

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM387289

<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>
Green Tillage, LLC		06/09/2016	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LaCrosse Forage and Turf Seed, LLC		
<b>Street Address:</b>	2541 Commerce Street		
<b>City:</b>	LaCrosse		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	54603		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4101272	COVER CROP SOLUTIONS SOIL IS MEANT TO BE	
<b>Registration Number:</b>	3942380	COVER CROP SOLUTIONS	
<b>Registration Number:</b>	4485163	SOIL IS MEANT TO BE COVERED	
<b>Registration Number:</b>	3759860	TILLAGE RADISH	
<b>Registration Number:</b>	4120499	TILLAGE RADISH AND THE ORIGINAL AND ONLY	
<b>Registration Number:</b>	4544074	TILLAGE ROOTMAX	
<b>Registration Number:</b>	4545403	TILLAGE SUNN	
<b>Registration Number:</b>	4631818	TILLAGEMAX CHARLOTTE	
<b>Registration Number:</b>	4449849	TILLAGEMAX DAYTONA	
<b>Registration Number:</b>	4631819	TILLAGEMAX DOVER	
<b>Registration Number:</b>	4556791	TILLAGEMAX HOMESTEAD	
<b>Registration Number:</b>	4326701	TILLAGEMAX INDY	
<b>Registration Number:</b>	4631814	TILLAGEMAX TALLADEGA	
<b>Serial Number:</b>	86014714	TROPHY CLOVER	
<b>Serial Number:</b>	86014701	TROPHY RADISH	
<b>Serial Number:</b>	86615552	TILLAGE SUNN	
<b>Serial Number:</b>	86615560	COVER CROP SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

**Fax Number:** 3122363241

***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.***

**Phone:** 3128991663

**Email:** jgracz@gouldratner.com

**Correspondent Name:** Julie A. Gracz

**Address Line 1:** 222 N. LaSalle Street

**Address Line 2:** Suite 800

**Address Line 4:** Chicago, ILLINOIS 60601

<b>NAME OF SUBMITTER:</b>	Julie A. Gracz
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<b>SIGNATURE:</b>	/Julie A. Gracz/
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<b>DATE SIGNED:</b>	06/09/2016
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**Total Attachments: 12**

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Assignment of Intellectual Property

**WHEREAS**, Green Tillage, LLC, a Pennsylvania limited liability company with an address of 679 Hilldale Road, Holtwood, PA 17532 (“**Assignor**”) owns the entire right and interest in and to the U.S. Trademark Applications and Registrations set forth in the attached Schedules 1, 2 and 3 (the “**Trademarks**”) and the goodwill associated therewith and any and all tradenames, trade dress and copyrights, whether or not registered, which are owned by Seller and used in the operation of the business of Cover Crop Solutions, LLC (“**CCS**”)(collectively, the “**Intellectual Property**”); and

**WHEREAS**, Northwest Bank (the “**Bank**”) hereby consents to this assignment only as to the Intellectual Property; and

**WHEREAS**, La Crosse Forage and Turf Seed, LLC, a limited liability company organized under the laws of Delaware, with an address of 2541 Commerce Street, La Crosse, WI 54603 (“**Assignee**”), wishes to acquire from Assignor, and the Assignor wishes to assign to Assignee, its entire rights and interests in and to the Intellectual Property, including all of the goodwill of the business in connection with which the Intellectual Property is used and symbolized by the Intellectual Property;

