

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
E. I. du Pont de Nemours and Company		06/13/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Nufarm Americas Inc.
Street Address:	150 HARVESTER DR #200
City:	BURR RIDGE
State/Country:	ILLINOIS
Postal Code:	60527
Entity Type:	CORPORATION: ILLINOIS

Name:	Agripec Quimica E Farmaceutica S.A.
Street Address:	Avenida Parque Sul, 2138
Internal Address:	Distrito Industrial Pajucara
City:	Maracanau, Cera
State/Country:	BRAZIL
Entity Type:	CORPORATION: BRAZIL

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3277179	FIRSTPICK
Registration Number:	2112049	COTTONQUIK
Registration Number:	1972744	MEPEX

CORRESPONDENCE DATA

Fax Number: (913)647-9057
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 9136479050
 Email: tmdocketing.misemer@hoveywilliams.com

900198414

**TRADEMARK
 REEL: 004594 FRAME: 0377**

CH \$90.00 3277179

Correspondent Name: Dianne Smith-Misemer
Address Line 1: 10801 Mastin Blvd., Suite 1000
Address Line 4: Overland Park, KANSAS 66210

ATTORNEY DOCKET NUMBER: 5182.000

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Dianne Smith-Misemer

Signature: /DSM/

Date: 07/29/2011

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 13th day of June, 2008, by and between E. I. du Pont de Nemours and Company, a Delaware corporation ("Seller") and Nufarm Americas Inc., an Illinois corporation ("Nufarm US") and Agripec Química E Farmaceutica S.A., a Brazilian corporation ("Agripec" and together with Nufarm US, collectively, "Buyer").

WHEREAS, Seller is the owner of the trademarks set forth on Schedule A hereto (the "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 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 Trademarks and all goodwill associated with those 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 Trademarks and goodwill associated therewith; 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 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 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 and all other tangible evidence of goodwill relating to the 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 and goodwill assets, Seller and its Affiliates will provide full information and cooperation relating to the Trademarks in the manner requested by Buyer for the purposes of docketing maintenance fees, annuities, office actions and first date use information.

ARTICLE 3. USE OF TRANSFERRED TRADEMARKS

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

SELLER:

E. I. DU PONT DE NEMOURS AND
COMPANY

By: *James P. Beaulieu*
Name: *James P. Beaulieu*
Title: *Business Development Director*
DuPont Crop Protection

BUYER:

NUFARM AMERICAS INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

AGRIPEC QUIMICA E
FARMACEUTICA S.A.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

860463

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

SELLER:

E. I. DU PONT DE NEMOURS AND
COMPANY

By: _____
Name: _____
Title: _____

BUYER:

NUFARM AMERICAS INC.

By: _____
Name: John Melody
Title: President

By: _____
Name: Geoff Quick
Title: GM BUSINESS DEVELOPMENT

AGRIPEC QUIMICA E
FARMACEUTICA S.A.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

860463

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

SELLER:

E. I. DU PONT DE NEMOURS AND
COMPANY

By: _____
Name: _____
Title: _____


BUYER:

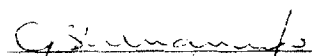
NUFARM AMERICAS INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

AGRIPEC QUIMICA E
FARMACEUTICA S.A.

By: 
Name: MARCOS SUAREZ
Title: PRESIDENT

By: 
Name: GILBERTO S. SALAMANCA
Title: BUYERS DEVELOPMENT DIRECTOR

860-65

Schedule A

Trademarks

Trademark	Country	Appl. No.	Appl. Dt.	Reg. No.	Req. No.	Status	Renewal
COTTONQUIK	ARGENTINA	2385351	09/AUG/2002	1929425	30/MAY/2003	REGISTERED	30/MAY/2013
	AUSTRALIA	A884144	30/JUL/2001	884144	08/MAR/2002	REGISTERED	30/JUL/2011
	BRAZIL	824911156	27/AUG/2002			FILED	
	EUROPEAN COMMUNITY (TM)	2328367	27/JUL/2001	0023283	08/JUL/2003	REGISTERED	31/JUL/2011
	UNITED STATES OF AMERICA	75/172016	25-Sep-96	2112049	11-Nov-97	REGISTERED	11-Nov-17
FIRSTPICK	UNITED STATES OF AMERICA	78/695229	18/AUG/2005	3277179	07/AUG/2007	REGISTERED	07/AUG/2017
	BRAZIL	826392164	04/AUG/2004			FILED	
MEPEX	UNITED STATES OF AMERICA	74/664134	20/APR/1995	1972744	07/MAY/1996	REGISTERED	07/MAY/2016

The unregistered trademark Gin Out™.