

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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		06/26/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tessenderlo Kerley, Inc.		
<b>Street Address:</b>	2255 N. 44th Street, Suite 300		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85008		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1047503	LOROX	
Registration Number:	1385697	LINEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(602)916-5918		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	ip@fclaw.com, srosenfield@fclaw.com		
<b>Correspondent Name:</b>	Susan Stone Rosenfield		
<b>Address Line 1:</b>	3003 N. Central Avenue, Suite 2600		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85012		
<b>ATTORNEY DOCKET NUMBER:</b>	53078.724		
<b>NAME OF SUBMITTER:</b>	Susan Stone Rosenfield		
<b>Signature:</b>	/Susan Stone Rosenfield/ssb/		
<b>Date:</b>	09/06/2009		

CH \$65.00 1047503

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 26<sup>th</sup> day of June, 2009, by and between E. I. du Pont de Nemours and Company, a Delaware corporation ("Seller") and Tessenderlo Kerley, Inc., a Delaware corporation ("Buyer").

WHEREAS, Seller is the owner of the trademarks set forth on Schedule A hereto (the "Transferred Trademarks");

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase and Sale Agreement dated as of the date hereof (the "APSA") (capitalized terms used but not otherwise defined herein shall have the meaning set forth in the APSA), pursuant to which Seller sold to Buyer, and Buyer purchased from Seller, the Purchased Assets;

WHEREAS, in connection with the transactions contemplated by the APSA, Seller desires to assign to Buyer, and Buyer desires to accept from Seller, the Transferred Trademarks; and

WHEREAS, this Assignment is being executed and delivered by the parties pursuant to Section 5.2 of the APSA.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

### ARTICLE 1. TRADEMARK ASSIGNMENT

(a) Seller hereby assigns to Buyer, and Buyer hereby accepts from Seller, all of Seller's right, title and interest in and to the Transferred Trademarks; together with all rights and powers arising or accrued therefrom including, without limitation, all common law rights with respect thereto, all rights therein provided by international conventions and treaties, the right to sue for damages and other remedies in respect of future infringement thereof, and the goodwill attached to and/or symbolized thereby.

(b) Seller and its Affiliates shall take all actions and execute all documents reasonably requested by Buyer to record and perfect the interest of Buyer in and to the Transferred Trademarks. Such documents may include, but may 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 Buyer a list of the agents used by country and status of the current Transferred Trademarks (docket report). All out-of-pocket expenses associated with preparing and recording assignments, including all legalization and notarization costs, shall be borne by Buyer.

### ARTICLE 2. FILE TRANSFER

Within sixty (60) days of the date hereof, Seller will transfer physical possession of its files to the extent relating to the Transferred Trademarks to Buyer at a location reasonably requested by Buyer. After the date hereof, Seller and its Affiliates shall no longer be responsible for further

actions or payment of fees in respect thereof. Prior to the physical transfer of the files, Seller and its Affiliates will provide reasonable information and cooperation relating to the Transferred Trademarks in the manner reasonably requested by Buyer for the purposes of docketing maintenance fees, annuities, office actions, etc.

### **ARTICLE 3. USE OF TRANSFERRED TRADEMARKS**

As of the date hereof, except as permitted under the other Transaction Documents or as otherwise agreed by Buyer, Seller and its Affiliates will permanently cease all use of the Transferred Trademarks and Seller and its Affiliates shall not file new trademark applications for the Transferred Trademarks.

### **ARTICLE 4. DISPUTE RESOLUTION**

(a) Any dispute arising out of or relating to a party's performance or non-performance under this Assignment, or the interpretations, validity or effectiveness of this Assignment, and any other provision of this Assignment, shall be resolved in accordance with Section 7.3 of the APSA, the contents of which are incorporated herein by reference.

(b) This Assignment shall be governed by the substantive laws of the State of Delaware without regard to its conflicts of laws principles, and, except as otherwise provided herein, the State and Federal courts in the City of Wilmington, Delaware shall have exclusive jurisdiction over any proceeding seeking to enforce any provision of, or based upon any right arising out of, this Assignment. The parties hereto do hereby irrevocably (i) submit themselves to the personal jurisdiction of such courts, (ii) agree to service of such courts' process upon them with respect to any such proceeding, (iii) waive any objection to venue laid therein and (iv) consent to service of process by registered mail, return receipt requested. The parties acknowledge and agree that the foregoing choice of law and forum provisions are the product of an arms-length negotiation between the parties.

### **ARTICLE 5. MISCELLANEOUS**

(a) This Assignment supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the APSA and the other Transaction Documents) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

(b) If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(c) This Assignment may be executed in any number of counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

E. I. du Pont de Nemours and Company

Tessengerlo Kerley, Inc.

By (Signature)

*James W. Bearden*

By (Signature)

Name (Printed)

*James W. Bearden*

Name (Printed)

Title

*Business Development Director  
DuPont Crop Protection*

Title

By (Signature)

Name (Printed)

Title

921645

[Signature Page to Trademark Assignment Agreement]

TRADEMARK  
REEL: 004057 FRAME: 0449

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.


E. I. du Pont de Nemours and Company

By (Signature) \_\_\_\_\_

Name (Printed) \_\_\_\_\_

Title \_\_\_\_\_

Tessengerlo Kerley, Inc.

By (Signature) 

Name (Printed) David B. Cassidy

Title Group Vice President

By (Signature) \_\_\_\_\_

Name (Printed) \_\_\_\_\_

Title \_\_\_\_\_

921645

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

E. I. du Pont de Nemours and Company

Tessengerlo Kerley, Inc.

By (Signature) \_\_\_\_\_

By (Signature) \_\_\_\_\_

Name (Printed) \_\_\_\_\_

Name (Printed) \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

By (Signature) Jordan K. Burns

Name (Printed) JORDAN K. BURNS

Title CEO

921645

[Signature Page to Trademark Assignment Agreement]

TRADEMARK  
REEL: 004057 FRAME: 0451

**Attachment A**

**Transferred Trademarks**

**Registered Trademarks**

<b>Trademark</b>	<b>Country</b>	<b>Reg. Number</b>	<b>Reg. Date</b>	<b>Last Renewal Date</b>
<b>LOROX</b>				
	US	1047503	7-Sep-76	7-Sep-06
<b>LINEX</b>	US	1385697	11-Mar-86	11-Mar-06

**Common Law Trademarks**

