phosphorus, Limited	Class : 01 Int. Seed coatings, root coatings and rooting gels for the retention of misoture; soil amendments	5/22/2017
ZEBA	Registered	United States of America	78/537386	12/22/2004	3140319	9/5/2006	United Phosphorus, Limited	Class : 01 Int. Seed coatings; soil amendments; rooting gels; and root coatings	9/5/2016
ZEBA	Registered	Uruguay	384094	8/24/2007	384094	8/5/2008	Absorbent Technologies, Inc.	Class : 01 Int. Seed coating; soil amendments; rooting gels; and root coatings	8/5/2018

EXHIBIT C

PATENT ASSIGNMENT

WHEREAS, VJS Investments Limited ("Seller"), is the sole and exclusive owner of certain trademarks and/or trademark applications listed in Schedule A annexed hereto (collectively referred to as the "Patent"); and

WHEREAS UPL LIMITED ("Purchaser") is desirous of acquiring the entire right, title and interest in, to and under the said Patent.

Now, Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, transfer and set over to Purchaser, Seller's entire worldwide rights, title, and interest in and to the Patents, and any and all worldwide patents or patent applications directly or indirectly claiming priority therefrom, and any continuations, continuations-in-part, divisionals, extensions, provisional, reexaminations, reissues, renewals, reviews, substitutions and counterparts of any of the foregoing, the same to be held and enjoyed by Purchaser for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said Patents are or may be granted, reissued or extended as fully and entirely as the same would have been held and enjoyed by Seller, if this assignment and sale had not been made; together with all claims for damages by reason of past, current, and future infringement and/or provisional rights under said Patents, with the right to sue for, and collect the same for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives.

And, Seller, hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all Letters Patents on said inventions to Purchaser as assignee of the entire interest.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the Effective Date set forth above.

UPL LIMITED

By: _____

Name: GORDON L. SELLORS

Title: Director

VJS INVESTMENTS LIMITED

By: _____

Name: MANOJ KUMAR GUPTA

Title: _____

SCHEDULE A - PATENTS.

<u>Sr. No</u>	<u>Family</u>	<u>Country</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Status</u>	<u>Assignment Information</u>
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15.	239	South Africa	2005/08112	12/15/2004	2005/08112	9/27/2006	Granted	Absorbent Technologies, Inc.
16.	228	South Korea	10-2006-7011736	12/15/2004	10-1278634	6/19/2013	Granted	Absorbant Technologies, Inc.
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18.	411	US	12/018,090	1/22/2008	7,459,501	12/2/2008	Granted	VJS Investments Limited
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22.	439	South Africa	2005/08113	8/26/2005	2005/08113	11/29/2006	Granted	Absorbent Technologies, Inc.

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29.	719	Brazil	PI0814704-3	6/16/2008			Filed	Absorbent Technologies, Inc.
30.	705	Canada	2693796	6/16/2008			Filed	VJS Investments Limited
31.	703	EPO	8771197.4	6/16/2008			Filed	VJS Investments Limited

EXHIBIT D

TRADEMARK ASSIGNMENT

WHEREAS, VJS Investments Limited ("Seller"), is the sole and exclusive owner of certain trademarks and/or trademark applications listed in Schedule A annexed hereto (collectively referred to as the "Trademarks"); and

WHEREAS UPL LIMITED ("Purchaser") is desirous of acquiring the entire right, title and interest in, to and under the said Trademarks.

Now, Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, transfer and set over to Purchaser, Seller's entire worldwide rights, title, and interest in and to the Trademarks, and any and all worldwide trademarks, service marks, trade names, service names, brand names, certification marks, trade dress rights, logos, slogans, design rights, design patents, Internet domain names and corporate names and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, together with any translations, adaptations, derivations and combinations thereof, and all applications, registrations and renewals thereof, the same to be held and enjoyed by Purchaser for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said Trademarks are or may be applied, registered or renewed as fully and entirely as the same would have been held and enjoyed by Seller, if this assignment and sale had not been made; together with all claims for damages by reason of past, current, and future infringement under said Trademarks, with the right to sue for, and collect the same for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives.

And, Seller, hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all Trademarks to Purchaser as assignee of the entire interest.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the Effective Date set forth above.

UPL LIMITED

By: [Signature]

Name: GORDAN L SELLORS

Title: Director

VJS INVESTMENTS LIMITED

By: [Signature]

Name: MANOJ K. GUPTA

Title: _____

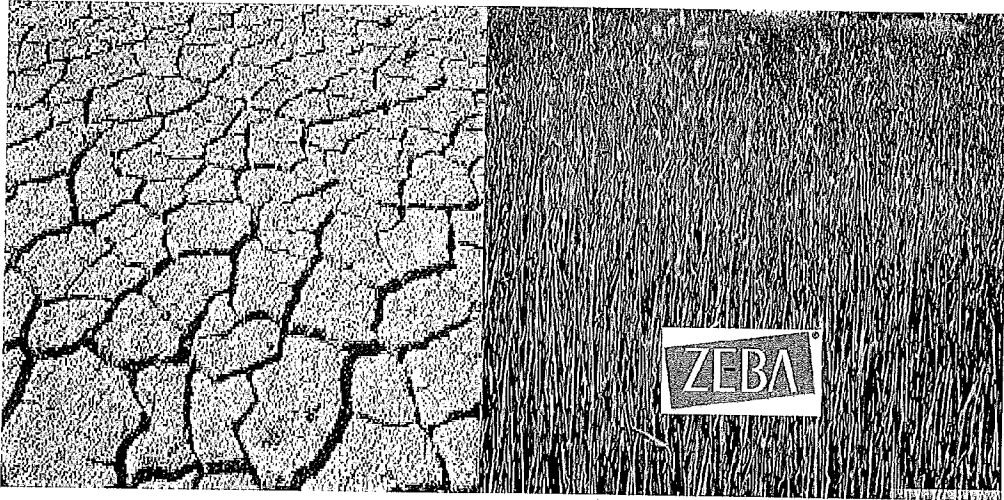
SCHEDULE A
TRADEMARKS

Trade mark	Trade mark	Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Owner Name	Goods	Next Renewal Date
ZEBA	Registered	Argentina	2769069	8/29/2007	2246601	9/4/2008	Absorbent Technologies, Inc.	Class : 01 Int. Seed coatings; soil amendment; rooting gels; and root coatings	9/4/2018
ZEBA	Renewed	Australia	1037918	1/17/2005	1037918	1/17/2005	United Phosphorus, Limited	Class : 01 Int. Seed coatings, soil amendments, root gels and coatings	1/17/2025
ZEBA	Registered	Brazil	828776199	10/5/2006	828776199	8/4/2009	Absorbent Technologies, Inc.	Class : 01 Int. Seed coatings; soil amendments; rooting gels; and root coatings	8/4/2019
ZEBA and Design	Registered	Brazil	828776202	10/5/2006	828776202	8/4/2009	Absorbent Technologies, Inc.	Class : 01 Int. Seed coatings; soil amendments; rooting gels; and root coatings	8/4/2019
ZEBA	Registered	Canada	1289461	2/10/2006	TM A685841	4/12/2007	United Phosphorus, Limited	Class : 01 Int. Seed coatings; soil amendments; rooting gels; and root coatings	4/12/2022
ZEBA and Design	Registered	Canada	1289462	2/10/2006	TM A685840	4/12/2007	United Phosphorus, Limited	Class : 01 Int. Seed coatings; soil amendments; rooting gels; and root coatings	4/12/2022
ZEBA	Registered	China (People's Republic)	4522184	3/3/2005	4522184	5/28/2008	Absorbent Technologies, Inc.	Class : 01 Int. Seed coatings; soil amendments; root gels and coatings	5/27/2018
ATI AQUAZORB	Registered	China (People's)	3924692	2/24/2004	3924692	7/28/2006	Absorbent Technologies, Inc.	Class : 01 Int. Soil conditioning chemicals	7/27/2016

