

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426941

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Emerald BioAgriculture Corporation		01/01/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	LAM International Corporation		
Street Address:	117 S. Parkmont		
City:	Butte		
State/Country:	MONTANA		
Postal Code:	59701-7226		
Entity Type:	Corporation: MONTANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2146764	BOTANIGARD	
CORRESPONDENCE DATA			
Fax Number:	8665179150		
<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:	954-812-0660		
Email:	nancy@flintiplaw.com		
Correspondent Name:	Nancy J. Flint, Esq.		
Address Line 1:	1856 N. Nob Hill Road		
Address Line 2:	#424		
Address Line 4:	Plantation, FLORIDA 33322		
NAME OF SUBMITTER:	Nancy J. Flint		
SIGNATURE:	/Nancy J. Flint/		
DATE SIGNED:	05/09/2017		
Total Attachments: 3			
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OP \$40.00 2146764

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is entered into as of January 1, 2015 (the "Effective Date") by and between Emerald BioAgriculture Corporation, a corporation organized under the laws of the State of Delaware and having an address of 2123 University Park Drive, Suite 105, Okemos, Michigan 48854-3991 ("Assignor") and LAM International Corporation, a corporation organized under the laws of the State of Montana and having an address of 117 S. Parkmont, Butte, Montana, 59701-7226 ("Assignee").

WHEREAS, Assignor is the owner of the registered trademarks, common law trademarks, service marks, trade names, corporate names, commercial identities and trading styles BOTANIGARD and MYCOTROL and including confusingly similar designations for use in connection with biopesticides for agricultural use, including U.S. Registration No. 2146764 (the "Trademarks"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademarks in perpetuity;

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all right, title, and interest (including, but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks. This Assignment includes all licenses of the Trademarks, as well as any and all past, present and future causes of action for royalties, for infringement, or otherwise, arising out of or relating to the use or exploitation of the Trademarks, and the right to receive any and all fees, royalties or other compensation due or to become due with respect to the Trademarks.
2. Consideration. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the amount of US\$10.00 payable on the Effective Date.
3. Representations and Warranties. Assignor represents and warrants to Assignee:
 - (a) Assignor has the right, power and authority to enter into this Agreement;
 - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
 - (c) The Trademarks are free of any liens, security interests, encumbrances or licenses;
 - (d) The Trademarks do not infringe the rights of any person or entity;
 - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;

(f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and

(g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

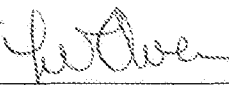
4. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms other than Exhibit A – Copy of Certificate of Registration for BOTANIGARD, U.S. Registration No. 2146764.

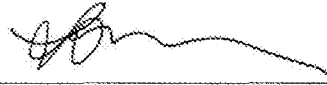
5. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly refers to this agreement.

6. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

7. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

8. Governing Law; Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Florida and all disputes shall be brought before the courts in Broward County, Florida. The parties waive objection to the jurisdiction of the courts of Broward County, Florida for such disputes including *forum non conveniens*.

ASSIGNOR
By: 
Print Name: FRANK W. OWEN
Title: PRESIDENT & CEO

ASSIGNEE
By: 
Print Name: Luis A Mazariegos
Title: President & CEO

Int. Cl.: 5

Prior U.S. Cls.: 6, 18, 44, 46, 51, and 52

Reg. No. 2,146,764

United States Patent and Trademark Office

Registered Mar. 24, 1998

**TRADEMARK
PRINCIPAL REGISTER**

BOTANIGARD

MYCOTECH CORPORATION (DELAWARE
CORPORATION)
630 S. UTAH AVENUE
BUTTE, MT 59701

FIRST USE 10-27-1996; IN COMMERCE
1-8-1997.

SN 75-167,590, FILED 9-17-1996.

FOR: BIOPESTICIDES FOR AGRICULTUR-
AL USE, IN CLASS 5 (U.S. CLS. 6, 18, 44, 46, 51
AND 52).

TINA L. SNAPP, EXAMINING ATTORNEY