

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338482

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FREDERIC C YATES		10/29/2014	INDIVIDUAL: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Florensis B.V.		
Street Address:	Langeweg 79		
City:	3342 LD Hendrik-Ido-Ambacht		
State/Country:	NETHERLANDS		
Entity Type:	COMPANY: NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3269352	MILLION KISSES	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	williamjseiter@seiterlegalstudio.com		
Correspondent Name:	William J. Seiter		
Address Line 1:	2500 Broadway, Bldg F, Suite F-125		
Address Line 4:	Santa Monica, CALIFORNIA 90404		
DOMESTIC REPRESENTATIVE			
Name:	William J. Seiter		
Address Line 1:	2500 Broadway, Bldg F, Suite F-125		
Address Line 4:	Santa Monica, CALIFORNIA 90404		
NAME OF SUBMITTER:	William J. Seiter		
SIGNATURE:	/wjs/		
DATE SIGNED:	04/17/2015		
Total Attachments: 5			
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ASSETS PURCHASE AGREEMENT

FLORENSIS – A.T. YATES & SON

December 2014

RWD

TRADEMARK
REEL: 005499 FRAME: 0179

The undersigned,

- 1 **A.T. Yates & Son**, Poplars Nursery, a partnership established under the laws of England, having its registered offices and its place of business at Holmes Chapel Road, Somerford Congleton Cheshire CW12 4SP;
- 2 **Frederic Charles YATES**, residing at: Holmes Chapel Road, Somerford Congleton Cheshire CW12 4SP, partner in 'A.T. Yates and Son', hereinafter referred to as 'Fred Yates';
- 3 **Kathleen Mary YATES**, residing at: Holmes Chapel Road, Somerford Congleton Cheshire CW12 4SP, partner in 'A.T. Yates and Son', hereinafter referred to as 'Kathleen Yates';
- 4 **Caroline Mary Booth**, residing at: 16 Guernsey Close, Congleton Cheshire CW12 3TL, in person, hereinafter referred to 'Caroline Booth';
- 5 **Claire Elizabeth Brown**, residing at: 42 Park Lane, Congleton Cheshire CW12 3DG, in person, hereinafter referred to as 'Claire Brown';

jointly hereinafter to be referred to as the "**Vendors**"

- 6 **Genesis Plant Marketing Ltd.**, a company incorporated under the laws of England, having its registered offices and its place of business at Langford Hall Barn, Witham Road, Langford, Maldon, Essex CM9 4ST, UK Regd Company No. 06012168, co-signer to this agreement in its role as exclusive royalty agent for ATYS in relation to the Assets, hereinafter to be referred to as "Genesis";

and

- 7 **Florensis B.V.**, a company incorporated under the laws of the Netherlands, having its registered offices at Zwijndrecht, the Netherlands, and its place of business at (3342 LD) Hendrik-Ido-Ambacht, Langeweg 79, the Netherlands, hereinafter to be referred to as "**Florensis**"

Parties 1 until and including 3 jointly referred to as 'ATYS'.

Parties 1 until and including 5 jointly referred to as 'Vendors'

the Vendors and Florensis collectively hereinafter to be referred to as the "**Parties**"

RECITALS

- A The Vendors operate a business with regard to (among other things) Begonia genetics, including germplasm/genepool (seed), seedlings, candidate plants, pre-commercial and commercial varieties.
- B Florensis wishes to purchase the assets constituting this business from the Vendors, and the Vendors wish to sell and transfer these assets to Florensis for the consideration as recorded in this Agreement (as defined below).
- c The Parties wish to record in this Agreement the terms and conditions regarding the sale, purchase and transfer of the business.

DECLARE TO HAVE AGREED AS FOLLOWS

ARTICLE 1 RECITALS AND INTERPRETATION

- 1.1 The foregoing recitals, together with the schedules and annexes hereto are an integral and essential part of this Agreement.
- 1.2 Solely Dutch legal concepts are described with the words used in this Agreement, unless otherwise specified.
- 1.3 "Assets" are defined as
 - i the assets specified in **Schedule 1** ("Begonia Seed").
 - ii all intangible assets specified in **Schedule 2** ("IP List").
 - iii the complete documentation and know-how related to (possible) breeding rights related to any Begonia varieties the Vendors have been working on.
 - iv all further intangible assets related to the Begonia varieties, including patents, breeding rights and trademarks as well as all registered copyright (including copyright in computer software and databases), breeding rights claims either or not in progress, trade or business names, database rights, rights to models and designs, logos, domain name rights and know-how owned by the Vendors or affiliated companies.
- 1.4 "Completion Date" is defined as the day, to be agreed upon by the Parties, that lies within the period of time within five days after the due diligence with regard to the condition of the breeding material has been satisfactorily completed.
- 1.5 "Breach" is defined as any fact or circumstance which causes a warranty or representation, individually or together with other warranties and representations, not to be true or accurate at the time of Completion.