Trade mark	Trade mark	Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Owner Name	Goods	Next Renewal Date
		Republic)							
GREEN	Registered	China (People's Republic)	4598938	4/12/2005	4598938	8/28/2008	Absorbent Technologies, Inc.	Class : 01 Int. Coatings used to hold moisture in contact with seeds, soil amendments; gels and coatings used to hold moisture in contact with roots	8/27/2018
ZEBA	Renewed	European Community	4240156	1/14/2005	4240156	1/11/2006	United Phosphorus, Limited	Class : 01 Int. Seed coatings; soil amendments; root gels and coatings	1/14/2025
ZEBA	Registered	Japan	98732006	2/7/2006	5017435	1/12/2007	Absorbent Technologies, Inc.	Class : 01 Int. Soil conditioners, and other plant growth regulating preparations; fertilizers	1/12/2017
ZEBA and Design	Registered	Japan	98742006	2/7/2006	5017436	1/12/2007	Absorbent Technologies, Inc.	Class : 01 Int. Soil conditioners, and other plant growth regulating preparations; fertilizers	1/12/2017
ZEBA (Korean Characters)	Registered	Korea, Republic of	200528184	6/17/2005	400664869	6/2/2006	Absorbent Technologies, Inc.	Class : 01 Int. Seed coatings; root gels and coatings; soil amendments	6/2/2016
ZEBA	Registered	Korea, Republic of	20051851	1/14/2005	400698498	2/14/2007	Absorbent Technologies, Inc.	Class : 01 Int. Seed coatings; root gels and coatings	2/14/2017
ZEBA	Registered	Mexico	697025	1/14/2005	916626	1/25/2006	Absorbent Technologies, Inc.	Class : 01 Int. Seed coatings; soil improving substances, gels and coatings roots	1/14/2015

Trade mark	Trade mark	Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Owner Name	Goods	Next Renewal Date
ZEBA (Stylized)	Registered	New Zealand	731 655	6/24/2005	7316 55	1/14/2006	United Phosphorus, Limited	Class : 01 Int. Seed coatings; soil amendments; root gels and coatings	1/14/2025
ZEBA	Registered	New Zealand	731 626	6/23/2005	7316 26	1/5/2006	United Phosphorus, Limited	Class : 01 Int. Seed coatings; soil amendment; root gels and coatings	12/22/2024
ZEBA and Design	Registered	New Zealand	731 657	6/24/2005	7316 57	1/14/2005	United Phosphorus, Limited	Class : 01 Int. Seed coatings; soil amendments; root gels and coatings	1/14/2025
ZEBA	Registered	Russian Federation	200 873 131 0	9/30/2008	4113 24	6/18/2010	Absorbent Technologies, Inc.	Class : 01 Int. Seed coatings; soil amendments; rooting gels; and root coatings	9/30/2018
ZEBA	Registered	South Africa	200 524 803	11/18/2005	2005 2480 3	4/21/2009	United Phosphorus, Limited	Class : 01 Int. Chemicals used in agriculture, horticulture and forestry; seed coatings; soil amendments; rooting gels; and root coatings	11/18/2015
ZEBA and Design	Registered	South Africa	200 524 804	11/18/2005	2005 2480 4	8/17/2010	United Phosphorus, Limited	Class : 01 Int. Chemicals used in agriculture, horticulture and forestry; seed coatings; soil amendments; rooting gels; and root coatings	11/18/2015
ZEBA	Registered	Ukraine	M2 008 178 83	9/30/2008	1177 98	1/25/2010	Absorbent Technologies, Inc.	Class : 01 Int. Seed coatings; soil amendment; rooting gels; and root coatings	9/30/2018
www.absorbenttech.com	Domain Reg	United States of America							

Trade mark	Trade mark	Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Owner Name	Goods	Next Renewal Date
www.zeba.xyz	Domain Reg	United States of America							
REON	Registered	United States of America	77/488206	6/1/2008	3764159	3/23/2010	United Phosphorus, Limited	Class : 01 Int. Superabsorbent polymer additives in the form of liquids, powders and granules	3/23/2020
ZEBA and Design	Registered	United States of America	78/547644	1/14/2005	3140352	9/5/2006	United Phosphorus, Limited	Class : 01 Int. Seed coatings; soil amendments; rooting gels; and root coatings	9/5/2016
QUENCH	Registered	United States of America	78/700343	8/25/2005	3245528	5/22/2007	United Phosphorus, Limited	Class : 01 Int. Seed coatings, root coatings and rooting gels for the retention of moisture; soil amendments	5/22/2017
ZEBA	Registered	United States of America	78/537386	12/22/2004	3140319	9/5/2006	United Phosphorus, Limited	Class : 01 Int. Seed coatings; soil amendments; rooting gels; and root coatings	9/5/2016
ZEBA	Registered	Uruguay	384094	8/24/2007	384094	8/5/2008	Absorbent Technologies, Inc.	Class : 01 Int. Seed coating; soil amendments; rooting gels; and root coatings	8/5/2018



Agenda

- What is ZEBA
- ZEBA strategy
- Comparison with existing Absorbents
- Benefits
- Sales Volume/Price
- Market Segment
- Supply Source
- Financials
- Annexures

What is ZEBA ?

3

What is ZEBA

- ZEBA is a new patented soil amendment that absorbs and releases water as needed by plants to help growers produce consistently higher-quality, greater-volume yields, using reduced inputs and water.
- ZEBA reduces plant stress caused by heat and limited water availability, allowing the plant to devote more energy to the production of a stronger root system, greater biomass and more consistent plant quality across the entire field.
- ZEBA maximizes crop input investments by absorbing and releasing soil nutrients, water-soluble fertilizer and chemicals in the same manner as water, creating a healthy microenvironment in the plant root zone.

4

Increases Soil Moisture Retention

OBJECTIVE

Performance study in varying soil classifications.

SAMPLE VOLUMES USED

Soil: 500 ml

Water: 750 ml

Zeba: .5 grams

TEST SAMPLES

Sample	Type	% Sand	% Silt	% Clay
1	Sand	100	0	0
2	Silt Loam	37	40	24
3	Clay Loam	30	48	22

WATER HOLDING CAPACITY

Type	Test	Water passing (ml)	Water retained (ml)	% retained	% increase
Sand	control	425	325	43.3	-
	w/zeba	150	600	80.0	85.0
Silt Loam	control	275	475	63.3	-
	w/zeba	100	650	86.7	37.0
Clay Loam	control	352	398	53.1	-
	w/zeba	200	550	73.3	38.0

Source: Logan Labs, Inc. 7

Working of ZEBA

ZEBA

Watch it Work

Get Crops off to a Great Start
Zeba's water holding capacity is especially important during the germination process. Zeba particles hold water around the seed, so that the seed is always hydrated. Zeba is especially useful for transplants in root dip. Here it's shown planted with seed in a form.

