

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM339368

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jerry V. Mayeux		03/11/2015	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Miller Chemical & Fertilizer, LLC		
<b>Street Address:</b>	120 Radio Road		
<b>City:</b>	Hanover		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	17331		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1120320	ARISE	
<b>Registration Number:</b>	1120319	BURST	
<b>Registration Number:</b>	4012619	C.A.L.F.A.	
<b>Registration Number:</b>	1279390	CYTOGEN	
<b>Registration Number:</b>	4031271	CYTOKIN	
<b>Registration Number:</b>	2216375	CYTOPLEX	
<b>Registration Number:</b>	2216380	HMS	
<b>Registration Number:</b>	3461321	YIELD BOOSTER	
<b>Registration Number:</b>	1468670	YIELD BOOSTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2155405818		
<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>			
<b>Phone:</b>	215-540-9200		
<b>Email:</b>	docketing@howsoniplaw.com		
<b>Correspondent Name:</b>	Stanley B. Kita		
<b>Address Line 1:</b>	350 Sentry Parkway		
<b>Address Line 2:</b>	Building 620, Suite 210		
<b>Address Line 4:</b>	Blue Bell, PENNSYLVANIA 19422		
<b>ATTORNEY DOCKET NUMBER:</b>	PBI/MAY/ALIM-ASSIGNMENTS		

CH \$240.00 1120320

<b>NAME OF SUBMITTER:</b>	Bea houwen
<b>SIGNATURE:</b>	/Bea Houwen/
<b>DATE SIGNED:</b>	04/27/2015
<b>Total Attachments: 4</b> source=Assignment_US_JVM_ALIM#page1.tif source=Assignment_US_JVM_ALIM#page2.tif source=Assignment_US_JVM_ALIM#page3.tif source=Assignment_US_JVM_ALIM#page4.tif	

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of March 11, 2015 ("Effective Date") by and between **Jerry V. Mayeux**, an individual, with an address at 122 Heritage Rd. NE, Deming, New Mexico 88030 ("Assignor"), and **Miller Chemical & Fertilizer, LLC**, a Delaware limited liability company, with a place of business at 120 Radio Road, Hanover, Pennsylvania 17331 ("Assignee").

**WHEREAS**, Assignor, Assignee, Sally Mayeux and P.B.T., Inc., are parties to that certain Asset Purchase Agreement, dated as of March 11, 2015 (the "Agreement"); and

**WHEREAS**, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the trademark registrations and applications set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

**NOW, THEREFORE**, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including,

without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

\* \* \* \* \*

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

JERRY V. MAYEUX

Jerry V. Mayeux

MILLER CHEMICAL & FERTILIZER,  
LLC

Charles H. Svec

Name: Charles H. Svec

Title: President

**SCHEDULE A**

	<b>MARK</b>	<b>COUNTRY</b>	<b>REG. NO.</b>	<b>OWNER OF RECORD</b>
1.	ARISE	U.S.	1120320	Jerry V. Mayeux
2.	BURST	U.S.	1120319	Jerry V. Mayeux
3.	C.A.L.F.A.	U.S.	4012619	Jerry V. Mayeux
4.	CYTOGEN	U.S.	1279390	Jerry V. Mayeux
5.	CYTOKIN	U.S.	4031271	Jerry V. Mayeux
6.	CYTOPLEX	U.S.	2216375	Jerry V. Mayeux
7.	HMS	U.S.	2216380	Jerry V. Mayeux
8.	YIELD BOOSTER	U.S.	3461321	Jerry V. Mayeux
9.	YIELD BOOSTER	U.S.	1468670	Jerry V. Mayeux