

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Engage Agro Corporation		02/10/2012	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	W. Neudorff GmbH KG		
Street Address:	Postfach 1209		
City:	Emmerthal		
State/Country:	GERMANY		
Postal Code:	31857		
Entity Type:	CORPORATION: GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4057547	IRON FIST	
CORRESPONDENCE DATA			
Fax Number:	(617)310-9550		
Phone:	6174392550		
Email:	ladams@nutter.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Lisa Adams		
Address Line 1:	155 Seaport Boulevard		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	22729-62		
DOMESTIC REPRESENTATIVE			
Name:	Lisa Adams		
Address Line 1:	155 Seaport Boulevard		
Address Line 2:	Nutter McClennen & Fish		

OP \$40.00 4057547

Address Line 4: Boston, MASSACHUSETTS 02210

NAME OF SUBMITTER:

Lisa Adams

Signature:

/Lisa Adams/

Date:

02/14/2012

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made as of FEB 10, 2011² by and between W. NEUDORFF GMBH KG, a German corporation ("Assignee"), and ENGAGE AGRO CORPORATION, [a Canadian corporation] ("Assignor").

This Assignment is made pursuant to that certain Trademark Agreement, dated as of March 18, 2011, by and between Assignee and Assignor (the "Trademark Agreement").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby act and agree as follows:

1. Assignor does hereby assign, convey, transfer and deliver to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the trademark, including all applications and registrations therefor, set forth on Schedule A attached hereto, together with the goodwill associated therewith throughout the world (the "Assigned Trademark"), free and clear of all liens, mortgages, options, charges, title defects, security interests, and similar encumbrances, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made, together with all causes of action (in law or equity), claims, demands, and any other rights for, or arising from any past, present or future infringement, of the Assigned Trademark, along with the right to sue for and collect any damages for the use and benefit of Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives.

2. Assignor represents, warrants, and covenants that it is the sole and exclusive owner of all right, title and interest in and to the Assigned Trademark, that the execution and delivery of this Assignment does not breach any agreement to which Assignor is a party, and that the Assignor has not entered into, and will not enter into, any oral or written agreement in conflict with this Assignment.

3. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office to issue, certify or assign as appropriate, the same to Buyer, its successors, assigns and legal representatives or nominees in accordance with the terms of this Assignment.


This Assignment may be executed in one or more counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic mail transmission of any signed original document or retransmission of any signed facsimile or electronic transmission will be deemed the same as delivery of an original. At the request of any party, the other parties will confirm facsimile or electronic transmission by signing a duplicate original document.

(Signature Page to Follow)


IN WITNESS WHEREOF, the undersigned have executed this Assignment under seal as of the date first set forth above.

ASSIGNOR:

ENGAGE AGRO CORPORATION

By: 
Name: SHANE SWARTZ
Title: MANAGER - LEGAL AND FINANCIAL AFFAIRS

ASSIGNEE:

W. NEUDORFF GMBH KG
By: 
Name: PETER LAUSTANSKI
Title: MARKETING MANAGER



SCHEDULE A

Trademarks

Serial/Registration Number

Iron Fist

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