

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	08/01/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ABI ALFALFA, INC.		08/01/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Land O'Lakes, Inc.
Street Address:	4001 Lexington Ave North
Internal Address:	MS 2500
City:	Arden Hills
State/Country:	MINNESOTA
Postal Code:	55126
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1657567	ABI
Registration Number:	1658436	ABI
Registration Number:	2720062	ALFALFA GENETICS DIRECT
Registration Number:	2716554	ALFALFA GENETICS DIRECT
Registration Number:	1760146	AMERICA'S ALFALFA
Registration Number:	2280710	AMERICA'S ALFALFA
Registration Number:	2436590	AMERICA' S ALFALFA
Registration Number:	2436966	AMERICA'S ALFALFA
Registration Number:	2440330	AMERICA'S ALFALFA
Registration Number:	2395657	AMERICA'S ALFALFA
Registration Number:	2438208	AMERICA'S ALFALFA
Registration Number:	1115761	GROZONE

CH \$440.00 1657567

Registration Number:	2953219	TRAFFIC TESTED
Registration Number:	2944915	TRAFFIC TESTED
Registration Number:	2438206	AMERICA'S ALFALFA
Registration Number:	2438207	AMERICA' S ALFALFA
Registration Number:	2150902	AMERIGUARD

CORRESPONDENCE DATA

Fax Number: (651)481-2832
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (651) 481-2820
Email: bmgoebel@landolakes.com
Correspondent Name: Brenda Goebel
Address Line 1: 4001 Lexington Ave North
Address Line 2: MS 2500
Address Line 4: Arden Hills, MINNESOTA 55126

ATTORNEY DOCKET NUMBER:	ABI ASSIGN
NAME OF SUBMITTER:	Peter S. Janzen
Signature:	/psj/
Date:	11/30/2005

Total Attachments: 4
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**FIRST AMENDMENT TO
ASSET PURCHASE AGREEMENT**

THIS FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the 1st day of August, 2005, by and among **LAND O'LAKES, INC.**, a Minnesota cooperative corporation ("Purchaser"), **ABI ALFALFA, INC.**, a Delaware corporation ("Seller"), and **HELENA CHEMICAL COMPANY**, a Delaware corporation ("Helena"). All capitalized terms not otherwise defined in this Agreement have the meaning ascribed to them in the Asset Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, the parties hereto executed that certain Asset Purchase Agreement dated June 30, 2005 (the "Asset Purchase Agreement"); and

WHEREAS, the parties hereto desire to amend certain provisions of the Asset Purchase Agreement as set forth below; and

NOW, THEREFORE, for and in consideration of the premises, recitals and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Notwithstanding the provisions of the Asset Purchase Agreement, the parties hereby agree that Seller's receivables resulting from the sale of seed stock, chemicals or other sales to Seller's growers, as well as certification fees paid by Seller on the grower's behalf, all as noted on the attached Schedule A (the "Grower Receivables") shall be included in the Purchased Assets and the amount of such Grower Receivables shall increase the Purchase Price, as an adjustment to the Base Price. Purchaser agrees to provide a report to Seller within fifteen (15) days after the September and November, 2005 month-ends with a list of all such Grower Receivables that Purchaser has been unable to collect through commercially reasonable measures (the "Uncollectible Grower Receivables"). If the Uncollectible Grower Receivables are not collected within eighteen (18) months of the Closing Date, Seller agrees to reimburse Purchaser for the Uncollectible Grower Receivables to the extent Purchaser has been unable to collect such receivables. Notwithstanding the foregoing, Seller retains the right to pursue collection of the Uncollectible Grower Receivables and explore all appropriate legal remedies to collect such receivables.

2. The parties hereto acknowledge and agree that Seller has incurred incentive and commission obligations to Seller's marketers and independent contractors for sales of Inventory and that the aggregate amount of such obligations will not be known until after the Closing Date. The parties agree that Seller will be responsible for such obligations prior to the Closing Date, and Purchaser shall be responsible for such obligations after the Closing Date. After the Closing Date, Purchaser agrees to calculate

TRADEMARK ASSIGNMENT AGREEMENT

1. **Parties; Effective Date.** This Trademark Assignment Agreement ("Agreement") is between ABI Alfalfa, Inc., a Delaware Corporation ("Assignor"), and Land O' Lakes, Inc., a Minnesota cooperative corporation ("Assignee"). This Agreement is effective as of August 1, 2005 ("Effective Date").
2. **Purpose of Agreement.** Assignor is the owner of certain trademarks, service marks, logos, trade names and other indicia of trade origin as described in Exhibit A of this Agreement (collectively, the "Marks") and seeks to assign all such rights to Assignee pursuant to the terms of this Agreement.
3. **Assignment of Trademarks.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, sells, transfers and conveys all right, title and interest in and to all of the Marks, including, without limitation: (a) all goodwill associated with the Marks, and all goodwill associated with the goods or services to which the Marks pertain; (b) all registrations, and applications for registrations, for the Marks, and any renewals thereof; (c) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of the Marks; (d) all income, royalties, damages and other payments now and hereafter due and payable with respect to the Marks; and (e) any and all other rights, whether statutory or common law, corresponding thereto and all other rights of any kind whatsoever accruing thereunder, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such Mark.
4. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties' heirs, representatives, successors and assigns.

[TWO SIGNATURE PAGES FOLLOW]

AGREED AND ACCEPTED:

ABI ALFALFA, INC.

By: [Signature]
David Hawkins
Secretary
Date: August 1, 2005

STATE OF Tennessee)
) ss.
COUNTY OF Shelby)

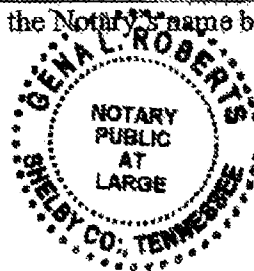
On this 1st day of August, 2005, before me, Gene L. Roberts a Notary Public in and for said state, personally appeared David Hawkins, Secretary of ABI Alfalfa, Inc. a Delaware corporation, known to me to be the person who executed the within instrument on behalf of said corporation and acknowledged to me that (s)he executed the same for the purposes therein stated.

[Signature]
Notary Public in and for said County and State

(Type, print or stamp the Notary's name below his or her signature)

My Commission Expires:

(SEAL)



MY COMMISSION EXPIRES JUNE 12, 2007

Attachment A

Trademark	Registration Number
ABI	1,657,567
ABI & Design	1,658,436
ALFALFA GENETICS DIRECT	2,720,062
ALFALFA GENETICS DIRECT & Design	2,716,554
AMERICA'S ALFALFA	1,760,146
AMERICA'S ALFALFA & Design	2,280,710
AMERICA'S ALFALFA & Design	2,436,590
AMERICA'S ALFALFA & Design	2,436,966
AMERICA'S ALFALFA & Design	2,438,206
AMERICA'S ALFALFA & Design	2,440,330
AMERICA'S ALFALFA & Design	2,438,207
AMERICA'S ALFALFA & Design	2,395,657
AMERICA'S ALFALFA & Design	2,438,208
AMERIGUARD	2,150,902
GROZONE	1,115,761
TRAFFIC TESTED	2,953,219
TRAFFIC TESTED & Design	2,944,915