

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Monsanto Company		06/19/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Americot, Inc.		
Street Address:	4010-82nd Street Suite 250		
City:	Lubbock		
State/Country:	TEXAS		
Postal Code:	79423		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3204437	NEXGEN	
Registration Number:	3181680	NEXGEN	
Registration Number:	3178020	THE NEXT GENERATION OF COTTON	
CORRESPONDENCE DATA			
Fax Number:	(314)694-9009		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-694-3095		
Email:	caitlin.e.macagy@monsanto.com		
Correspondent Name:	Monsanto Company		
Address Line 1:	800 North Lindbergh Blvd. E2NA		
Address Line 4:	St. Louis, MISSOURI 63167		
NAME OF SUBMITTER:	Barbara Bunning-Stevens		
Signature:	/bbs/		
Date:	07/25/2007		

CH \$90.00 3204437

Total Attachments: 5

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ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is entered into as of June 19, 2007, by and between Monsanto Company, a Delaware corporation, located and doing business at 800 North Lindbergh Boulevard, Saint Louis, Missouri 63167 ("Assignor") and Americot, Inc., a Texas corporation having a place of business at 4010-82nd Street, Suite 250, Lubbock, Texas 79423 ("Assignee").

RECITALS

WHEREAS, Assignor operates an ongoing and existing business, owns, has adopted, uses, intends to use and is using the service marks and/or trademarks identified in Schedule A, attached hereto, and owns other transferable rights including, without limitation, the applications and registrations listed therein and the goodwill of the business associated therewith (collectively, the "Marks"), in the United States of America, and throughout the world;

~~**WHEREAS**, Assignee and Assignor are parties to that certain Asset Purchase Agreement dated as of April 2, 2007 by and between Assignee and Assignor (the "Purchase Agreement"), pursuant to which Assignor has agreed to contribute, bargain, sell, grant, convey, transfer and assign to Assignee or Assignee's designee and Assignee has agreed to purchase, or to cause its designated affiliate to purchase, from Assignor the Purchased Assets (as defined in the Purchase Agreement);~~

WHEREAS, contemporaneously with the execution of this Agreement, in accordance with the Purchase Agreement, Assignor is assigning to Assignee certain assets pursuant to that certain Bill of Sale dated June 19, 2007 (the "Bill of Sale") and that certain Assignment and Assumption Agreement dated June 19, 2007 (the "Assignment and Assumption Agreement", and collectively, with the Bill of Sale, the "Transfer Documents"), including all right, title, and interest, and all goodwill associated therewith, in and to the Marks, and all applications, registrations, and common law rights therein, as well as all other rights associated with the portion of ongoing and existing business to which the Marks pertain;

WHEREAS, those certain Transfer Documents contained confidential, proprietary, and/or trade secret information of Assignor and/or Assignee; and

WHEREAS, Assignor and Assignee wish to enter into this Agreement for the sole purpose of confirming and memorializing the terms of the Transfer Documents, which are not confidential, proprietary and/or trade secrets of either party, and making said terms of record in the office of any state trademark authority, the United States Patent & Trademark Office and the office of any applicable foreign trademark authority.

NOW THEREFORE, pursuant to the terms and conditions of the Purchase Agreement and for good and valuable consideration, including the provisions and covenants herein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment.** Assignor does hereby confirm that it has sold, assigned, and transferred, and does hereby further sell, assign, and transfer, to Assignee, its successors and assigns, all of its right, title, and interest, in the United States of America and all foreign countries, in, to and under said Marks, all applications and registrations therefor, together with any and all of the goodwill of the business symbolized by and associated with said Marks, all other rights associated with the portion of the ongoing and existing business to which the Marks pertain and all income, royalties, fees, damages, and payments due after the date hereof or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of the Marks.

2. **Miscellaneous.** Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its sole discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Marks, and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the Marks pertain and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks, or other rights associated with the portion of the business to which the Marks pertain.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.]

WHEREFORE, Assignor and Assignee have caused this Agreement to be duly executed below, on the date indicated, by their respective duly authorized officers.

Assignor:

MONSANTO COMPANY

By: [Signature]

Name: David F. Smiley

Title: Sr. V.P. Sec + Gen'l Counsel

Assignee:

AMERICOT, INC.

By: _____

Name: _____

Title: _____

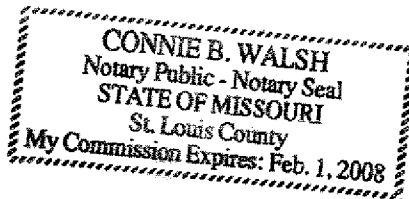
State of Missouri)
City of St. Louis) SS
County of St. Louis)

On this 19th day of June, 2007, before me, a Notary Public in and for the State of MISSOURI personally appeared David F. Smiley, to me known to be the Sr. V.P. of Monsanto Company and being duly sworn, averred that, being duly authorized, he executed the foregoing Agreement as the free act and deed of said corporation.

[Signature]

Notary Public

My Commission Expires:



WHEREFORE, Assignor and Assignee have caused this Agreement to be duly executed below, on the date indicated, by their respective duly authorized officers.

Assignor:

MONSANTO COMPANY

By: _____

Name:

Title:

Assignee:

AMERICOT, INC.

By: Terry Campbell

Name: Terry Campbell

Title: Authorized Person

State of)
) SS
County of)

On this ___ day of _____, 2007, before me, a Notary Public in and for the State of _____ personally appeared _____, to me known to be the _____ of Monsanto Company and being duly sworn, averred that, being duly authorized, he executed the foregoing Agreement as the free act and deed of said corporation.

Notary Public

My Commission Expires:

EXHIBIT A

Trademark Assets

The following Trademarks:

Country	Trademark	Status	AppNo	RegNo
United States of America	NEXGEN	Registered	78/475985	3204437
United States of America	NEXGEN (& Design)	Registered	78/501561	3181680
United States of America	THE NEXT GENERATION OF COTTON	Registered	78/492138	3178020

Exhibit to Trademark Assignment