

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428754

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Agro BioSciences, Inc.		05/01/2017	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Church & Dwight Co., Inc.		
Street Address:	500 Charles Ewing Boulevard		
City:	Ewing		
State/Country:	NEW JERSEY		
Postal Code:	08628		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86869653	AGRO BIOSCIENCES	
Serial Number:	86663408	CSI	
Registration Number:	5079299	GUT RESTORE	
Registration Number:	5130629	MICROBIAL TERROIR	
CORRESPONDENCE DATA			
Fax Number:	6094037283		
<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:	6098061418		
Email:	david.schuman@churchdwight.com		
Correspondent Name:	David J. Schuman		
Address Line 1:	500 Charles Ewing Boulevard		
Address Line 4:	Ewing, NEW JERSEY 08628		
NAME OF SUBMITTER:	David J. Schuman		
SIGNATURE:	/David J. Schuman/		
DATE SIGNED:	05/24/2017		
Total Attachments: 6			
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THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of May 1, 2017, ("IP Agreement"), between Agro BioSciences, Inc., a Wisconsin corporation ("Assignor"), and Church & Dwight Co., Inc., a Delaware corporation ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties". Capitalized terms used herein that are defined in the Purchase Agreement (as defined below) shall have the respective meanings ascribed to them in the Purchase Agreement unless otherwise defined herein.

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of March 14, 2017 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, transfer, set over, convey, assign and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all right, title and interest of Assignor in and to the Purchased Assets, including the Transferred Intellectual Property.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment of Transferred Intellectual Property. Upon the terms and subject to the conditions set forth in the Purchase Agreement, effective as of the date hereof, Assignor hereby irrevocably sells, transfers, sets over, conveys, assigns, grants and delivers to Assignee, its successors and assigns, forever, free and clear of any and all Liens (other than Permitted Liens), and Assignee hereby purchases, acquires and accepts from Assignor, all right, title and interest of Assignor in, to and under the Transferred Intellectual Property, including the Transferred Domain Names, the Transferred Trademark Rights and the Transferred Patent Rights set forth on Schedule A attached hereto, together with all of the goodwill associated with the foregoing and all rights to sue for and obtain damages and injunctive relief for past, present and future infringement, dilution and violation of the foregoing. The Parties acknowledge and agree that the assignment of any United States intent-to-use applications included in the foregoing is in connection with the transfer of the business or assets to which such intent-to-use applications pertain.

2. Recordation of Trademarks. Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable countries outside the United States, to record this Assignment and issue such additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same, to Assignee, its successors and assigns. Assignee shall bear all costs and fees associated with such recording with the U.S. Patent & Trademark Office or corresponding entities or agencies in any applicable countries outside the United States.

3. Recordation of Patents. Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable countries outside the United States, to record this Assignment and issue such additional patents that have been or may be issued upon any application or petition for same, to Assignee, its successors and assigns. Assignee shall bear all costs and fees associated with such

recording with the U.S. Patent & Trademark Office or corresponding entities or agencies in any applicable countries outside the United States.

4. Transfer of Domain Names. Within five days of execution of this Agreement, Assignor will transfer or cause the transfer of the Transferred Domain Names to Assignee and will provide all administrative rights to the Transferred Domain Names as may be required to take possession of and control the Transferred Domain Names. Assignor agrees to execute any further documents or take any reasonable further steps as Assignee may deem necessary to effectuate the transfer of the Transferred Domain Names to Assignee.

5. Terms of Purchase Agreement. This IP Agreement is being entered into and delivered pursuant to the Purchase Agreement and is subject to all the terms and conditions thereof. Nothing contained in this IP Agreement will be deemed to supersede, limit, amend, supplement, modify, vary or enlarge any of the rights, obligations, covenants, agreements, representations or warranties of the parties under the Purchase Agreement, and this IP Agreement is intended only to effect the assignment of the Transferred Intellectual Property. In the event of any conflict or inconsistency between the Purchase Agreement and this IP Agreement, the provisions of the Purchase Agreement shall be controlling.

6. Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of assignment and assumption and to take such other actions as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this IP Agreement.

7. Governing Law.

(a) This IP Agreement shall be governed by and construed in accordance with the Laws of the State of New York, without regard to the conflicts of law principles or rules of such state, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the Laws of another jurisdiction.

(b) The Parties consent to the exclusive jurisdiction of the Federal courts located in the State of Delaware for the resolution of all disputes or controversies between the Parties. Each of the Parties (i) consents to the exclusive jurisdiction of each such court in any suit, action or proceeding relating to or arising out of this IP Agreement or the transactions contemplated herein; (ii) waives any objection that it may have to the laying of venue in any such suit, action or proceeding in any such court; and (iii) agrees that service of any court paper may be made in such manner as may be provided under applicable Laws or court rules governing service of process. THE PARTIES HEREBY IRREVOCABLY WAIVE, AND AGREE TO CAUSE THEIR RESPECTIVE AFFILIATES TO WAIVE, THE RIGHT TO TRIAL BY JURY IN ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS IP AGREEMENT.