Easy Application
Apply Zeba in the soil before or at planting to have the constant supply of moisture available to germinating seeds. It is easily applied as a dry granule. Zeba is compatible with all standard application equipment, such as Gandy's boxes.

Absorbs & Releases Moisture
As moisture enters the soil, Zeba particles absorb the water. Zeba particles then slowly release captured moisture as the plant needs it.

Without Zeba, Inputs are Typically Lost
Crop inputs, including water and nutrients, leach away down to the soil, away from the plant roots where they're needed most. Fertilizer and fertilizer are only to ensure nutrient trace elements left, which can cause water table issues and overly treated soil.

Zeba Creates Healthy Microenvironment
Zeba creates a unique zone, where water and water-soluble nutrients are held near the root and available, creating a healthy microenvironment with reduced leaching.

Soil Porosity Increases
As moisture is drawn from the Zeba hydrogel by plant roots, Zeba particles reduce moisture, promoting water and oxygen movement in the soil to stimulate more vigorous root development.

Repeating Cycle
As more moisture enters the soil, Zeba hydrogel repeatedly hydrates and releases captured moisture as plants need it for a year or more.

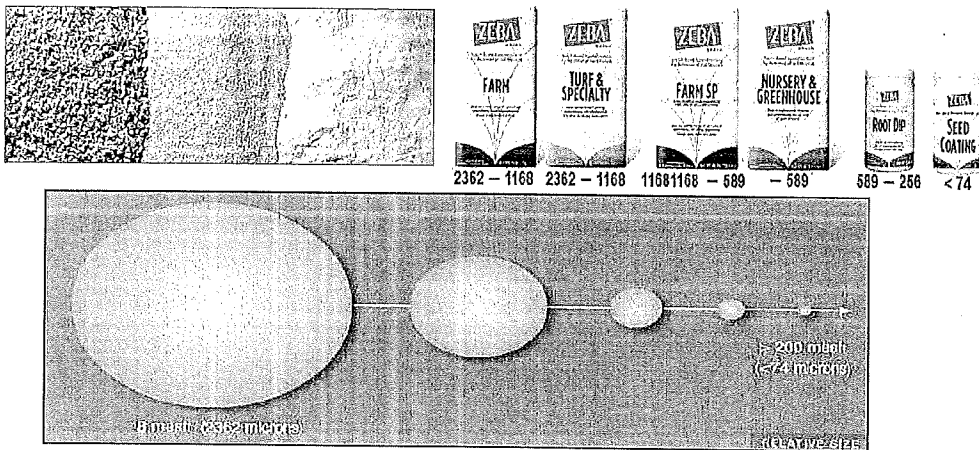
Fast Emergence, Greater Stand Establishment
Zeba promotes faster seedling emergence and increased stand establishment for high-quality, high-volume yields. Zeba reduces stress, ensuring greater consistency across the stand.

ZEBA Chemical Structure

- Moisture is held within a net-like matrix
- Various polar sites allow for weak hydrogen bonding to occur
- These hydrogen-bonding forces are the same forces for binding water in the soil, but weaker than plant root suction

5

Formulations (micron size)



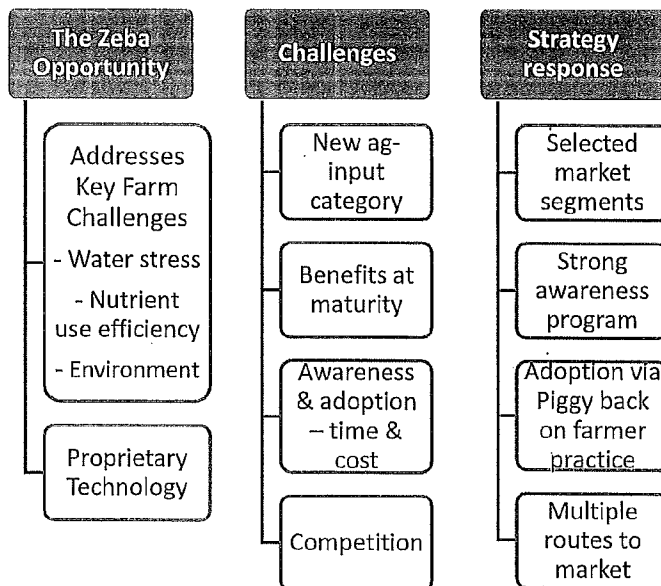
- Available in a wide range from 2362 microns down to 38 microns. Same general characteristics across all formulations.
- Absorbency is greater than 500X for larger granules and increases to 700X for powders.

6

ZEBA Strategy

9

ZEBA Strategy



10

Marketing Strategy

- More Field Trials on different Crops and in different regions
- Focus on Testimonial value + Statutory requirement
- Customer trials – Pepsi, Limagrain , McCain & Advanta.
- Farmer Demonstrations
- ZEBA Customer Day
- ZEBA brochure
- Animations – What is Zeba? How does it work? How to apply?

11

ZEBA Comparison with existing Absorbents

12

Types of Super absorbents

Zeba®


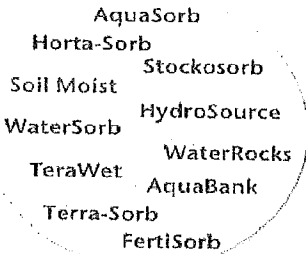
A unique, patented, and starch-based superabsorbent polymer, made specifically for agricultural applications, biodegradable, with sustainable environmental benefits.

PAMs

Polyacrylamide polymers, a purely synthetic petroleum-base, primary application is binding-up of moisture in baby diapers, some environmental concerns.

13

Comparison ZEBA V/s PAM

	
Zeba	PAM
Patented, unique, starch-based 1,000,000 molecular weight	An industrial commodity Sold under many brands 300,000 molecular weight

14

Types of Super absorbents

Zeba[®]


A unique, patented, and starch-based superabsorbent polymer, made specifically for agricultural applications, biodegradable, with sustainable environmental benefits.

PAMs

Polyacrylamide polymers, a purely synthetic petroleum-base, primary application is binding-up of moisture in baby diapers, some environmental concerns.

13

Comparison ZEBA V/s PAM

	<p>AquaSorb Horta-Sorb Stockosorb Soil Moist HydroSource WaterSorb WaterRocks TeraWet AquaBank Terra-Sorb FertiSorb</p>
<p>Zeba Patented, unique, starch-based 1,000,000 molecular weight</p>	<p>PAM An industrial commodity Sold under many brands 300,000 molecular weight</p>

14

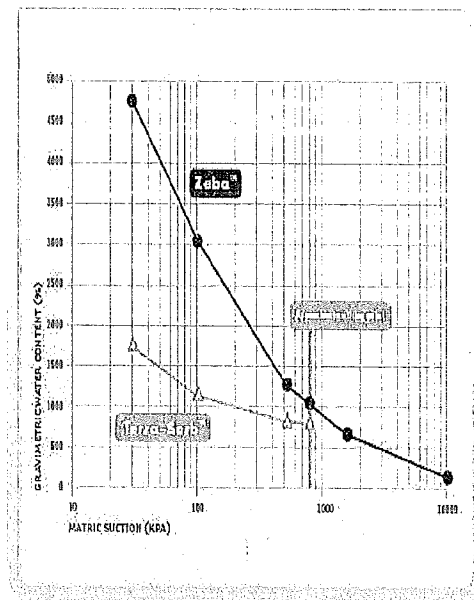
Advantages of ZEBA over PAM

- ZEBA holds 2x water over PAM
- ZEBA holds water loosely and gives back easily
- PAM bind-up water tightly
- ZEBA returns more water to the plant.

