

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333500

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PURESENSE (ASSIGNMENT FOR THE BENEFIT OF CREDITORS), LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN ITS SOLE AND LIMITED CAPACITY AS ASSIGNEE FOR THE BENEFIT OF CREDITORS OF PURESENSE ENVIRONMENTAL, INC.		02/11/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JAIN AGRICULTURE SERVICES, LLC		
Street Address:	2851 E. Florence Avenue		
City:	Fresno		
State/Country:	CALIFORNIA		
Postal Code:	93721		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85101406	GUESS LESS GROW MORE	
CORRESPONDENCE DATA			
Fax Number:	6142243246		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	614-462-1093		
Email:	ipdocketcolumbus@icemiller.com		
Correspondent Name:	Ice Miller LLP		
Address Line 1:	250 West Street, Suite 700		
Address Line 4:	Columbus, OHIO 43215-7509		
ATTORNEY DOCKET NUMBER:	59520.0011		
NAME OF SUBMITTER:	Barbara Bacon		
SIGNATURE:	/Barbara Bacon/		

CH \$40.00 85101406

DATE SIGNED:	02/27/2015
---------------------	------------

Total Attachments: 6

source=COLUMBUS-#4820884-v1-Trademark_Assignment_Agreement_Executed#page1.tif

source=COLUMBUS-#4820884-v1-Trademark_Assignment_Agreement_Executed#page2.tif

source=COLUMBUS-#4820884-v1-Trademark_Assignment_Agreement_Executed#page3.tif

source=COLUMBUS-#4820884-v1-Trademark_Assignment_Agreement_Executed#page4.tif

source=COLUMBUS-#4820884-v1-Trademark_Assignment_Agreement_Executed#page5.tif

source=COLUMBUS-#4820884-v1-Trademark_Assignment_Agreement_Executed#page6.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is made as of February 11, 2015 (the "Effective Date"), by and between Puresense (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of PureSense Environmental, Inc. (the "Seller"), and Jain Agriculture Services, LLC, a California limited liability company (the "Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement, dated as of February 11, 2015, by and between Seller and Buyer (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. Pursuant to, and upon the terms of, the Asset Purchase Agreement, Seller has agreed to sell, convey, assign and transfer to Buyer, and Buyer has agreed to accept, all right, title and interest of Seller in and to any and all trademark rights and copyrights throughout the world, including any and all applications, registrations, and common law marks, together with the goodwill of the business associated with and symbolized by same, held by Seller, including those set forth in **Schedule A** hereto, together with all common law rights therein and the right of Seller to sue for past infringement of any and all of said trademarks (hereafter collectively referred to as "Marks"), as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made.

2. Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of all of Seller's right, title and interest in, to and under such Marks.

3. Seller, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, transfer and assign to Buyer, and Buyer hereby accepts the sale, conveyance, transfer and assignment of all right, title and interest of Seller in, to and under the Marks.

4. Notwithstanding anything to the contrary herein, Seller and Buyer are executing and delivering this Assignment in accordance with the Asset Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Asset Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Seller or Buyer thereunder.

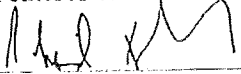
5. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

6. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

7. This Assignment shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the the Effective Date.

Puresense (assignment for the benefit of creditors), LLC,
in its sole and limited capacity as the assignee for the
benefit of creditors of PureSense Environmental, Inc.

By: 

Name: MICHAEL A. MASON

Title: mgr.

Jain Agricultural Services, LLC

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

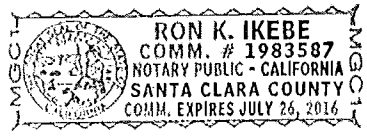
State of California
County of SANTA CLARA

On 02-11-2015 before me, RON K Ikebe Notary Public
(insert name and title of the officer)

personally appeared Michael Maily
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Ron K Ikebe (Seal)

7. This Assignment shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the the Effective Date.

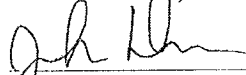
Puresense (assignment for the benefit of creditors), LLC,
in its sole and limited capacity as the assignee for the
benefit of creditors of PureSense Environmental, Inc.

By: _____

Name: _____

Title: _____

Jain Agricultural Services, LLC

By:  _____

Name: John Donovan

Title: chief financial officer

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

s.s.

On Feb. 10, 2015 before me, Amy M Brown Notary Public

(Name of Notary Public - Title)

personally appeared John Donovan

(Name of Signer - 1)

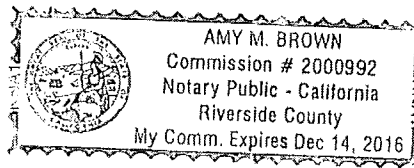
(Name of Signer - 2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Amy M Brown
Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Intellectual Property Assignment containing N/A pages, and dated 2-10-15.

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-fact
 Corporate Officer(s) _____
Titles: _____

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
(Name(s) of Person(s) Entity or Other to Which Relates)

Method of Signer Identification
Proved to me on the basis of satisfactory evidence: <input checked="" type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on: Page # _____ Entry # _____
Notary contact: _____
Other: <input type="checkbox"/> Additional Signer <input type="checkbox"/> Signer(s) Thumbprints(s) <input type="checkbox"/> _____

Schedule A

Trademarks

1. PureSense

2. Guess Less Grow More (85/101,406; 8/05/2010)