8. Amendments; Waivers. Any provision of this IP Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed (a) in the case of an amendment, by Assignee and Assignor and (b) in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by either Party in exercising any right,

power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

9. Assignment; Binding Effect. This IP Agreement and the covenants and agreements contained herein shall be binding upon Assignor, its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

10. No Third Party Beneficiary Rights. This IP Agreement is not intended to and shall not be construed to give any Person other than the Parties signatory hereto any interest or rights (including any third party beneficiary rights) with respect to or in connection with this IP Agreement or any provision contained herein or contemplated hereby.

11. Survival. The covenants, agreements, representations and warranties of Assignor set forth in the Purchase Agreement will survive the execution and delivery of this IP Agreement, subject to the terms and conditions of the Purchase Agreement.

12. Severability. The provisions of this IP Agreement shall be deemed severable and the invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of the other provisions hereof. If any term or other provision of this IP Agreement, or the application thereof to any Person or any circumstance, is invalid, illegal or unenforceable, (a) a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid, legal and enforceable, the intent and purpose of such invalid, illegal or unenforceable provision and (b) the remainder of this IP Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity, illegality or unenforceability, nor shall such invalidity, illegality or unenforceability affect the validity, legality or enforceability of such provision, or the application thereof, in any other jurisdiction.

13. Headings; Counterparts. The heading references herein are for convenience purposes only, do not constitute a part of this IP Agreement and shall not be deemed to limit or affect any of the provisions hereof. This IP Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party, it being understood that both Parties need not sign the same counterpart. An executed signature page of this IP Agreement delivered by facsimile transmission, including signatures in a fixed electronic format such as a PDF, will be as effective as an original executed signature page.

[Signature page follows]

IN WITNESS WHEREOF, each of the Parties has caused this IP Agreement to be duly executed and delivered as of the date first written above.

ASSIGNOR:

AGRO BIOSCIENCES, INC.

By: Thomas Rehberg
Name: Thomas Rehberg
Title: President

ASSIGNEE:

CHURCH & DWIGHT CO., INC.

By: Richard A. Dierker
Name: Richard Dierker
Title: CFO

[Signature Page to Intellectual Property Assignment and Assumption Agreement]

SCHEDULE A

Transferred Trademark Rights:

1. Applications for U.S. Federal Trademark Registration**

Mark**	Original Filing Basis	Current Filing Basis	Country	Serial No.	Filing Date	Status
CSI	1(b)	1(b)	US	86/663408	6/16/2015	Allowed
GUT RESTORE	1(b)	1(a)	US	86/742970	8/13/2015	Registered (Principle)
AGRO BIOSCIENCES	1(b)	1(a)	US	86/869653	1/8/2016	Pending
MICROBIAL TERROIR (Stylized)	1(b)	1(a)	US	86/869671	1/9/2016	Registered (Supplemental)

2. Use based and Intent-to-Use based Unregistered Trademarks**

- a. "Establish"
- b. "Boost"
- c. "Promote"
- d. "Aegis"
- e. "Agro BioSciences Inc." (Stylized)
- f. "Microbial Terroir" (Word Mark)
- g. "One Partner. Unlimited Solutions."
- h. "Producing A Flock That Rocks"
- i. "Going Whole Hog"
- j. "Milk, Meat and More"
- k. "Pioneering Innovative Microbial Solutions"
- l. "Harnessing the Power of Microbial Terroir"
- m. "To think big. On a microscopic level"
- n. "there's a microbe for that"
- o. "from the fields to the forefront"

** Any and all goodwill associated with any of the foregoing trademarks is included herein.

Transferred Patent Rights:

Title	Filing Type	Country	Serial No.	Filing Date	Status
Uses and Methods for Bacillus Strains	Provisional	US	62/341,332	5/25/2016	Filed / Pending
Methods of Microbial Treatment of Poultry	Provisional	US	62/219433	9/16/2015	Filed / Expired
	Nonprovisional	US	15/268,104	9/16/2016	Filed / Pending
Lactobacillus and Bacillus Based Direct Fed Microbial	Provisional	US	62/339615	5/20/2016	Filed / Pending
Yeast and Bacterial Probiotics Combinations and Methods of Use to Improve Swine Production Version #1	Provisional	US	62/484058	4/11/2017	Filed/Pending (Note: Jointly owned with Nutriquest, LLC per terms of Nutriquest Agreement)
	Provisional	US	62/484058	4/11/2017	Filed/Pending (Note: Jointly owned with Nutriquest, LLC per terms of Nutriquest Agreement)

Transferred Domain Names:

AEGISRUMINANTWELLNESS.COM
 AGRO-BIOSCIENCES.COM
 AGROBIOSCIENCE.COM
 MICROBIALTERROIR.COM