17

ZEBA V/s PAM

- **Polyacrylamides (PAMs)**
 - Petroleum-based synthetics
 - 300~400 molecular weight
 - Tightly binds water, poor release characteristics
 - Hard gel particles
 - Brands: Terra-Sorb, Soil Moist, Stockosorb, etc.
- **ZEBA**
 - Cornstarch-based
 - 1,000,000 molecular weight
 - Greater absorption capacity (typically two times greater than PAMs)
 - 'Loose' hydrogen bond, providing superior water release
 - Soft gel
 - Biodegradable, no residue

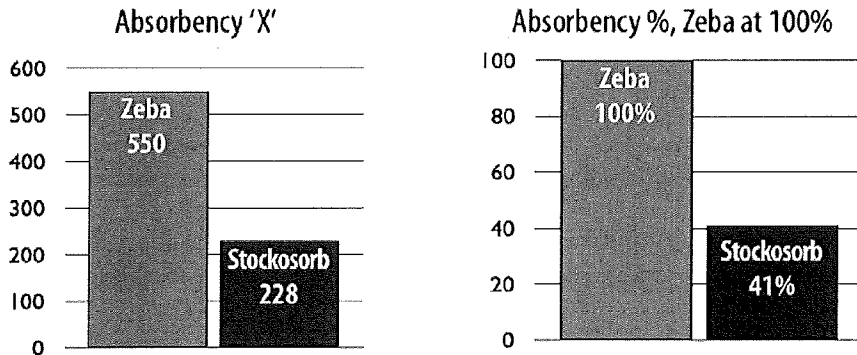


18

Comparison of absorbency

Zeba maintains higher absorbency

8 hour hydration, distilled water, size: 8-16 mesh / 2380-1190 microns / 2.38-1.19 mm

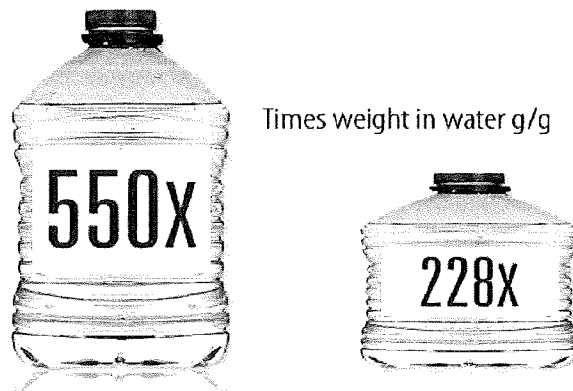


Source: All Lab

19

Comparison of absorbency

Zeba holds twice as much moisture as PAM



20

Release

Zeba returns 95% of water 'on demand'



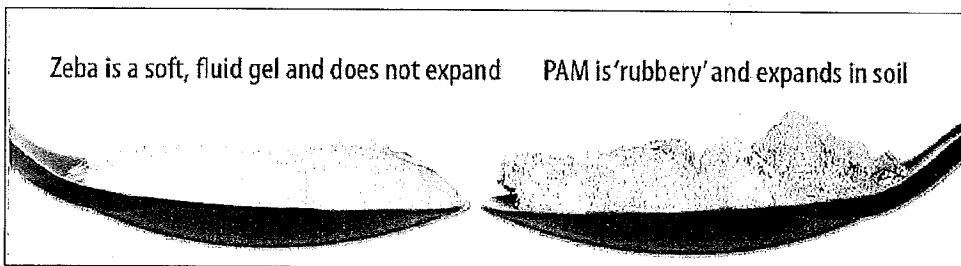
Zeba



PAM

21

Physical Characteristic

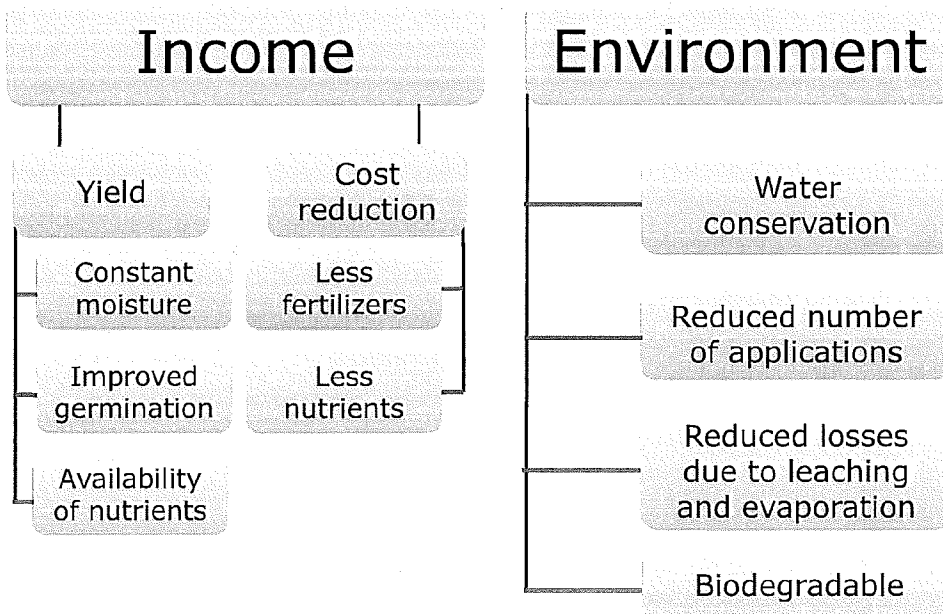


22

ZEBA Benefits

23

Benefits of UPDT (Zeba®)



Doing Things Better

24

ZEBA Benefits

- **Soil enhancement**
 - Increased microbial activity
 - Improves soil porosity
- **Yield Increase**
 - Improved Germination
 - Better plant establishment
 - More effective herbicide action
- **Constant Moisture**
 - Increased ability to cope with water stress
 - Round – the – clock nourishment.
 - Lesser irrigation

25

ZEBA Benefits

- **Nutrient Benefits**
 - Releases nutrients during growth stages
 - Creates a nutrient reservoir
- **Water Conservation**
 - Reduces water wastages through increased intervals between irrigation cycles
- **Cost Savings**
 - Reduces herbicide & fertilizer use
 - Cut in water use
- **Mineral efficiency**
 - Pulls out key mineral from soil
 - Delivers minerals to plant more efficiently

26

Market Segment

27

ZEBA - major crops

- Potatoes
- Onions
- Corn
- Cotton
- Sugar beet
- Cucumber
- Tomatoes
- Egg-plant
- Sweet Potato
- Melon
- Strawberries
- Bluegrass
- Almond
- Sugarcane
- Cereals
- Soybean

28

Market segment

- Turf, ornamental and greenhouse
 - Demonstrated need for Zeba in past
 - Less price sensitive
- Potato and Onion in PNW, NC, GA
 - Some demonstrated use in past
 - Crops are very price sensitive

29

Market segment

- Tree Nursery
 - PNW, CA, SEUS
 - Demonstrated benefits of root dip
- SEUS crops on deep sand
 - Watermelon, cantaloupe, etc.
 - Can not stay moist enough during heat of summer

30

Key future opportunities

- Nutrient Management
 - FL regulations on phosphorus
 - Regulations on fertilizer runoff and leaching around Chesapeake Bay and other bays
 - Regulations on fertilizer leaching and runoff in Mississippi river watershed
 - National nitrogen and phosphorous regulations very probable

31

Key opportunities

- Roll out use in more high & low value crops
- Substrate plugs
- Potting soil – will fly if organic approval
- Decrease Nitrogen & Phosphorous leaching
- Forage crops
- Organic farming
- Seed treatment



41

Opportunities in non farm uses

ZEB@ IN CONTAINERS APPLICATION INSTRUCTIONS

To plant with Zeb@ in individual containers, follow these simple instructions.

