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JUN 7

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

06/22/2000 DNGUYEN 00000182 75344790

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002092 FRAME: 0001

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1) JUN 7

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

314-863-7733

Name Michael A. Thorne

Address (line 1) Dankenbring Greiman & Osterholt, L.L.P.

Address (line 2) 120 South Central Avenue

Address (line 3) Fifth Floor

Address (line 4) St. Louis, Missouri 63105

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

12

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/> 75344790	<input type="text"/>	<input type="text"/>	<input type="text"/> 1900308	<input type="text"/>	<input type="text"/>
<input type="text"/> 75344793	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 90.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Michael A. Thorne (42,182)

Michael A. Thorne

6/6/2000

Name of Person Signing

Signature

Date Signed

ASSIGNMENT

1. **WHEREAS**, Monsanto Company of 800 North Lindbergh Boulevard, St. Louis, Missouri 63167, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as Assignor), has adopted and used in its business certain trademarks; and

2. **WHEREAS**, assignor has certain applications for registration pending in the United States Patent and Trademark Office relating to one or more of said trademarks; and

3. **WHEREAS**, MIDCO Products Company, Inc. of 620 Spirit of St. Louis Boulevard, Chesterfield, Missouri 63005, a corporation duly organized and existing under and by virtue of the laws of the State of Missouri (hereinafter referred to as Assignee), is desirous of acquiring the following:

(a) the entire right, title and interest of assignor in the mark "ENVIRO-CHEM," but only in the style presented in Exhibit A, for use on Licensed Products in the Licensed RV/Marine Holding Tank Field and the RV/Marine Air Sanitizer Field, through Approved RV/Marine Channels of Trade, throughout the United States including possessions, Canada and Mexico, and the goodwill appurtenant to the use of the mark in connection with the Licensed Products;

(b) the entire right, title and interest of assignor in the mark "MAKING THE WORLD A BETTER PLACE ONE HOLDING TANK AT A TIME," U.S. Ser. No. 75-344793 filed on 08/21/1997, for use on

Licensed Products and complimentary products in the Licensed RV/Marine Holding Tank Field, the RV/Marine Air Sanitizer Field and the Odorester Licensed Field, through Approved RV/Marine Channels of Trade and Approved Odorester Channels of Trade, throughout the United States including possessions, Canada and Mexico, and the goodwill appurtenant to the use of the mark in connection with the Licensed Products;

(c) the entire right, title and interest of assignor in the mark "MANY TANKS CLUB," U.S. Ser. No. 75-344790 filed on 08/21/1997, for use on Licensed Products and complimentary products, in the Licensed RV/Marine Holding Tank Field, the RV/Marine Air Sanitizer Field and the Odorester Licensed Field, through Approved RV/Marine Channels of Trade and Approved Odorester Channels of Trade, throughout the United States including possessions, Canada and Mexico, and the goodwill appurtenant to the use of the mark in connection with the Licensed Products;

4. **NOW THEREFORE,** in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration by assignee to assignor in hand paid, receipt of all of which is hereby acknowledged, assignor has agreed to and does hereby sell, assign and transfer unto assignee, its successors and assigns, the following:

(a) the assignor's entire right, title and interest of assignor in the mark "ENVIRO-CHEM," but only in the style

presented in Exhibit A, for use on Licensed Products in the Licensed RV/Marine Holding Tank Field and the RV/Marine Air Sanitizer Field, throughout the United States including possessions, Canada and Mexico, and the goodwill appurtenant to the use of the mark in connection with the Licensed Products;

(b) the assignor's entire right, title and interest of assignor in the mark "MAKING THE WORLD A BETTER PLACE ONE HOLDING TANK AT A TIME," U.S. Ser. No. 75-344793 filed on 08/21/1997, for use on Licensed Products in the Licensed RV/Marine Holding Tank Field, the RV/Marine Air Sanitizer Field and the Odorester Licensed Field, throughout the United States including possessions, Canada and Mexico, and the goodwill appurtenant to the use of the mark in connection with the Licensed Products;