**NOW, THEREFORE**, for the sum of one dollar (\$1.00) and such other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor assigns, transfers and sets over unto Assignee, its successors and assigns, effective as of 6/9, 2016 (the “**Assignment Effective Date**”), the entire right, title and interest in and to the Intellectual Property, the goodwill of the business in connection with which the Intellectual Property is used and symbolized by the Intellectual Property and any renewals thereof, any and all federal and state applications and registrations of the Intellectual Property or variations thereof and any renewals thereof, and all common law rights associated with the Intellectual Property, and the right to sue or recover for any and all past, present, and future infringement or dilution of the Intellectual Property; all income, royalties, damages, and other payments hereafter due and payable with respect to the Intellectual Property, and all other rights, whether statutory or common law, corresponding thereto and all other rights of any kind whatsoever accruing thereunder including, without limitation, declaratory and injunctive relief, to have and to hold the same as fully and completely as the same might have been held by the Assignor had this assignment not been made. Notwithstanding the foregoing, (1) as to monetary damages (a) any right of Assignee to recover for any and all infringement or dilution of the Intellectual Property hereunder from Assignor (excluding any right to recover from any real, purported, or alleged assignee or licensee of Assignor whether before or after the Assignment Effective Date) for any and all infringement or dilution of the Intellectual Property shall be limited to such infringement(s) or dilution(s) which occur from and after the Assignment Effective Date; and (b) any claim, lien or other interest of the Assignee arising hereunder after the Assignment Effective Date against Assignor, CCS, the individual members of Assignor, or the individual members of CCS shall be subordinate to any and all claims, liens and interests of the Bank against each of the foregoing entities and persons, such that the Bank shall be paid all amounts due to it from the foregoing entities, persons and their respective assets before the Assignee shall have


any right to payment therefrom; and (2) as to any declaratory or injunctive relief, Assignee may seek such relief for any claims arising after the Assignment Effective Date; provided however, any monetary relief which may be sought against Assignor associated therewith shall be controlled as provided in clause (1) of this paragraph.

Assignor agrees, at Assignee's expense and request, to take all lawful acts which Assignee may deem advisable or necessary in order to render this assignment fully effective and necessary for securing, completing or vesting in Assignee the right, title and interest in and to the Intellectual Property and to register and enforce the rights conveyed hereby, including without limitation, execution of all requested documents, papers, forms and authorizations and cooperation in production of evidence and giving of testimony in connection with proceedings to enforce the rights conveyed hereby.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this assignment to be duly executed and delivered as of the date first above written

ASSIGNOR  
Green Tillage, LLC

Date: 6/9/16

By: 

Name: Susan L. Uecker

Title: Receiver

*"Pursuant to Power of Atty granted by order dated 6/3/16."*

ASSIGNEE  
La Crosse Forage and Turf Seed, LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

Assignment Consented to By:

NORTHWEST BANK

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

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**IN WITNESS WHEREOF**, Assignor and Assignee have caused this assignment to be duly executed and delivered as of the date first above written

ASSIGNOR  
Green Tillage, LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

ASSIGNEE  
La Crosse Forage and Turf Seed, LLC

Date: 6/8/2016

By: 

Name: Daniel O. Foor

Title: CEO

Assignment Consented to By:

NORTHWEST BANK

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

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Assignor agrees, at Assignee's expense and request, to take all lawful acts which Assignee may deem advisable or necessary in order to render this assignment fully effective and necessary for securing, completing or vesting in Assignee the right, title and interest in and to the Intellectual Property and to register and enforce the rights conveyed hereby, including without limitation, execution of all requested documents, papers, forms and authorizations and cooperation in production of evidence and giving of testimony in connection with proceedings to enforce the rights conveyed hereby.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this assignment to be duly executed and delivered as of the date first above written

ASSIGNOR  
Green Tillage, LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name:  
Title:

ASSIGNEE  
La Crosse Forage and Turf Seed, LLC

Date: \_\_\_\_\_


By: \_\_\_\_\_

Name:  
Title:

Assignment Consented to By:

NORTHWEST BANK

Date: C-7-16

By:  \_\_\_\_\_

Name: *Anjela Skiller Abram*  
Title: *Senior Credit Bankruptcy Workout Officer*

SCHEDULE 1  
REGISTERED TRADEMARKS

TRADEMARK	COUNTRY	STATUS	REG. NO.	REG. DATE
COVER CROP SOIL IS MEANT TO BE COVERED & Design 	UNITED STATES	REGISTERED	4,101,272	2/21/2012
COVER CROP SOLUTIONS	CANADA	REGISTERED	TMA915952	10/2/2015
COVER CROP SOLUTIONS	UNITED STATES	REGISTERED [SUPPLEMENTAL]	3,942,380	04/50/2011
SOIL IS MEANT TO BE COVERED	UNITED STATES	REGISTERED	4465163	2/18/2014
TILLAGE RADISH	CANADA	REGISTERED	TMA886189	9/18/2014
TILLAGE RADISH	EUROPEAN UNION / WO	REGISTERED	1170793	7/15/2013
TILLAGE RADISH	UKRAINE / WO	REGISTERED	1170793	7/15/2013
TILLAGE RADISH	UNITED STATES	REGISTERED	3759860	3/16/2010
TILLAGE RADISH & Design 	CANADA	REGISTERED	TMA915937	10/2/2015
TILLAGE RADISH & Design 	EUROPEAN UNION / WO	REGISTERED	1170946	07/16/213

TRADEMARK	COUNTRY	STATUS	REG. NO.	REG. DATE
TILLAGE RADISH & Design 	NORWAY/ WO	REGISTERED	1170946	7/16/2013
TILLAGE RADISH & Design 	RUSSIA / WO	REGISTERED	1170946	7/16/2013
TILLAGE RADISH & Design 	UKRAINE / WO	REGISTERED	1170946	7/16/2013
TILLAGE RADISH & Design 	UNITED STATES	REGISTERED	4,120,499	4/3/2012
TILLAGE ROOTMAX	AUSTRALIA	REGISTERED	1668319	8/5/2015
TILLAGE ROOTMAX	UNITED STATES	REGISTERED	4544074	6/3/2014
TILLAGE SUNN	UNITED STATES	REGISTERED [SUPPLEMENTAL]	4545403	6/13/2014
TILLAGEMAX CHARLOTTE	UNITED STATES	REGISTERED	4631818	11/4/2014



TRADEMARK	COUNTRY	STATUS	REG. NO.	REG. DATE
TILLAGEMAX DAYTONA	UNITED STATES	REGISTERED	4449849	12/17/2013
TILLAGEMAX DOVER	UNITED STATES	REGISTERED	4631819	11/4/2014
TILLAGEMAX HOMESTEAD	UNITED STATES	REGISTERED	4556791	6/24/2014
TILLAGEMAX INDY	UNITED STATES	REGISTERED	4326701	4/30/2013
TILLAMAX TALLADEGA	UNITED STATES	REGISTERED	4631814	11/4/2014






SCHEDULE 2









PENDING TRADEMARKS


TRADEMARK	COUNTRY	STATUS	APP. NO.	APP. DATE
TILLAGE BRISTOL	CANADA	PENDING	1635489	7/17/2013
TILLAGE RADISH	AUSTRALIA /WO	PENDING	1248068	1/8/2015
TILLAGE RADISH	BULGARIA/ WO	PENDING	1248068	1/8/2015
TILLAGE RADISH	URUGUAY	PENDING	462.958	3/11/2015
TILLAGE ROOTMAX	CANADA	PENDING	1635488	7/7/2013
TROPHY CLOVER	UNITED STATES	PENDING	86/014714	7/19/2013
TROPHY RADISH	UNITED STATES	PENDING	86/014701	7/19/2013

SCHEDULE 3

ABANDONED TRADEMARKS/ COMMON LAW TRADEMARKS

TRADEMARK	COUNTRY	STATUS	APP. NO.	APP. DATE
COVER CROP SOIL IS MEANT TO BE COVERED	CANADA	ABANDONED	1635616	
COVER CROP SOLUTIONS	UNITED STATES	ABANDONED	86/615560	4/30/2015
IMPACT	UNITED STATES	ABANDONED	86/490,074	12/24/2014
SEEDS w/ Orange & design 	AUSTRALIA /WO	ABANDONED	1275133	6/9/2015
SEEDS w/ Orange & design 	BULGARIA/ WO	ABANDONED	1275133	6/9/2015
SEEDS w/ Orange & design 	EUROPEAN UNION / WO	ABANDONED	1275133	6/9/2015
SEEDS w/ Orange & design 	HUNGARY / WO	ABANDONED	1275133	6/9/2015
SEEDS w/ Orange & design 	MEXICO / WO	ABANDONED	1275133	6/9/2015