1. FILLING THE CONTAINER

Always fill your container to the top with soil. Do not add Zeb@ until the soil is filled to the top. Then, add Zeb@ to the soil. Fill the container with soil to the top. Then, add Zeb@ to the soil. Fill the container with soil to the top. Then, add Zeb@ to the soil.



After planting, water thoroughly to begin hydrating the Zeb@ granules. Water again after 2-3 hours to ensure full hydration.

Plant Type	Watering Frequency	Amount of Water
1. Small plants	1-2 times per week	1/2 gal.
2. Medium plants	1-2 times per week	1 gal.
3. Large plants	1-2 times per week	1 1/2 gal.
4. All plants	1-2 times per week	2 gal.

2. WATERING

After planting, water thoroughly to begin hydrating the Zeb@ granules. Water again after 2-3 hours to ensure full hydration.

When watering, water thoroughly to begin hydrating the Zeb@ granules. Water again after 2-3 hours to ensure full hydration.

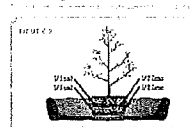
Water thoroughly to begin hydrating the Zeb@ granules. Water again after 2-3 hours to ensure full hydration.



TREE PLANTING WITH ZEB@

When planting new trees and shrubs, Zeb@ is intended to act as a "water buffer" in the soil keeping moisture available to the new plants during their critical first year when they begin to establish their root system.

FOLLOW THESE INSTRUCTIONS:



After planting, water thoroughly to begin hydrating the Zeb@ granules. Water again after 2-3 hours to ensure full hydration.

When planting new trees and shrubs, Zeb@ is intended to act as a "water buffer" in the soil keeping moisture available to the new plants during their critical first year when they begin to establish their root system.

When watering, water thoroughly to begin hydrating the Zeb@ granules. Water again after 2-3 hours to ensure full hydration.

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Cities reduce watering and labor



Smart Thinking.
"With Zeb@ I've cut our water use by one-third, going from three waterings per week to two."
Bill Koen, city Horticultural Specialist for Lakeland, Florida, has saved money by reducing watering since he started using Zeb@ branded products last summer.
And he's done this during a drought.
Bill estimates he's saved the city \$1,200 a month in labor and water expenses since he's started using Zeb@ in all of his container displays and in many annual plantings. And Bill said plant performance has excelled under the Zeb@ program.



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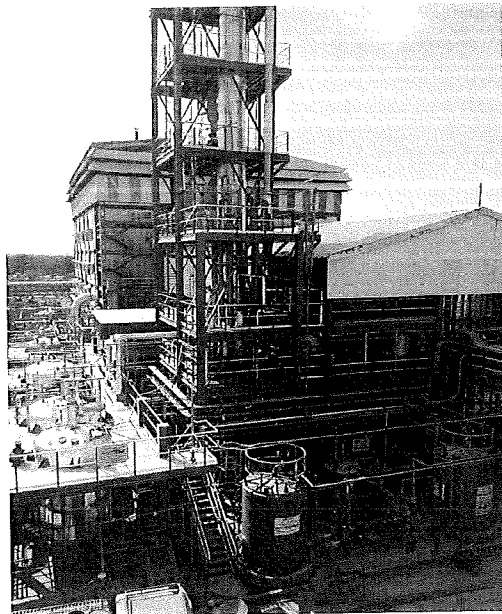
Bill estimates he's saved the city \$1,200 a month in labor and water expenses since he's started using Zeb@ in all of his container displays and in many annual plantings. And Bill said plant performance has excelled under the Zeb@ program.

Supply Chain

35

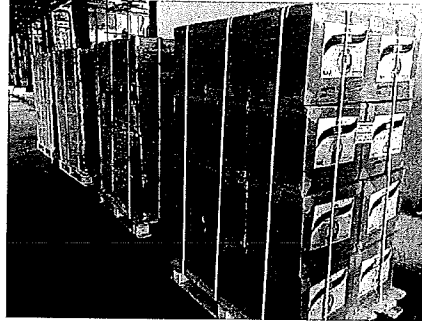
Sourcing

- Patented Technology
- Corn & Maize based
- Raw Material easily available



36

Packaging



37

THANK YOU

ANNEXURES

ANNEXURE - I

Field Trials Results

Field Trials of Potato

- Summary of 2007 Potato Trials

- Average 5.8X ROI based on yield alone
 - 4.4X excluding one trials with a 12.5X ROI.
- Average 5% Usable/Acre increase
- Average 67.5 CWT/Acre increase

Grower	Location	PCA	Variety	Difference in Tons/Acre	ROI	Key Differences
Driscoll Brothers	Hagerman, ID	PG	Russet Burbank	+145.87 CWT	12.5X	+13% in 14 oz, +6% in 4-6 oz
				+91 CWT	7.8X	+14.8% Usables
Jerome Wanders	Caldwell, ID	WE	Ranger Russet	+36.78 CWT	3X	+10.8% Usables
Undisclosed	Hammett, ID	Simplot Co	Russet Burbank	+28.41 CWT	2.4X	+1.3% Usables
Krown Farms	Aberdeen, ID	Simplot Co	Russet Burbank	+29.87 CWT	2.6X	+22 CWT of US #15 > 4 oz
Grant 4-D Farms	Rupert, ID	Agriance	Russet Burbank	+73.27 CWT	6.3X	+3% Usables, +7% in 14 oz

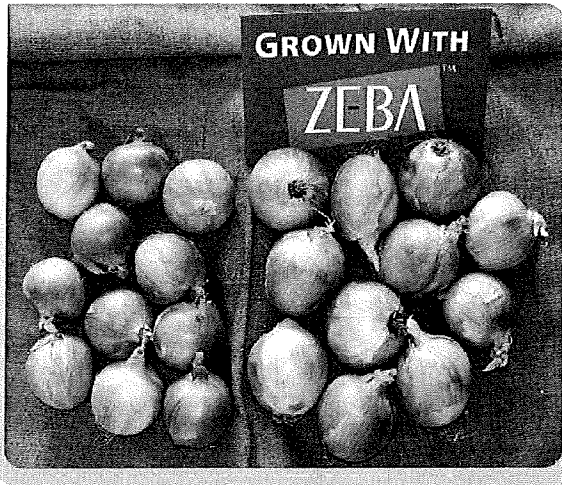
Field Trials of Potato

- 2008 Potato Results

Idaho			
Location	Variety	Difference in Payable CWT/Acre	ROI (At \$4.80/CWT)
Wilder, ID	Russet Ranger	25.78	1.2X ROI
Parma, ID	Russet Ranger	205.41	18.8X ROI
Aberdeen, ID	Russet Ranger	139.08	10.9X ROI
Hazelton, ID	Russet Ranger	285.93	23.5X ROI
Rupert, ID	Russet Ranger	49.78	3.3X ROI
Buhl, ID	Russet Ranger	42.81	2.7X ROI
Rexburg, ID	Russet Ranger	82.54	8X ROI
Rexburg, ID	Russet Ranger	20.05	-

**Ave 106 More
CWT/Acre
Ave 8X ROI**

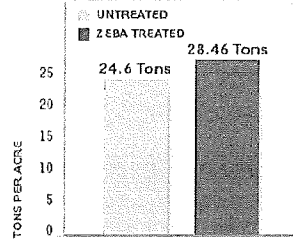
Field trial of Onion



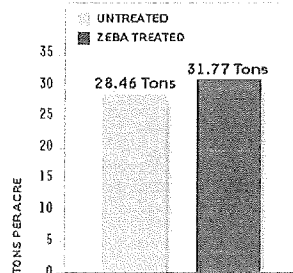
Zeba® was applied to onion fields in Quincy, WA. Both yield and quality measurements were taken to determine effect of Zeba on onion crops. Results show an increase of 3.86 and 3.31 tons per acre respectively and significant improvements in onion quality.