(c) the assignor's entire right, title and interest of assignor in the mark "MANY TANKS CLUB," U.S. Ser. No. 75-344790 filed on 08/21/1997, for use on Licensed Products in the Licensed RV/Marine Holding Tank Field, the RV/Marine Air Sanitizer Field and the Odorester Licensed Field, throughout the United States including possessions, Canada and Mexico, and the goodwill appurtenant to the use of the mark in connection with the Licensed Products; and

(d) together with full right to sue for and recover all profits and damages recoverable from future infringements of said trademarks.

5. **TO BE HELD AND ENJOYED BY** assignee, its successors and assigns as fully and entirely as the same would have been held and enjoyed by assignor had this sale and assignment not been made.

6. **AS USED IN THIS ASSIGNMENT, EACH OF THE FOLLOWING TERMS SHALL HAVE THE MEANING DEFINED IN THIS PARAGRAPH:**

(a) "Exosite Technology" shall mean: (i) any method, means, process or service useful in the manufacture, use, sale, or offer for sale of a Licensed Product, as defined hereinbelow, and the practice of any method and provision of any service covered by any claim of any Exosite Patent, as defined hereinbelow; and (ii) information and other technology either disclosed by Monsanto Enviro-Chem Systems, Inc. (hereinafter "MEC") to assignee or developed by assignee specifically as set forth herein relating to the manufacture, use or sale of a Licensed Product.

(b) "Exosite Patent(s)" shall mean: (i) U.S. Patent No. 5,352,444; U.S. Patent No. 5,587,157; U.S. Patent No. 5,589,164; U.S. Patent No. 5,736,032; and U.S. Patent No. 5,609,863 and any provisionals, continuations, divisionals, continuations-in-part, reexaminations, reissues, and foreign counterparts thereof; and (ii) other patent rights owned by MEC to the extent that such other patent rights cover any product or the practice of any method also covered by the patent rights of U.S. Patent No.

5,352,444; U.S. Patent No. 5,587,157; U.S. Patent No. 5,589,164;
U.S. Patent No. 5,736,032; and U.S. Patent No.5,609,863.

(c) "RV/Marine Holding Tank Field" means the manufacture, use and sale of Licensed Products for control of odor in holding tanks mounted in or on a Recreational Vehicle or on a Private Watercraft for interim storage of human and animal body wastes and kitchen wastes pending transfer of such wastes to a stationary receiver or waste hauling vehicle for ultimate disposal.

(d) "Recreational Vehicle" means: (i) a personal motor vehicle adapted for travel on public highways and having sleeping, kitchen and toilet facilities located on board, but shall not include any public transport vehicle in which passengers or goods are generally transported in exchange for payment of a fare or freight charge; (ii) a personal motor vehicle as defined in Paragraph 6(d)(i) that is rented or chartered.

(e) "Private Watercraft" means: (i) a boat, ship or other marine vehicle operated for personal recreational use or fishing, but shall not include any ferry, cruise ship, ocean liner, freighter, or other craft in which passengers or goods are transported in exchange for payment of a fare or freight charge; (ii) a boat, ship, or other marine vehicle as defined in 6(e)i) that is rented or chartered.

(f) "Licensed Products" means odor control compositions, the composition, use or method of preparation of which is covered by a valid claim of an Exosite Patent and embodies Exosite Technology, and means for applying such compositions in the control of odor in the RV/Marine Holding Tank Field, RV/Marine Air Sanitizer Licensed Field and/or Odorester Licensed Field.

(g) "Licensed Services" means methods for using Licensed Products in the control of odor in the RV/Marine Holding Tank Field, RV/Marine Air Sanitizer Licensed Field and/or Odorester Licensed Field.

