

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM404388

<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>
NUFARM AMERICAS INC.		11/02/2016	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KITTRICH CORPORATION		
<b>Street Address:</b>	1585 West Mission Blvd.		
<b>City:</b>	Pomona		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91766		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2234465	ECOLOGIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2026951729		
<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>	2026596906		
<b>Email:</b>	docket@nevriylaw.com		
<b>Correspondent Name:</b>	WILLEM GADIANO		
<b>Address Line 1:</b>	1000 POTOMAC STREET, N.W.		
<b>Address Line 2:</b>	SUITE 200		
<b>Address Line 4:</b>	Washington, D.C. 20007		
<b>ATTORNEY DOCKET NUMBER:</b>	WFG-6226-0017-US-ECOLOGIX		
<b>NAME OF SUBMITTER:</b>	WILLEM F. GADIANO		
<b>SIGNATURE:</b>	/WILLEM F. GADIANO/		
<b>DATE SIGNED:</b>	11/03/2016		
<b>Total Attachments: 2</b>			
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OP \$40.00 2234465

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is entered into as of the last date of the signatures below (the "Effective Date") by and between Nufarm Americas Inc., an Illinois corporation ("Assignor") with offices at 11901 South Austin Avenue, Alsip, Illinois 60803, and Kittrich Corporation, a California corporation with offices at 1585 West Mission Boulevard, Pomona, California 91766 ("Assignee").

WHEREAS, Assignor owns the ECOLOGIX® trademark (the "Trademark") for Class 005 biochemical products, namely, pesticides for domestic and agricultural use, as identified by U.S. Registration No. 2234465; and

WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to assign, sell and convey to Assignee, all of Assignor's global right, title and interest in and to the Trademark.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Assignor assigns, transfers and conveys all of Assignor's global right, title and interest in and to the Trademark to Assignee, including any registrations and applications, the goodwill associated with the Trademark and claims for damages by reason of past infringements of the Trademark, with the right to sue and collect thereon.
2. Assignee accepts the foregoing transfer and assignment and assumes all of Assignor's global rights, title and interest in and to the Trademark and in exchange, Assignee will pay Assignor [REDACTED] on or before the Effective Date.
3. Assignor represents and warrants to Assignee that, as of the Effective Date:
  - a. To the best of its knowledge, the Trademark does not conflict with or infringe any trademark rights or other intellectual property rights of any third party;
  - b. To the best of its knowledge, there are no claims, suits or proceedings pending, or to Assignor's knowledge threatened, against Assignor which might adversely affect Assignor's title to the Trademark or Assignor's performance of this Agreement; and
  - c. Assignor is not aware of any infringement or unauthorized use of the Trademark by any third party.

Other than the foregoing representations and warranties, Assignee acknowledges and agrees that the Trademark is being acquired on an "AS WHERE IS BASIS" and that Assignor does not make any further or other representations or warranties whatsoever, express or implied, with respect to any matter relating to the Trademark, including the value of the

Trademark or Assignor's ability to prevent others from using the Trademark after the Effective Date.

4. Upon the request of either party to this Assignment, Assignor or Assignee shall execute and deliver such other instruments or documents as may reasonably be requested to further evidence the assignment to Assignee all of Assignor's rights, title and interest in and to the Trademark.

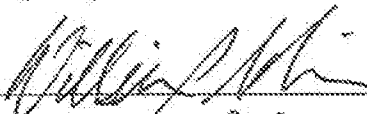
5. This Assignment may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same document.

6. This Assignment and the rights and obligations of the parties shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Illinois.

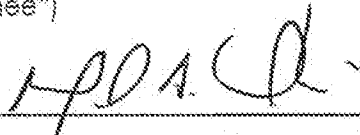
7. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. Nothing in this Assignment, expressed or implied, is intended to confer on any person other than the parties or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

NUFARM AMERICAS INC.  
("Assignor")

By:   
Name: William P. Robison  
Title: General Counsel & Secretary

KITTRICH CORPORATION  
("Assignee")

By:   
Name: MARK A. CALLINS  
Title: VICE PRESIDENT  
DATE: NOVEMBER 2, 2016