SEE TRIAL DATA ON REVERSE SIDE →

3.86 More Tons/Acre
Sedona Field



3.31 More Tons/Acre
Caveat Field

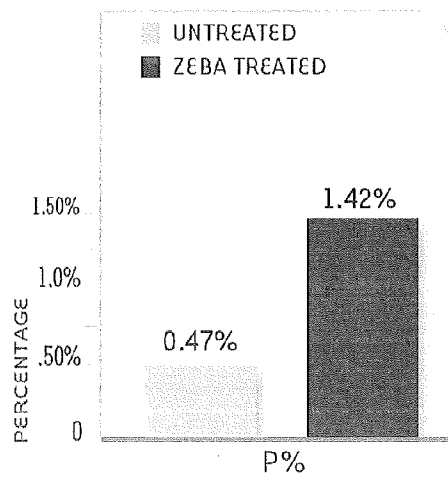
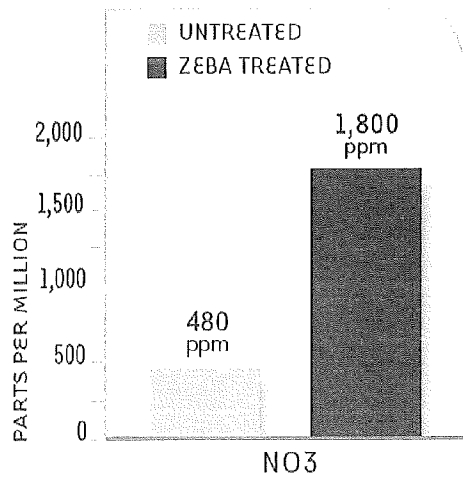


Improved Nutrient Uptake in Onions

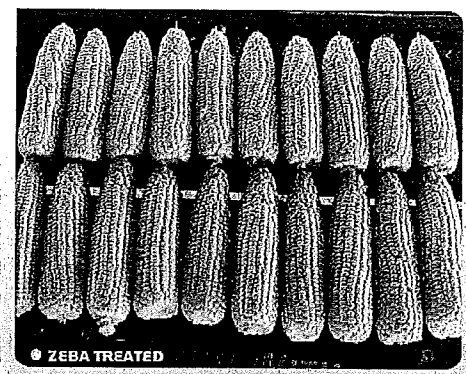
GENERAL TRIAL INFORMATION

Grower: Undisclosed Lab: Best-Test Analytical Services, Moses Lake WA
Location: Parma, ID Sample Date: 8/18/08

NUTRIENT LEVELS FOUND IN ONION ROOT SAMPLES



Field trial of Corn



GENERAL TRIAL INFORMATION

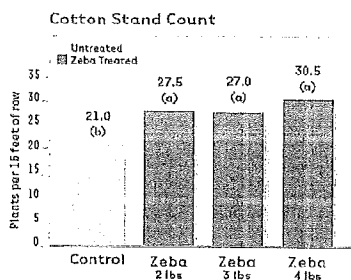
Grower: Chuck Trolley
Location: Syngenta Seeds Inc
Crop: Sweet Corn
Variety: Garrison
Rate: 8 lbs/acre of Zeba Farm applied at bed formation
Planting Date: 01 Mar 2008
Harvest Date: 12 May 2008
Sample Size: 4 Rows: 30 ft
Row Spacing: 3 ft
Irrigation: Drip

YIELD RESULTS

	Untreated	Zeba Treated	Increase
Ear Weight (unshucked) lbs	96.5	119.5	23.8%
Total Number of Marketable Ears	134	166	23.9%
Estimated Yield Crates/Acre	270	335	23.9%
Increased Return per Acre (Market price at time of harvest = \$9.00/crate)			\$581
Return on Investment			8X

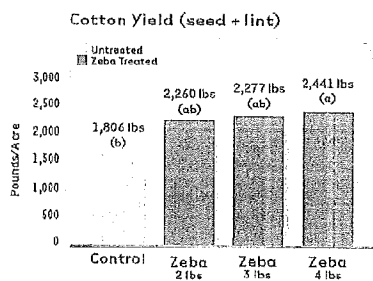
* The results do not represent a recommendation or endorsement by Syngenta Seeds, Inc.

Increased Plant Stand & Yield in Cotton



GENERAL TRIAL INFORMATION

Grower: University of Georgia, Cooperative Extension Agent
Investigator: Edd Harrison
Location: Camilla, GA
Crop: Cotton
Variety: Delta Pine 555 BR
Application: In-furrow at planting
Harvest plots: 2 rows X 325 feet
Irrigation: Center pivot



ESTIMATED ECONOMICS*

	Yield	Seed	Lint	Total \$	Return
Control	1,806 lbs	1,084 lbs	722 lbs	\$542.66	-
Zeba (2 lbs)	2,260 lbs	1,356 lbs	904 lbs	\$679.35	\$136.69
Zeba (3 lbs)	2,277 lbs	1,366 lbs	911 lbs	\$683.21	\$140.55
Zeba (4 lbs)	2,441 lbs	1,465 lbs	976 lbs	\$733.54	\$190.88

* Based on variety average of 40% lint and 60% seed, lint price of \$0.63/lb and seed price of \$0.08/lb.

Field trial of Sugar beet



GENERAL TRIAL INFORMATION

Grower: Neil Brown Farms
PCA: John Bono, Simplot
Location: Aberdeen, ID
Crop: Sugar Beet
Rate of Zeba: 3 lbs per acre of Zeba Farm
Application: Zeba was applied in furrow at planting
Harvest: Commercially Harvested

YIELD RESULTS

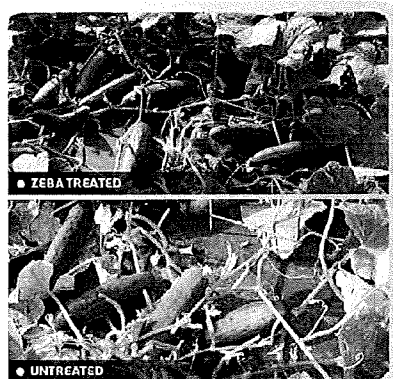
Truckload	Untreated	Zeba Treated	Increase
1	42.28 Tons	46.14 Tons	+3.86 Tons
2	41.99 Tons	45.27 Tons	+3.28 Tons
Avg. Tons/Acre	42.13 Tons	45.70 Tons	+3.57 Tons