(h) "Approved RV/Marine Channels of Trade" shall mean such distributors, jobbers, representatives, employees, wholesalers, carriers, warehouses, or other intermediaries of assignee, whether agents of assignee or independent contractors, who purchase, sell, transport, or receive Licensed Products on consignment, only for ultimate transfer to customers who purchase the Licensed Products or offer Licensed Services solely in or for use in odor control in the RV/Marine Holding Tank Field, RV/Marine Air Sanitizer Licensed Field, or such customers. Approved RV/Marine Channels of Trade shall not include sales for any use other than in the RV/Marine Holding Tank Field and/or the RV/Marine Air Sanitizer Licensed Field; and shall not include the sale and/or distribution of products or the provision of services in the Institutional Licensed Field or the Industrial Market.

(i) "Approved Odorester Channels of Trade" shall mean such distributors, jobbers, representatives, employees, wholesalers, carriers, warehouses, or other intermediaries of assignee, whether agents of assignee or independent contractors, who purchase, sell, transport, or receive Licensed Products on consignment, only for ultimate transfer to customers who purchase the Licensed Products or offer Licensed Services solely in or for use in odor control in the Odorester Licensed Field, or such customers. Approved Odorester Channels of Trade shall not include sales for any use other than in the Odorester Licensed Field; and shall not include the sale and/or distribution of products or the provision of services in the Institutional Licensed Field or the Industrial Market.

(j) "Licensed RV/Marine Holding Tank Field" shall mean the manufacture of Licensed Products and the sale, offer for sale, importation and use of Licensed Products, or the offering of Licensed Services through Approved RV/Marine Channels of Trade for use in the RV/Marine Holding Tank Field.

(k) "Odorester Licensed Field" shall mean the manufacture and sale through the Approved Channels of Trade of Licensed Products for use in controlling odor in non-residential, commercial trash containers prior to pickup for disposal, but shall not include the sale and/or distribution of products or the provision of services in the Institutional Licensed Field or the Industrial Market.

(l) "RV/Marine Air Sanitizer Field" shall mean the manufacture and sale through the Approved Channels of Trade of Licensed Products for use as an air freshener or odor eliminator for Recreational Vehicles or Private Watercraft.

(m) "Institutional Licensed Field" shall mean the manufacture and sale of Licensed Products for use in institutional (janitorial, odor control and cleaning) applications which shall include, for example, the use in hospitals, nursing homes, public facilities such as airports, train stations, governmental offices and schools, and commercial facilities such as restaurants, supermarkets, office buildings and factories and the use by contract cleaners who clean such facilities.

(n) "Industrial Market" shall mean those industrial customers who purchase or are potential purchasers of, Licensed Products only as packaged in five (5) gallon pails or larger, or as otherwise packaged and shipped in bulk form, and who apply Licensed Products in large quantities, examples of which customers are landfills, solid waste haulers, truck washes, commercial compost sites, solid waste transfer stations, sewage processing sites, solid waste equipment and the like.

7. **IN WITNESS WHEREOF**, assignor has caused these presents to be executed by its officers thereunto duly authorized this the 27th day of May, 1999.

Monsanto Company

BY *Sh. Kilkeny*

2 June 1999

Title: *President*

Date

EnviroChem[®]

DELEGATION OF AUTHORITY

I hereby authorize John Kilkenny, President of Monsanto Enviro-Chem Systems, Inc., a wholly-owned subsidiary of Monsanto Company ("MEC"), to execute and deliver, in the name and on behalf of Monsanto Company (the "Company"), the Assignment Agreement attached hereto as Exhibit "A", pursuant to which the Company will assign to MIDCO Products Company, Inc. ("MIDCO") the trademark "ENVIRO-CHEM" in connection with the divestiture by MEC of its RV/Marine odor control business to MIDCO as more fully set forth in the Agreement by and between MEC and MIDCO, dated the 1st day of June, 1999.

I further authorize Mr. Kilkenny to redelegate the authority granted to him above to any other employee of the MEC.



Hendrik Verfaillie
President
Monsanto Company
May 28, 1999