# 900401052 04/04/2017

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM422355

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900393652

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Archer-Daniels-Midland Company		01/31/2017	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	ADM Crop Risk Services Inc.	
Street Address:	350 North Water Street	
City:	Decatur	
State/Country:	ILLINOIS	
Postal Code:	62523	
Entity Type:	Corporation: ILLINOIS	

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	3909237	AEROS
Registration Number:	4582867	COUNTY ADVANTAGE

## **CORRESPONDENCE DATA**

Fax Number:

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:** 3123219020

Email: losier@innislaw.com

Correspondent Name: Mary Innis

Address Line 1: 321 North Clark Street, Suite 2465

Address Line 4: Chicago, ILLINOIS 60657

NAME OF SUBMITTER:	Lian B. Osier
SIGNATURE:	/Lian B. Osier/
DATE SIGNED:	04/04/2017

#### **Total Attachments: 3**

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> TRADEMARK 900401052 REEL: 006025 FRAME: 0630

## Trademark Assignment

This Trademark Assignment (this "Trademark Assignment"), dated January 3/, 2017, at Decatur, IL, is made by and between Archer-Daniels-Midland Company, a Delaware corporation (the "Assignor") and ADM Crop Risk Services Inc., an Illinois Corporation (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into a Stock Purchase Agreement, dated as of January 30, 2017 (the "<u>Purchase Agreement</u>"), pursuant to which, among other things, Seller has sold all of the stock of Assignee to the Acquiror;

WHEREAS, in contemplation of the Purchase Agreement, Assignor has agreed to assign, transfer and convey to Assignee all of Assignor's right, title, and interest in and to the Trademark registrations set forth on Schedule 1 hereto (collectively, the "Assigned Trademarks").

- 1. <u>Assignment</u>. 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) all common law and statutory rights in each of the Assigned Trademarks.
  - (b) 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. <u>Assignability</u>. This Trademark Assignment, and the rights and obligations arising under this Trademark Assignment, shall not be assigned or otherwise transferred by either party without the prior written consent of the other party; <u>provided</u>, <u>that</u> the parties to this Trademark Assignment may assign or transfer this Trademark Assignment to a controlled affiliate.
- 3. <u>Governing Law.</u> This Trademark 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. <u>Counterparts</u>. The parties hereto may execute this Trademark Assignment in counterparts by manual, facsimile or .pdf signature. Each executed counterpart of this Trademark Assignment will constitute an original document, and all executed counterparts, together, will constitute the same instrument.
- 5. <u>Further Actions</u>. 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 Trademark Assignment, including all further materials, documents and instruments of conveyance, transfer or assignment to effect, record or verify such transactions.

[Signature Pages Follow]

TRADEMARK
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IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

## ASSIGNOR:

ARCHER-DANIELS-MIDLAND COMPANY

By AND SER AN NISSER
Title: VP, PROSECT MONTH

ASSIGNEE:

ADM CROP RISK SERVICES INC.

Title: COSTIDENT

[Signature Page to Trademark Assignment]

## SCHEDULE 1

# **Assigned Trademarks**

- A) AEROS Registration No. 3,909,237; Registration Date: January 18, 2011.
- B) COUNTY ADVANTAGE Registration No. 4,582,867; Registration Date: August 12, 2014

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RECORDED: 02/02/2017