Average daily dirt tare of 4.6%

SUGAR SAMPLE

	Untreated	Zeba Treated	Increase
% Sugar (Sampled on 10/5/07)	17.80%	18.38%	+0.58%

ZEBA Increases Cucumber Yield by 7.5%



GENERAL TRIAL INFORMATION

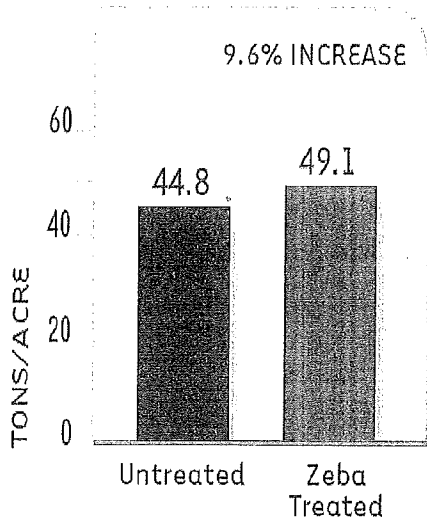
Grower: Bedner Farms
Crop: Cucumbers
Variety: Dasher
Application Date: 1/17/07
Planting Date: 1/31/07
Harvest Date: 3/26, 3/29, 4/2/07

Rate: 8 lbs per acre
Packout: 16 Boxes per Bin

TRIAL RESULTS

Harvest Date	Zeba Treated	Untreated	Difference
3/26/07	42.25 Bins	38 Bins	4.25 Bins
3/29/07	42.5 Bins	40.25 Bins	2.25 Bins
4/2/07	39.5 Bins	37.25 Bins	2.25 Bins
Total	124.25 Bins	115.5 Bins	8.75 Bins

9.6% increase in processing of tomatoes



GENERAL TRIAL INFORMATION

Grower: Terra Linda Farms
 Farm Manager: Pete Dominguez
 PCA: Tom Pierson and Gar Tootelian
 Crop: Processing Tomatoes
 Rate of Zeba: 7 lbs of Zeba Farm per acre
 Application: Zeba applied at sidedressing

TRIAL RESULTS

Sample Size 20'	Zeba Treated	Untreated
1	230 lbs	209 lbs
2	228 lbs	210 lbs
3	219 lbs	199 lbs
Total	49.1 Tons/Acre	44.8 Tons/Acre

Boosts Tomato Yield & Quality

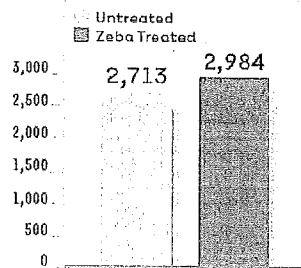


YIELD RESULTS

	Untreated		Zeba Treated		Difference
	Boxes	%	Boxes	%	
5x6's & larger	600	22%	774	26%	+174
6x6's	1,191	44%	1,427	48%	+236
6x7's	922	34%	783	26%	-139
Total	2,713 boxes		2,984 boxes		+271

Fruit Size: Projected 25 lb boxes per acre

Boxes Per Acre



GENERAL TRIAL INFORMATION

Researcher: Henry Younce, KAC
 Cooperator: TOR Tomato
 Location: Immokalee, FL
 Crop: Tomato, Florida 47
 Rate: 8 lbs per acre
 Application Date: 11/07
 Transplant Date: 12/07
 Row Spacing: 72"
 Replication: 4 times, randomized plots
 Irrigation: Drip irrigated
 Harvest Dates: 3/17/08, 4/1/08, 4/17/08

22.9 % increase in drip irrigated egg-plant

GENERAL TRIAL INFORMATION

Rate of Zeba: 1 oz per gallon
Crop: Solanum melongena, Aubergine
Variety: Night Shadows
Trial location: Eltopia, Washington, USA
Researcher: Chad Dobie,
 Agriculture Development Group Inc.
Investigator: Alan Schreiber,
 Agriculture Development Group Inc.

OBJECTIVE

Determine the effect of Zeba when applied to roots of eggplant (prior to planting) and grown in the Columbia Basin.

Spacing Within Row: 22 in

Plot Width: .5 ft
Plot Length: 250 ft
Site Type: Field
Study Design: Randomized Complete Block
Tillage Type: Conventional - till
Soil description: Sandy Loam

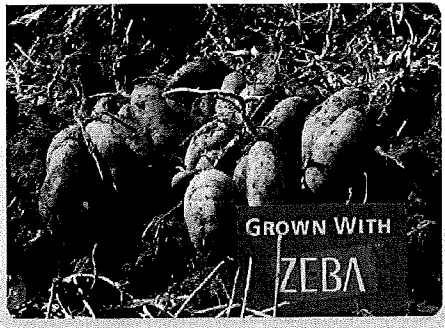
APPLICATION DESCRIPTION

Planting Method: Transplanted - hand
Planting Date: 06 June 2005
Row Spacing: 54 in

YIELD RESULTS

Harvest date	Days after transplanting	ZEB A ROOT DIP (at 1 oz/gal)		UNTREATED	
		Average number of fruit	Average number of flowers	Average number of fruit	Average number of flowers
16 August 2005	71	3.30	-	3.90	-
09 September 2005	95	9.50	9.20	8.30	7.40
14 September 2005	100	11.70	10.50	8.40	7.30
28 September 2005	114	4.40	7.70	4.20	7.40
05 October 2005	121	5.20	7.40	3.40	5.70
Total number of fruit per plant		34.1		28.2	
Percent yield increase		22.9%			

\$962 More Per Acre in Sweet Potatoes



GENERAL TRIAL INFORMATION

Grower: Jeffery Lee Farms
Cooperator: Reliable Farm Data Research Inc.
Location: Benson, NC
Crop: Sweet Potatoes
Varieties: Covington
Rate: 8 Lbs per acre of Zeba Farm
Application: Zeba was applied at planting.
Rep Size: 25 plants per plot

FIELD #2 - RESULTS

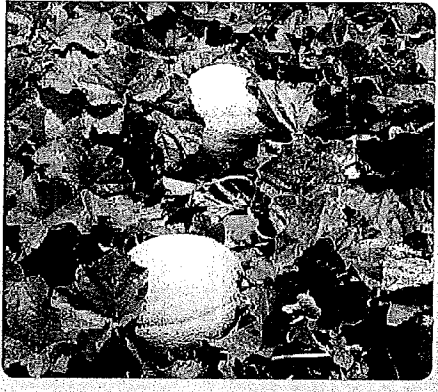
	US #1	Jumbo	Canner	Total
Untreated				
Rep 1	64.4	9.5	13.5	87.4
Rep 2	69.5	8.5	7.5	85.5
Rep 3	71.5	15.5	9.5	96.5
Total	205.4	33.5	30.5	269.4
% Grade	76.2%	12.4%	11.3%	100%
Zeba Treated				
Rep 1	73.5	11.5	11.5	96.5
Rep 2	77.5	2.5	13.5	93.5
Rep 3	80.5	2.5	13.5	96.5
Total	231.5	16.5	38.5	286.5
% Grade	80.8%	5.8%	13.4%	100%

VALUE PER ACRE

	Value/Acre*	Boxes/Acre		Increase
		Untreated	Treated	
US #1 (per 40 lb box)	\$9.00	894	1,008	\$9,076
Jumbo (per 40 lb box)	\$2.00	146	72	\$144
Canners (per CWT)	\$6.00	54	67	\$402
Value/Acre	-	\$8,660	\$9,622	\$962
Projected Yield/Acre	-	46,941	49,920	2,980
ROI	6.35%	-	ROI	14X