ARTICLE 25 FINAL PROVISIONS


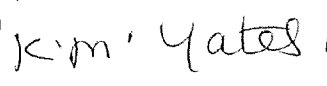


25.1 No agreement or understanding which amends or broadens the provision of this Agreement shall be binding on the Parties, unless it is effected in writing, refers expressly to this Agreement and is executed by the Parties or by its respective duly authorised representatives.

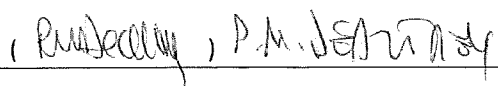
ARTICLE 26 GOVERNING LAW AND DISPUTE RESOLUTION

26.1 This Agreement and the agreements concluded in the performance of or in connection with this Agreement are governed by and will be interpreted in accordance with Dutch law and the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

26.2 All disputes related to this Agreement or the agreements concluded in the performance of or in connection with this Agreement shall be finally settled by the competent court in Rotterdam, the Netherlands.

Florensis	
	
H. Hamer on behalf of H. Hamer Beheer B.V., on behalf of Florensis Holding B.V., on behalf of Florensis B.V.	W.A. Hamer on behalf of W.A. Hamer Beheer B.V. on behalf of Florensis Holding B.V., on behalf of Florensis B.V.

The Vendors	
Frederic Charles Yates on behalf of A.T. Yates & Son	Frederic Charles Yates
	
Kathleen Mary Yates	
	
Caroline Mary Booth	Claire Elizabeth Brown

Genesis Plant Marketing Ltd (co-signer)




Selling Name	Marketing Group	Legal Denomination	EU-PBR		US Patent	
			Grant No/Status	Grant Date	Grant No/Status	Grant Date
FONTANA	None	YANTANA	Application 28/03/14- File 2014882		Applied for 06/11/2013 Ref 13/998,506	
GLOWING EMBERS	None	BROTHGLOW	33010	18-6-2012	PP23447	5-3-2013
HONEYMOON Million Kisses®	Million Kisses®	YAMCOON	36776 - possibly not renew?	27-1-2014	PP23371	29-1-2013
PASSION	Million Kisses®	YABOS	21240	Surrendered 18/10/11	PP20093	9-6-2009
ROMANCE Million Kisses®	Million Kisses®	YAMANCE	23721 - not to be renewed 01/11/2014	8-12-2008	PP19777	24-2-2009
Sparkler™ ROSE	Sparkler™	YASPROS	Not to be applied for?		Not to be applied for?	
Sparkler™ ROSE PINK Improved	Sparkler™	YASPRINK	34058	21-1-2013	PP23268	18-12-2012
Sparkler™ SALMON	Sparkler™	YASPMON	Rejected	4-4-2010	PP20846	16-3-2010
Sparkler™ SCARLET/RED	Sparkler™	YASPED	32106	10-4-2012	PP22412	27-12-2011
SHERBERT BON BON	Bon Bon™	YABON	32992	18-6-2012	PP22802	19-6-2012
TROPICAL DESIRE	None	YABTROP	Not applied for	N/A	Not applied for	N/A
TRUFFLE™ CREAM syn. INDULGENCE	Truffle™	YADULGE	to consider applying 2014/15		to consider applying 2014/15	
TRUFFLE™ PEACH	Truffle™	T.B.A. - Breeder Ref 1366	to consider applying 2015		to consider applying 2015	
Sparkler™ WHITE BLUSH	Sparkler™	YASPWIT	34063	21-1-2013	PP23281	25-12-2012
Sparkler™ YELLOW	Sparkler™	YASPYELL	Under application- File 20140883	28-3-2014		

	US Trademark		EU Trademark	
	Reg Details	Reg Date	Reg Details	Reg Date
MILLION KISSES ®	US Reg 3269352 Class 31	2-4-2013	4585741 Class 31	10-09-2005

FCY # MB
KITY TRADEMARK
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