

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
E.I. Du Pont de Nemours and Company		11/03/2004	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Makhteshim-Agan of North America Inc.		
<b>Street Address:</b>	551 Fifth Avenue, Suite 1100		
<b>City:</b>	new york		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10176		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1410111	COTTON-PRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)737-3528		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2026285197		
<b>Email:</b>	anawashiro@browdyneimark.com		
<b>Correspondent Name:</b>	aoi nawashiro		
<b>Address Line 1:</b>	624 ninth street, NW		
<b>Address Line 4:</b>	washington, DC, DISTRICT OF COLUMBIA 20001		
<b>NAME OF SUBMITTER:</b>	aoi nawashiro		
<b>Signature:</b>	/aoi nawashiro/		
<b>Date:</b>	11/10/2006		

OP \$40.00 1410111

Total Attachments: 6

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**TRADEMARK ASSIGNMENT AGREEMENT**

This Agreement ("Agreement") is entered into with effective date as of the 1<sup>st</sup> day of January, 2004 by and between:

E.I. DU PONT DE NEMOURS AND COMPANY, a company incorporated under the laws of the State of Delaware, having its principal office at 1007 Market Street, Wilmington, Delaware, 19898, ("DUPONT"); and,

Makhteshim-Agan of North America Inc., a U.S. corporation having its principal place of business at 551 Fifth Avenue, Suite 1100, New York, NY 10176 ("MANA")

**WITNESSETH THAT:**

WHEREAS DUPONT wishes to assign to MANA the COTTON-PRO® Trademark, listed on Schedule "A" attached herein from the effective date of this Agreement (hereinafter referred to as the "Trademarks");

NOW THEREFORE, the parties agree as follows:

**ARTICLE 1. - ASSIGNMENT OF TRADEMARK**

- 1.1 DUPONT hereby agrees to assign to MANA, its full right, title and interest of the Trademarks listed on Schedule "A" with the Registration numbers as listed; together with all rights and powers arising or accrued therefrom including, without limitation, the right to sue for damages and other remedies in respect of any past and future infringement of such rights. Assignment of the Trademark includes the goodwill of the business concerned in the goods in respect of which Trademark are registered (or where relevant, the goodwill attached to and/or symbolized by the Trademark but without the whole of the goodwill of the business concerned in the goods for which the Trademark are registered but no other or greater goodwill).
- 1.2 DUPONT will cooperate fully in executing appropriate documents provided by MANA to complete formalities for perfecting the assignment and recording of the Trademark. Said documents will include, but not be limited to: powers of attorney, letters of instruction to the agents to inform them of this assignment and acknowledgments thereof from the agents, as well as providing to MANA a list of the agent used in the United States of America and status of the current Trademark. All costs associated with preparing and recording assignments, including all legalization and notarization costs, shall be borne by MANA.
- 1.3 The parties agree that should perfection of the assignment and recording of the Trademark not be possible as of December 31, 2004, MANA shall have the exclusive and perpetual license to use this Trademark without any limitation, subject to no royalty payment. However, on MANA's demand, DUPONT will execute the actions necessary for the prosecution, renewal or defense of those Trademark rights, at MANA's expense.
- 1.4 DUPONT agrees to cooperate and give assistance to MANA should MANA or MANA's successors need to prove use of the Trademark to defend their rights in this respect against third parties.

**ARTICLE 2. TRANSITIONAL PERIOD AND TRANSFER OF FILES**

- 2.1. DUPONT will have a transitional period of 3 (three) months from the date of execution of this Agreement, in which to cover all pending renewals for 2004, if any, and to prepare all the Trademark files to be transferred to MANA upon termination of such transitional period. These Trademark files will include the certified copies of the Application file or registration certificate and docket report of actions due.

*sent  
JTR*

- 2.2. On or After the transitional period above referred to is over, and upon written request of MANA, DUPONT will transfer physical possession of the files relating to the Trademark to MANA at the location requested by MANA and at the expense of MANA as soon as feasible and in any event no later than 1 (one) month after the transitional period is over. Upon such physical transfer, DUPONT shall no longer be responsible for further actions or payment of fees in respect thereof. Prior to the physical transfer of the files, DUPONT will, to the extent feasible, provide information relating to the Trademark in the manner requested by MANA for the purposes of docketing maintenance fees, annuities, office actions, etc.
- 2.3. Any action that need to be taken or fees paid after the execution date of this Agreement and during the transitional period to avoid lapse of the Trademark will be done by DUPONT on behalf of MANA until DUPONT delivers physical possession of the files to MANA or MANA requests that DUPONT not take certain actions or not pay certain fees, but all annuity fees and all fees for actions taken after the execution date, timely paid by DUPONT on behalf of MANA after the execution date, shall be billed to MANA, to the extent, and only to the extent of the portion of the lifetime of the Trademark rights for which such payments are made. DUPONT will inform MANA in writing of all such actions or fees associated with the prosecution and maintenance of the Trademark will be paid before June 15, 2004.
- 2.4. After perfection of the assignment by DUPONT to MANA, DUPONT will, on request, transfer physical possession of the files relating exclusively to the right or agreement so assigned at the location requested by MANA and at the equal expense of the parties as soon as feasible and in any event within one (1) month after the date of the request.