*Market price at time of harvest (9/18/08)

12.3 % More Melons Per Acre



GENERAL TRIAL INFORMATION

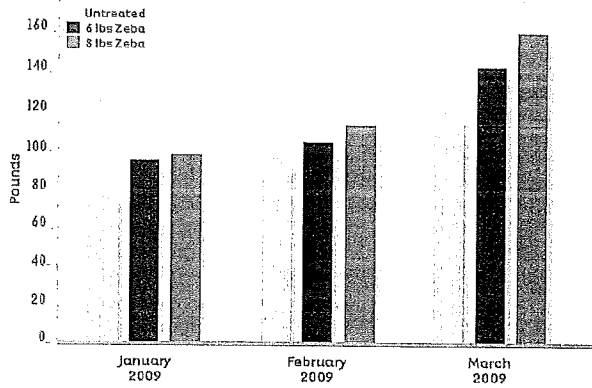
Grower: Chuck Trolley
 Location: Syngenta Seeds, Inc
 Crop: Cantaloupe
 Variety: Athena
 Rate: 8 lbs/acre of Zeba Farm applied at bed formation
 Planting Date: 29 Feb 2008
 Harvest Date: 12 May 2008
 Number of Samples: 2
 Sample Size: 30ft X 12ft

YIELD RESULTS

	Untreated	Zeba Treated	Increase
Number of Melons	114	128	+12.3%
Total Weight of Melons (lbs)	553	614	+11.0%
Ave Weight per Melon (lbs)	4.9	4.8	-
Estimated Yield per Acre	16,728	18,574	1,846
Bin Increase per Acre (170 melons/bin)	-	-	+2.3
Increased Value per Acre (Market price at time of harvest = \$225/bin)		\$517.50	
Return on Investment		7.1X	

*The results do not represent a recommendation or endorsement by Syngenta Seeds, Inc.

25 % More Strawberries



GENERAL TRIAL INFORMATION

Researcher: Agri-Help Inc.
 Location: West Central Florida
 Crop: Strawberries
 Varieties: Festival
 Rate: 6 lbs and 8 lbs per acre
 Application: Zeba Farm was applied at bed formation
 Rep Size: Randomized and replicated 6 times. Sample size, 50 plants per rep.
 Soil Type: Tavares fine sand, Basinger fine sand
 Planting Date: Mid October, 2008
 Harvest Date: January 2 - March 23, 2009. Harvested 24 times (every 3-4 days).
 Irrigation: Drip irrigation (overhead irrigated 12 times for freeze protection).

RESULTS

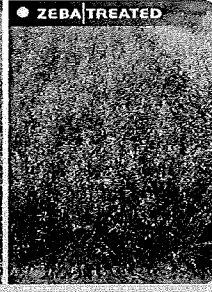
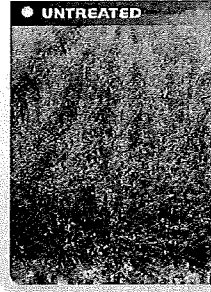
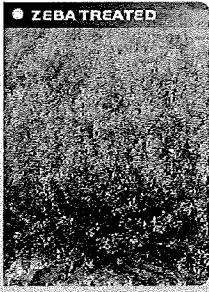
	January (lbs)	February (lbs)	March (lbs)	Total		Flats/Acre	Increase # Flats
				Pounds	Increase		
Control	79.88 a	97.14 a	120.58 b	297.6 b	-	2,244	-
6 lbs Zeba	94.16 a	105.36 a	142.32 ab	341.84 ab	15%	2,584	140
8 lbs Zeba	98.935 a	113.335 a	160.27 a	372.54 a	25%	2,820	596

Kentucky Bluegrass Variety Seed Production Trial



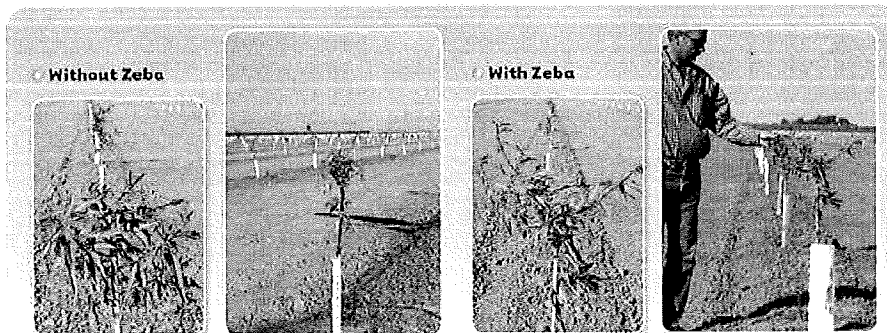
16 Kentucky Bluegrass variety seed production yield trials were planted in a randomized block with four replications. Two replications had Zeba mixed with the seed at planting.

The researcher took growth measurements last fall and showed that the Zeba treated plots had more uniform establishment and robust growth. These fall growth characteristics carried over into the spring where we saw greater plant density and greater seed head formation.



Mortality reduced in almond plantings

- ◊ Greater early vigor and turgid growth
- ◊ Applied at 1 tablespoon into hole for each tree



Vernalis, California, Fall 2005
Zeba-treated almond rows exhibit increased vigor with more leaves and turgid growth. With the increased moisture availability,

no fertilizer was required to establish trees. There was no loss of trees in the treated rows, while the non-treated rows exhibited loss of a few trees.

Source: Western Farm Service

Improves Sugarcane Growth



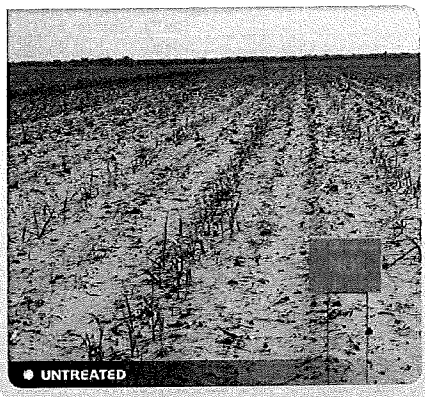
General Trial Information

Grower: Alico, Cane Division
 Location: Clewiston, FL
 Crop: Sugarcane
 Variety: CP80-1633
 Planted: January 10, 2007

Photo Date: February 27, 2007
 Soil Type: Sandy
 Irrigation: Seep
 Evaluation Date: 3/12/07
 Rate: See Table

	9 lbs of Zeba/acre Rep 1	7 lbs of Zeba/acre Rep 2	4 lbs of Zeba/acre Rep 3	No Zeba Control
Stand	98.5%	94.5%	95%	70.8%
Height	3.43 in	3.8 in	4 in	3.65 in

Improves Sugarcane Growth



General Trial Information

Grower: Alico, Cane Division
 Location: Clewiston, FL
 Crop: Sugarcane
 Variety: CP80-1633
 Planted: January 10, 2007

Photo Date: February 27, 2007
 Soil Type: Sandy
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 Rate: See Table

	9 lbs of Zeba/acre Rep 1	7 lbs of Zeba/acre Rep 2	4 lbs of Zeba/acre Rep 3	No Zeba Control
Stand	98.5%	94.5%	95%	70.8%
Height	3.43 in	3.8 in	4 in	3.65 in