TRADEMARK	COUNTRY	STATUS	APP. NO.	APP. DATE
SEEDS w/ Orange & design 	NEW ZEALAND / WO	ABANDONED	1275133	6/9/2015
SEEDS w/ Orange & design 	NORWAY/ WO	ABANDONED	1275133	6/9/2015
SEEDS w/ Orange & design 	O.A.P.I./ WO	ABANDONED	1275133	6/9/2015
SEEDS w/ Orange & design 	ROMANIA / WO	ABANDONED	1275133	6/9/2015
SEEDS w/ Orange & design 	RUSSIA / WO	ABANDONED	1275133	6/9/2015
SEEDS w/ Orange & design 	SERBIA / WO	ABANDONED	1275133	6/9/2015
SEEDS w/ Orange & design 	TURKEY / WO	ABANDONED	127133	6/9/2015
SEEDS w/ Orange & design 	UKRAINE / WO	ABANDONED	127133	6/9/2015

TRADEMARK	COUNTRY	STATUS	APP. NO.	APP. DATE
SEEDS w/ Orange & design 	UNITED STATES	ABANDONED	86/475,760	12/9/2014
SOIL IS MEANT TO BE COVERED	CANADA	ABANDONED	1635610	7/17/2013
TILLAGE BRISTOL	UNITED STATES	ABANDONED	86/615382	4/30/2015
TILLAGE BRISTOL	UNITED STATES	ABANDONED	86/692656	8/1/2012
TILLAGE CHARLOTTE	CANADA	ABANDONED	1635495	7/17/2013
TILLAGE RADISH	NORWAY/ WO	ABANDONED	1170793	7/15/2013
TILLAGE RADISH	RUSSIA / WO	ABANDONED	1170793	7/15/2013
TILLAGE SUNN	CANADA	ABANDONED	1,635,466	7/17/2013
TILLAGE SUNN	UNITED STATES	ABANDONED	86/615552	4/30/2015
TILLAGEMAX DAYTONA	CANADA	ABANDONED	1635492	7/17/2013
TILLAGEMAX DEGA	CANADA	ABANDONED	1635496	7/17/2013
TILLAGEMAX DOVER	CANADA	ABANDONED	1635493	7/17/2013
TILLAGEMAX HOMESTEAD	CANADA	ABANDONED	1635501	7/17/2013
TILLAGEMAX INDY	CANADA	ABANDONED	1635490	7/17/2013
TILLAMAX TALLADEGA	CANADA	ABANDONED	1686728	7/24/2014

TRADEMARK	COUNTRY	STATUS		
PLANTING GREEN	UNITED STATES	NOT FILED		
TILLAGE SUNN	EUROPEAN UNION / WO	NOT FILED		
TILLAGE SUNN	NORWAY / WO	NOT FILED		
TILLAGE SUNN	RUSSIA / WO	NOT FILED		
TILLAGE SUNN	UKRAINE / WO	NOT FILED		
TILLAGE MAX BRISTOL				
TILLAGE MAX CHARLOTTE				
TILLAGE MAX DAYTONA				
TILLAGE MAX INDY				
TILLAGE MAX TALLEDEGA				
ROOT MAX ANNUAL				
VNS CRIMSON CLOVER				
VNS PERSIAN CLOVER				
FOUNDATION SDSTK RADISH				
VALUE RADISH				
TILLAGE SUNN HEMP				
HAIRY VETCH				
TILLAGEMAX BRISTOL				
MAXROOT				