

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
FruitGard, LLC		12/21/2012	LIMITED LIABILITY COMPANY: WASHINGTON

RECEIVING PARTY DATA

Name:	Pace International, LLC
Street Address:	1201 3rd Avenue, Suite 5450
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98101
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	85672720	RAINGARD
Registration Number:	3461116	RAYNOX PLUS
Registration Number:	2980985	RAYNOX
Registration Number:	3279894	RAINGARD

CORRESPONDENCE DATA

Fax Number:  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 847-968-4729  
 Email: teresa.tambolas@valent.com  
 Correspondent Name: Teresa D Tambolas  
 Address Line 1: 870 Technology Way  
 Address Line 4: Libertyville, ILLINOIS 60048

ATTORNEY DOCKET NUMBER:	FRUITGARD-PACE ASSIGNMENT
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CH \$115.00 85672720

NAME OF SUBMITTER:	Teresa D. Tambolas
Signature:	/TDT/
Date:	02/08/2013
Total Attachments: 4 source=20130208100247519#page1.tif source=20130208100247519#page2.tif source=20130208100247519#page3.tif source=20130208100247519#page4.tif	

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), effective as of December 21, 2012 (the "Effective Date"), is entered into by and between FruitGard, LLC, a Washington limited liability company ("Assignor"), and Pace International, LLC, a Washington limited liability company ("Assignee").

In consideration of the mutual covenants, terms and conditions set forth herein, Assignee's payment to Assignor of \$1.00 contemporaneously with the execution of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. The following terms will have the following specified meanings:

"FruitGard License Agreement" shall mean that certain Exclusive License Agreement between the Washington State University Research Foundation, a nonstock, nonprofit Washington corporation, and FruitGard, LLC, dated July 7, 2003, as amended September 23, 2004, December 14, 2007, and January 11, 2011.

"FruitGard Trademarks" shall mean the Trademarks and Trademark registrations set forth in Exhibit A hereto, together with all Trademark rights in and to the FRUITGARD mark.

"Trademarks" means words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification, including without limitation logos, trade names, trade dress, trademarks and service marks.

2. Assignment and Assumption. Assignor hereby irrevocably sells, grants, conveys, assigns and sets over to Assignee, its successors and assigns, without any reservation of rights, all of its right, title and interest in and to the FruitGard Trademarks in the world for all of the goods and/or services included in the relevant applications or registrations or in conjunction with which the FruitGard Trademarks are used, together with the goodwill of the business associated with and symbolized by the FruitGard Trademarks, and the right of the Assignee to bring actions, claim relief, and claim damages in respect of any infringement or other violation of rights with respect to any of the FruitGard Trademarks throughout the world, together with the goodwill of the business associated therewith, including any and all common law rights, applications, and registrations for the FruitGard Trademarks, and rights of every kind and nature therein (including, without limitation, the right to apply in any or all countries of the world for Trademark applications and registrations) (the "Trademark Assignment"). Assignor hereby sells, assigns, grants, conveys and transfers to Assignee all of Assignor's right, title, and interest in and to the FruitGard License Agreement, and Assignor's obligations thereunder (the "FruitGard License Agreement Assignment"). Assignee hereby accepts the Trademark Assignment and the FruitGard License Agreement Assignment.

3. Further Actions. The parties hereto agree to furnish upon request to each other such further information, execute and deliver to each other such other documents, and do all things legally permissible, required or reasonably deemed to be required, to consummate the

provisions of this Agreement. Without limiting the foregoing, Assignor agrees to execute and deliver at the request of Assignee, without demanding any further consideration, all papers, instruments, and assignments, and to perform other reasonable acts Assignee may request in order to vest all right, title, and interest in and to the FruitGard Trademarks over to Assignee, to record Assignee as the assignee and owner of record in the foregoing in the United States or as may be granted, issued, or registered in any corresponding jurisdiction outside of the United States, and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

4. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Illinois without regard to conflicts of laws principles that would require the application of any other law.

5. Assignments and Successors. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party, except that Assignee may assign any of its rights and delegate any of its obligations under this Agreement to any subsidiary or Affiliate of Assignee. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties.

6. Severability. Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement, and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

7. Amendment. Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated, except by a written instrument duly executed on behalf of each party by its duly authorized officer or employee.

8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

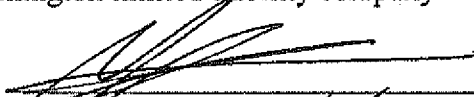
9. Descriptive Headings. The division of this Agreement into sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. Any reference in this Agreement to any "section" is to the corresponding section of this Agreement unless otherwise specified.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**ASSIGNOR:**

**FRUITGARD, LLC,**  
a Washington limited liability company

By:   
Name: George Robinson  
Title: Manager

**ASSIGNEE:**

**PACE INTERNATIONAL, LLC,**  
a Washington limited liability company

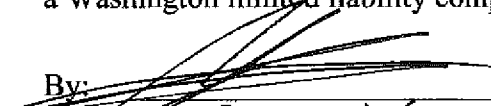
By:   
Name: George Robinson  
Title: President & CEO

Exhibit A

MARK	JURISDICTION	SERIALNO	REGNO	REGDATE	CLASS	EXPIRATION	COMMENTS
RAYNOX	NEW ZEALAND	783971	783971	12-Aug-08	1	08-Feb-18	REGISTERED
RAINGARD	UNITED STATES	78944364	3279894	14-Aug-07	1	14-Aug-17	REGISTERED
RAYNOX	UNITED STATES	78379559	2980985	02-Aug-05	1	02-Aug-15	REGISTERED
RAYNOX PLUS	UNITED STATES	77298822	3461116	08-Jul-08	1	08-Jul-18	REGISTERED
RAINGARD AND DESIGN	UNITED STATES	85672720			1		APPLICATION PENDING
FRUITGARD AND DESIGN	WASHINGTON STATE		31641	13-Jan-03		13-Jun-14	REGISTERED
RAYNOX	WASHINGTON STATE		31734	24-Jul-03		24-Jul-14	REGISTERED
RAIN GARD	WASHINGTON STATE		32367	06-Jul-04		06-Jul-14	REGISTERED

TRADEMARK