

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM363530

<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>
GrainBridge, LLC		11/06/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ADM Crop Risk Services, Inc.		
<b>Street Address:</b>	4666 Faries Parkway		
<b>City:</b>	Decatur		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	62526		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3740782	GRAINBRIDGE	
<b>Registration Number:</b>	3753746		
<b>Serial Number:</b>	86731498	GRAINBRIDGE	
<b>Serial Number:</b>	86740387		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>	3123219020		
<b>Email:</b>	docket@innislaw.com		
<b>Correspondent Name:</b>	Mary E. Innis		
<b>Address Line 1:</b>	321 North Clark Street, Suite 2465		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	806664-806667		
<b>NAME OF SUBMITTER:</b>	Mary E. Innis		
<b>SIGNATURE:</b>	/Mary E. Innis/		
<b>DATE SIGNED:</b>	11/24/2015		
<b>Total Attachments: 8</b>			
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OP \$115.00 3740782

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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "IP Assignment") is entered into as of November 6, 2015, by and between GrainBridge, LLC, a Delaware limited liability company ("Assignor"), and ADM Crop Risk Services, Inc., an Illinois corporation ("Assignee"). Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as hereinafter defined).

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement on November 6, 2015 (the "Purchase Agreement"), which provides, among other things, for the sale and assignment by Assignor to Assignee of the Acquired IP, and, as a condition to the Closing, Assignor has agreed to execute and deliver this IP Assignment.

NOW, THEREFORE, in consideration of the mutual promises contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, and subject to the terms and conditions of the Purchase Agreement:

1. Assignment. Assignor does hereby sell, convey, assign, transfer and deliver to Assignee free and clear of all encumbrances or adverse claims of any kind, character or nature whatsoever, all right, title and interest in, to and under the following:

(a) each domain name set forth on Schedule 1 hereto, together with the registrations thereof and all rights associated therewith (the "Domain Names");

(b) all common law and statutory rights in (i) each trademark, service mark, trade dress, trade name and other indicator of source set forth on Schedule 2 hereto or otherwise used by Assignor primarily in connection with the Business or Assets, including the goodwill associated therewith (the "Marks") and (ii) all of the Acquired IP; and

(c) all income, royalties, damages and payments due or payable on or after the Closing (including damages and payments for past, present or future infringements, misappropriations or other violations thereof) and the right to institute or maintain any claim, suit, action or proceeding to protect the same and recover damages for any infringements, misappropriations or other violations thereof, and any corresponding, equivalent or counterpart rights, title or interest that now exist or may be secured hereafter anywhere in the world.

2. Assignability. This IP Assignment shall inure to the benefit of and be binding upon the parties and their respective permitted successors and assigns in accordance with Section 8.14 of the Purchase Agreement.

3. Terms of the Purchase Agreement; Conflict. Nothing in this IP Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms, representations and warranties or covenants contained in the Purchase Agreement, each of which are incorporated by reference into this IP Assignment. To the extent that any provision of this IP Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.

4. Governing Law. This Agreement shall be enforced in accordance with and governed by the laws of the State of Delaware without regard to principles of conflicts of law.

5. Counterparts. This IP Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Signatures transmitted by facsimile or electronic mail shall be deemed originals for purposes of this IP Assignment.

6. Further Actions. At the request of Assignee, Assignor shall execute and deliver to Assignee, or cause to be executed and delivered on behalf of Assignor to Assignee, all further materials, documents and instruments of conveyance, transfer or assignment to effect, record or verify the transfer to, and vesting in Assignee of, all right, title and interest in and to the Domain Names, Marks and Acquired IP, free and clear of all encumbrances or adverse claims of any kind, character or nature whatsoever, in accordance with the terms of the Purchase Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor has caused its authorized representative to execute this IP Assignment as of the day and year first above written.

GRAINBRIDGE, LLC

By: *Mark Frank*  
Mark Frank, President

ACKNOWLEDGEMENT

State of Nebraska )  
County of Lancaster ) ss.

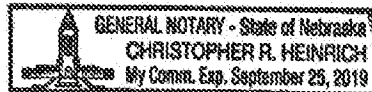
Subscribed and sworn to before me this 4<sup>th</sup> day of November, 2015.

*Christopher R. Heinrich*  
Notary Public

Typed Name: Christopher R. Heinrich

My Commission Expires:

9-25-19

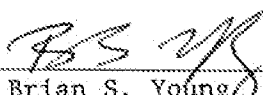


[Assignor Signature Page to IP Assignment]

TRADEMARK  
REEL: 005675 FRAME: 0362

ACKNOWLEDGED BY:

ADM CROP RISK SERVICES, INC.

By:  Approved  
Name: Brian S. Young  
Title: President

[Assignee Signature Page to IP Assignment]

**TRADEMARK**  
**REEL: 005675 FRAME: 0363**

**EXHIBIT E**

**Form of IP Assignment**

[See attached]

**SCHEDULE 1**

**Domain Names**

grainbridge.com\*

\*Registrar is GoDaddy.com, LLC

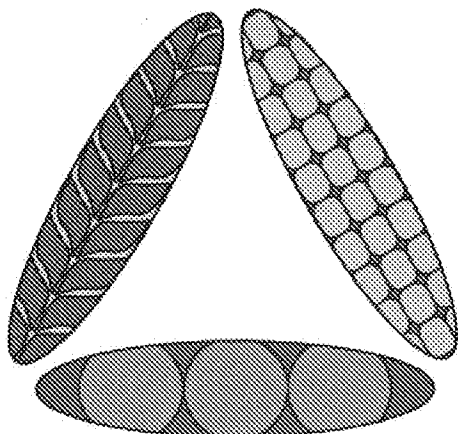


## SCHEDULE 2

### Registered IP

#### I. Service Marks Issued

- A. GrainBridge; Registration No. 3,740,782; Registration Date: January 19, 2010; Date of First Use: September 2, 2008; Class 035 for operating on-line markeplaces featuring agricultural commodities; providing a web site at which users can offer goods for sale and buy goods offered by others; providing information about the trading of agricultural commodities, as maintained by the following document:
1. Declaration of Use, filed with the USPTO on July 27, 2015 and accepted by the USPTO on August 25, 2015; and
- B. GrainBridge Logo (See Below); Registration No. 3,753,746; Registration Date: March 2, 2010; Date of First Use: September 2, 2008; Class 035 for operating on-line markeplaces featuring agricultural commodities; providing a web site at which users can offer goods for sale and buy goods offered by others; providing information about the trading of agricultural commodities, as maintained by the following document:
1. Declaration of Use, filed with the USPTO on July 27, 2015 and accepted by the USPTO on August 25, 2015.



#### II. Service Marks In Process

- A. GrainBridge; Serial No. 86731498; Date of First Use: September 2, 2008; International Class 042: Software as a service (SAAS) services featuring software for web-based farm and ranch financial management service that enables the user to perform various financial record keeping and analyses with respect to a farm or ranch operation, including but not limited to (i) tracking income and expenses, cash sales, brokerage sales, futures and options; (ii) calculating expected profits; and (iii) creating reports such as financial statements and balance sheets; Filed on August 20, 2015; and
- B. GrainBridge Logo (See Below); Serial No. 86740387; Date of First Use: September 2, 2008; International Class 042: Software as a service (SAAS) services featuring software

for web-based farm and ranch financial management service that enables the user to perform various financial record keeping and analyses with respect to a farm or ranch operation, including but not limited to (i) tracking income and expenses, cash sales, brokerage sales, futures and options; (ii) calculating expected profits; and (iii) creating reports such as financial statements and balance sheets; Filed on August 28, 2015.

