



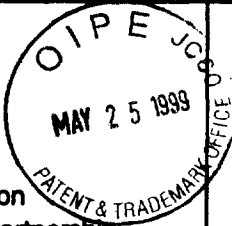
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

MRD 5-25-99  
Bandini Fertilizer Company



- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: June 12, 1998

2. Name and address of receiving party(ies)

Name: BFC Acquisition Corporation

Internal Address: \_\_\_\_\_

Street Address: 201 West Fourth Street

City: Sylacauga State: AL ZIP: 35150

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State California
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

674,054

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: A. Yates Dowell, III

Internal Address: Suite 309

Street Address: 1215 Jefferson Davis Hwy.

City: Arlington State: Va. ZIP: 22202

6. Total number of applications and registrations involved: \_\_\_\_\_

1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed check no. 2529

Authorized to be charged to deposit account T-122

8. Deposit account number:

04-1577

(Attach duplicate copy of this page if paying by deposit account)

05/27/1999 JS4BBAZZ 00000040 674054

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

A. Yates Dowell, III

Name of Person Signing

A. Yates Dowell  
Signature

5/25/99  
Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 001903 FRAME: 0577

## ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK (this "Assignment") is entered into as of June 12, 1998 by and between BANDINI FERTILIZER COMPANY, a California corporation ("Assignor"), and BFC ACQUISITION CORPORATION, a California corporation ("Assignee").

### Recitals

WHEREAS, Assignor has adopted and is using the trademark "Bandini Fertilizer Company" registered with the U.S. Patent and Trademark Office, Registration Number 674,054 (the "Mark");

WHEREAS, pursuant to a certain Asset Purchase Agreement, as amended (the "Agreement") and a certain Bill of Sale, Assignor is selling to Assignee certain assets defined in the Agreement, including the Mark;

WHEREAS, pursuant to the Agreement, Assignor desires to assign and transfer all of its right, title and interest in and to the Mark to Assignee; and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to said Mark;

### Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the Mark, together with the good will of the business symbolized by the Mark, the registration therefor, including any renewals and extensions of the registration that is or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties or payments which accrue subsequent to the date of this Assignment, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.


Assignor will execute and deliver to Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


To the extent any provision herein is inconsistent with the Agreement, the provisions of the Agreement shall control.

IN WITNESS WHEREOF, the Assignment has been executed as of the date first above written.

BANDINI FERTILIZER COMPANY

By   
Its Chairman

BFC ACQUISITION CORPORATION

By   
Its CEO