

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414718

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADM Crop Risk Services Inc.		01/31/2017	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Archer-Daniels-Midland Company		
Street Address:	4666 Faries Parkway		
City:	Decatur		
State/Country:	ILLINOIS		
Postal Code:	62526		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3740782	GRAINBRIDGE	
Registration Number:	4927312	GRAINBRIDGE	
Registration Number:	3753746		
Registration Number:	4927673		
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>			
Phone:	3123219020		
Email:	losier@innislaw.com		
Correspondent Name:	Mary Innis		
Address Line 1:	321 North Clark Street, Suite 2465		
Address Line 4:	Chicago, ILLINOIS 60654		
NAME OF SUBMITTER:	Mary E. Innis		
SIGNATURE:	/Mary E. Innis/		
DATE SIGNED:	02/02/2017		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "IP Assignment") is entered into as of January 31, 2017, by and between ADM Crop Risk Services Inc., an Illinois Corporation (the "Assignor"), and Archer-Daniels-Midland Company, a Delaware corporation (the "Assignee"). Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Bill of Sale and Assignment (as hereinafter defined).

WHEREAS, Assignor and Assignee entered into that certain Bill of Sale and Assignment on January 30, 2017 (the "Bill of Sale and Assignment"), which provides, among other things, for the sale and assignment by Assignor to Assignee of the GrainBridge Business.

NOW, THEREFORE, in consideration of the mutual promises contained in the Bill of Sale and Assignment, 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 Bill of Sale and Assignment:

1. Assignment. Assignor does hereby sell, convey, assign, transfer and deliver to Assignee subject to any encumbrances or adverse claims of any kind, character or nature whatsoever, as applicable, 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 GrainBridge Business, including the goodwill associated therewith (the "Marks") and (ii) all of the Acquired IP (as such term is defined in the GrainBridge Purchase Agreement); and

(c) all income, royalties, damages and payments due or payable (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, and the rights and obligations arising under this IP Assignment, shall not be assigned or otherwise transferred by either party without the prior written consent of the other party; provided, that the parties to this IP Assignment may assign or transfer this IP Assignment to a controlled affiliate.

3. Governing Law. This IP Assignment shall be enforced in accordance with and governed by the laws of the State of Delaware without regard to principles of conflicts of law that would apply the laws of a different jurisdiction.

4. Counterparts. The parties hereto may execute this IP Assignment in counterparts by manual, facsimile or .pdf signature. Each executed counterpart of this IP Assignment will constitute an original document, and all executed counterparts, together, will constitute the same instrument.

5. Further Actions. The parties hereto shall execute and deliver such instruments and other documents as may be required in order to implement the transactions contemplated by this IP Assignment, including all further materials, documents and instruments of conveyance, transfer or assignment to effect, record or verify such transactions.

[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.

ASSIGNOR:

ADM CROP RISK SERVICES INC.

By *BSY* *BY*
Name: Brian Young
Title: President

ACKNOWLEDGEMENT

State of Illinois)
) ss.
County of Macou)

Subscribed and sworn to before me this 31 day of January, 2017.

Joni M. Zimmerman
Notary Public
Typed Name: Joni M. Zimmerman

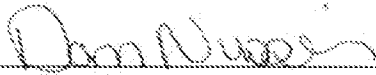
My Commission Expires:
September 02, 2018



[Assignor Signature Page to IP Assignment]

ASSIGNEE:

ARCHER-DANIELS-MIDLAND COMPANY

By  *AN*

Name: Dan Nisser

Title: Vice President, Project Management
Office

[Assignee Signature Page to IP Assignment]

SCHEDULE 1

Domain Names

grainbridge.com*

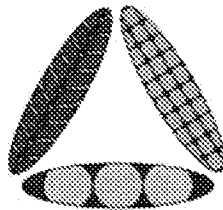
*Registrar is GoDaddy.com, LLC

SCHEDULE 2

Registered IP

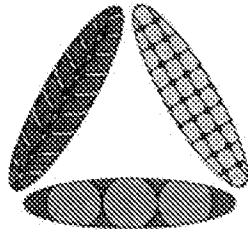
I. Service Marks Issued

- 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 marketplaces 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; Registration No. 4,927,312; Registration Date: March 29, 2016, Date of First Use: September 9, 2008; International Class 042 for software as a service (SAAS) services features 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.
- C. 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 marketplaces 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.



- D. GrainBridge Logo (See Below); Registration No. 4,927,673; Registration Date: March 29, 2016; Date of First Use: September 2, 2008; International Class 042 for providing on-line non-downloadable 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; 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.



II. State Trademarks Issued

<u>STATE</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>OWNER</u>
Nebraska	GRAINBRIDGE	10218486	12/16/2015	ADM Crop Risk Services, Inc.
Alabama	GRAINBRIDGE	115830	12/14/2015	ADM Crop Risk Services, Inc.
North Dakota	GRAINBRIDGE	40288700	12/10/2015	ADM Crop Risk Services, Inc.
Wisconsin	GRAINBRIDGE		12/9/2015	ADM Crop Risk Services, Inc.
Wyoming	GRAINBRIDGE	2015-000701440	12/9/2015	ADM Crop Risk Services, Inc.
Louisiana	GRAINBRIDGE	662750	12/2/2015	ADM Crop Risk Services, Inc.