

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
YARA PHOSYN LIMITED		01/29/2014	PRIVATE LIMITED COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	YARA UK LIMITED		
Street Address:	Harvest House, Europarc		
City:	Grimsby, North East Lincolnshire		
State/Country:	UNITED KINGDOM		
Postal Code:	DN37 9TZ		
Entity Type:	PRIVATE LIMITED COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1314139	SUPER-K	
Registration Number:	3380305	TEPROSYN	
CORRESPONDENCE DATA			
Fax Number:	6036682970		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	603-668-6560		
Email:	mwalsh@gtp.com		
Correspondent Name:	Grossman, Tucker, Perreault PLLC		
Address Line 1:	55 South Commercial St.		
Address Line 4:	Manchester, NEW HAMPSHIRE 03101		
ATTORNEY DOCKET NUMBER:	DUMTM135/136US		
DOMESTIC REPRESENTATIVE			
Name:	Alex P. Garens		

OP \$65.00 1314139

Address Line 1: 55 South Commercial St.
Address Line 4: Manchester, NEW HAMPSHIRE 03101

NAME OF SUBMITTER:	Alex P. Garens
Signature:	/apg/
Date:	01/29/2014

Total Attachments: 4
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DEED OF ASSIGNMENT

THIS ASSIGNMENT is made this 29, day of January 2014 between

Yara Phosyn Limited, a United Kingdom company incorporated in England and Wales, registration number 01035807, of Manor Place, Wellington Road, The Industrial Estate, Pocklington, York, YO42 1DN, United Kingdom (hereinafter called the Assignor)

and

Yara UK Limited, a United Kingdom company incorporated in England and Wales, registration number 03818176, of Harvest House, Europarc, Grimsby, North East Lincolnshire, DN37 9TZ, United Kingdom (hereinafter called the Assignee).

WHEREAS the Assignor is the proprietor of The Trade Marks listed in the attached Schedule (hereinafter called the Trade Marks).

AND WHEREAS by an agreement dated 31 December 2008 (hereinafter called the Sale Agreement) the Assignor and the Assignee agreed, inter alia, that the Assignor would assign to the Assignee all of its right, title and interest in and to the Trade Marks.

NOW THIS ASSIGNMENT WITNESSETH AS FOLLOWS:

1. In consideration of the premises and of the sum of £1 (one pound sterling) paid to the Assignor by the Assignee, the receipt whereof is hereby acknowledged, the Assignor hereby assigns to the Assignee with full title guarantee:
 - a. all of their right, title and interest in and to the Trade Marks for the Assignee to hold in its sole name, together with all the goodwill of the business relating to the goods or services in respect of which the Trade Marks are used/together with all the goodwill associated with, attaching to and symbolised by the Trade Marks.
 - b. the benefits and obligations of any and all consents and undertakings from and agreements with third parties relating to the Trade Marks in the respective countries
 - c. to the extent that such rights exists and are not already assigned hereby, all of their right, title and interest in and to the Trade Marks at common law by virtue of their use thereof; and
 - d. to the extent that such rights exist and are not already assigned hereby, all of their right to file applications corresponding to the Trade Marks and to claim priority from such applications
 - e. all causes of action which may have accrued to the Assignor anywhere in the world in relation to any infringement of any of the rights hereby assigned

TO HOLD the same unto and to the use of the Assignee, its successors and assigns absolutely.

2. The Assignor warrants and represents that this Assignment is the first and only transaction, instrument or act of any kind entered into or effected by the Assignor in disposition of the Trade Marks and all other rights hereby assigned.

3. The Assignor hereby undertakes that they shall at the request and the sole cost of the Assignee:

- a. execute all such documents, deeds or other things as may reasonably be required to vest the Trade Marks and all the rights assigned hereunder in the sole name of the Assignee and to record this assignment before the relevant authorities; and
- b. make available all relevant records held by or under the control of the Assignor relating to the Trade Marks, including any use thereof, to assist the Assignee in the enforcement thereof.

4. The Assignor hereby confirms that they have with effect from the date of this Deed of Assignment ceased all use of the Trade Marks in the respective countries and hereby undertakes that they shall not use the Trade Marks in the respective countries in any way in their business and that they shall not do anything which might prejudice the enforceability of the Trade Marks in the name of the Assignee.

5. This assignment shall be construed in accordance with and be governed by English law and the English courts shall have jurisdiction over any disputes thereunder.

6. Unless expressly provided in this Agreement, no term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

IN WITNESS of which this Assignment has been executed as a Deed under English Law and delivered the day and year first before written:

SIGNED AS A DEED by

..........

Director

.....*LANN-000018*.....*LYCETT*.....

(print name)

For and on behalf of Yara Phosyn Limited

In the presence of:

Name : JAYNE BEEHAM
Address: 36a RECTORY LANE
PRESTON
HU12 8SE
Occupation: M.I. Manager

The rights assigned hereunder are hereby accepted

SIGNED AS A DEED by



Director

LYNN-MARE WYATT

(print name)

For and on behalf of Yara UK Limited

In the presence of:

Name : JAYNE BEEHAM
Address: 36a RECTORY LANE
PRESTON
HU12 8SE
Occupation: M.I. Manager



Mark	Classes	Proprietor	Status	Country	Application No.	Application Date	Registration No.	Registration Date	Renewal Date	Goods/Services
SUPER-K	I	Yara Phosyn Limited	Granted	United States	73425196	Monday, May 09, 1983	1314139	Tuesday, January 15, 1985	15-Jan-15	Class 1: Foliar spray for use on trees, vines, field and vegetable crops.
TEPROSYN	I	Yara Phosyn Limited	Granted	United States	77071283	Tuesday, December 26, 2006	3380305	Tuesday, February 12, 2008	12-Feb-18	Class: 1 Chemical products for use in manufacturing preparations for fortifying plants, trees, and crops.