#### **ARTICLE 3.- USE OF TRANSFERRED TRADEMARK**

As of the date of execution of this Agreement and while all assignments are completed for the Trademark, the parties agree that: (i) DUPONT has stopped stop using the transferred Trademark on its behalf and DUPONT shall not file new trademark applications for the transferred Trademark, since the right and title of the Trademark upon such date will be owned or exclusively licensed to MANA, and (ii) No other third party shall have the right to use the Trademark in the Territory if such authorization is not given in writing directly by MANA.

#### **ARTICLE 4.- ASSIGNMENT PRICE**

The assignment price for the Trademark is a nominal value as was inserted in the Asset Purchase Agreement of the prometryn asset sale executed between then Griffin Corporation and MANA on December, 2002 which assignment is now being formalized with DUPONT's acquisition of the Griffin Corporation trademark estate and assets. MANA will record the Assignment Agreement before all the respective Patent and Trademark Office per country as listed in Attachment "A" herein at MANA's expense.

#### **ARTICLE 5.- ENTIRE AGREEMENT.**

This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, and no modification or amendment hereof shall be valid or binding upon the parties hereto unless made in writing and duly executed on behalf of each the parties hereto.

#### **ARTICLE 6.- APPLICABLE LAW.**

This Agreement will be governed by and construed in accordance with the Laws of Delaware, United States of America.

#### **ARTICLE 7.- INVALIDITY.**

If any provision or provisions of this Agreement shall to any extent be invalid or unenforceable, the remainder shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. The invalidity or unenforceability of a provision of this Agreement

shall not cause the invalidity of the whole Agreement. The parties will replace any provision found invalid or unenforceable by alternative valid regulations which should be as similar as possible in its conditions.

Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall constitute a waiver, limitation or amendment of any right or obligation of either party contained in this Assignment Agreement.

**ARTICLE 8. - BINDING EFFECT.**

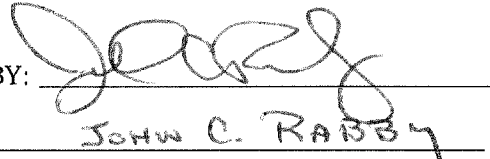
The present Agreement shall also be binding on any affiliate, subsidiary or successors of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on November 3, 2004.

E.I. DU PONT DE NEMOURS AND COMPANY

BY:   
\_\_\_\_\_  
(~~typed or printed name~~)  
Nicole Ruiz Artime  
Title: Senior Trademark Counsel

Makhteshim-Agan of North America Inc.

BY:   
\_\_\_\_\_  
JOHN C. RABBY  
(typed or printed name)  
Title: President & CEO

**SCHEDULE "A"**  
**LIST OF TRADEMARK FOR ASSIGNMENT AGREEMENT**

TRADEMARK	COUNTRY	REG. NO.	REG. DATE	CLASS
COTTON- PRO®	UNITED STATES OF AMERICA	1,410,111	Sept. 23, 1986	5

*Just  
JR*

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WITH MANA.doc

**ASSIGNMENT OF TRADEMARK**

WHEREAS, E.I. du Pont de Nemours and Company, a Delaware Corporation, having its principal place of business at 1007 Market Street, Wilmington, Delaware, 19898, United States of America, (hereinafter called "DUPONT") is the owner of the COTTON-PRO® Trademark listed on Schedule "A" of this Assignment;

WHEREAS, Makhteshim-Agan of North America Inc., a U.S. corporation having its principal place of business at 551 Fifth Avenue, Suite 1100, New York, NY 10176 ("MANA") desires to acquire all of DUPONT's rights, title and interest in and to the COTTON-PRO® Trademark listed on Schedule "A" of this Assignment and the goodwill symbolized by said.

NOW THEREFORE, for consideration set forth and other good and valuable consideration paid to DUPONT, the receipt and sufficiency of which is hereby acknowledged, DUPONT does hereby sell, assign and transfer unto MANA, its successors and assigns, all of DUPONT's right, title and interest in and to said Trademark, and the goodwill symbolized by said Trademark, the same to be held and enjoyed by MANA, its successors and assigns; and DUPONT hereby authorizes and requests the U.S. Commissioner of Patents and Trademarks of the U.S. Patent and Trademark Office in which the listed Trademark was filed for registration as set forth in Schedule A attached hereto, to record the Assignment to said Trademark and the goodwill symbolized by said Trademark to MANA, its successors and assigns, in accordance with the terms of this Assignment.

This Agreement is entered into with effective date as of the 1<sup>st</sup> day of January, 2004 by and between E.I. du Pont de Nemours and Company and MANA, in Wilmington, Delaware, United States of America.

E.I. DUPONT DE NEMOURS AND COMPANY

By [Signature]  
Name: \_\_\_\_\_  
Title: **Giselle Ruiz Arthur  
Senior Trademark Counsel**

SWORN to and subscribed  
before me this 3RD day of  
November, 2004.

[Signature]  
Notary Public

ELAINE M. SLATER  
Notary Public, State of Delaware  
New Castle County  
My Commission Expires March 18, 2005

Makhteshim-Agan of North America Inc.

By [Signature]  
Name: **JOHN C. RABBA**  
Title: **PRESIDENT & CEO**

SWORN to and subscribed  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2004

\_\_\_\_\_  
Notary Public

**SCHEDULE "A"**  
**LIST OF TRADEMARK FOR ASSIGNMENT AGREEMENT**

TRADEMARK	COUNTRY	REG. NO.	REG. DATE	CLASS
COTTON- PRO®	UNITED STATES OF AMERICA	1,410,111	Sept.23, 1986	5

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JR*

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