

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430035

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADAMA Celsius B.V., Amsterdam (NL) Schaffhausen Branch		06/05/2017	Corporation: SWITZERLAND
RECEIVING PARTY DATA			
Name:	AMVAC Chemical Corporation		
Street Address:	4695 MacArthur Court		
Internal Address:	Suite 1200		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4786614	BORRADA	
CORRESPONDENCE DATA			
Fax Number:	9192569308		
<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:	9192565950		
Email:	mark.hough@adama.com		
Correspondent Name:	Joseph Mark Hough		
Address Line 1:	3120 Highwoods Blvd.		
Address Line 2:	Suite 100		
Address Line 4:	Raleigh, NORTH CAROLINA 27613		
NAME OF SUBMITTER:	Joseph Mark Hough		
SIGNATURE:	/J.Mark Hough/		
DATE SIGNED:	06/05/2017		
Total Attachments: 9			
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OP \$40.00 4786614

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered effective as of June 5, 2017 (the "Effective Date") by Makhteshim Agan of North America, Inc., a Delaware corporation, ("Adama US") and Adama Celsius B.V., Amsterdam (NL) (together with Adama US, the "Assignors"), for the benefit of AMVAC Chemical Corporation, a California corporation (the "Assignee").

WHEREAS, Assignors are the owners of all right, title and interest in and to the trademarks listed in Schedule A (hereinafter called the "Marks") and all goodwill associated therewith; and

WHEREAS, Assignee is desirous of acquiring all of Assignors' common law and statutory right, title and interest in and to the Marks set forth in Schedule A in the United States of America and its territories and possessions and Assignor is desirous of transferring all of such right, title and interest of Assignor in and to such Marks.;

WHEREAS, this Assignment is being executed and delivered by the parties pursuant to that certain Asset Purchase and Sale Agreement dated as of March __, 2017 (the "**Closing**"), by and between Adama US, Adama Makhteshim Ltd., Adama Agan Ltd. and Assignee (the "**APA**").

NOW, THEREFORE, in consideration of US\$ 10 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignors hereby irrevocably sell, assign and transfer to Assignee, its successors and assigns all of Assignors' right, title and interest in and to the Marks, the goodwill of the business symbolized by, and connected with the use of, the Marks being assigned, as provided by applicable law and by international treaties and conventions, together with all rights, powers, privileges and immunities arising thereunder or conferred thereby including all renewals, extensions and rights of priority relating to the Marks and the right to sue for past infringement or dilution of the Marks.
2. Assignors agree, as of the date of this Assignment, not to use (and to terminate and discontinue all use of) the Marks in any domain name, domain name registration, trademark, service mark, trade name and any other indicator of origin, with regard to itself and any business or entity at any time owned or controlled by Assignors.
3. From time to time, until one (1) year following the Closing, as and when requested by any party, each party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions, at such other party's cost and expense and as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Assignment, including, in the case of Assignors, executing and delivering to Assignee such assignments, deeds, bills of sale, consents and other instruments as Assignee or its counsel may reasonably request as necessary or desirable for such purpose. Without derogating from the foregoing, as of the date of this Assignment, Assignors shall have no responsibility to take any action or pay any fees with respect to the Marks.
4. Assignors authorize and request the Commissioner of Patents and Trademarks of the United States to record Assignee as the assignee and owner of any and all of Assignors' rights in the Marks.

5. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
6. Neither the making nor the acceptance of this Assignment shall broaden, restrict or otherwise amend the terms of the APA or constitute a waiver or release by Assignee or by Adama US (or its Affiliates (as such term is defined in the APA)) of any obligations, liabilities or duties imposed thereupon by the terms of the APA.
7. No provision of this Assignment is intended to confer upon any person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.
8. Assignors make no representations, warranties, covenants, agreements or indemnities with respect to the Marks, including without limitation implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights, except for those expressly agreed to by Adama US and Assignee in the APA.
9. This Assignment shall be governed in all respects by, and all disputes arising under or in connection with this Assignment shall be resolved in accordance with the laws of New York, to the exclusion of its conflict of laws provisions. Any dispute, claim or controversy arising out of or in connection with this Assignment shall be settled in accordance with the arbitration procedure set forth in Schedule B.
10. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument. The parties' signatures may be evidenced by PDF or facsimile transmissions, and each party may rely on a PDF or facsimile signature on behalf of the other party as proof of the other party's execution of this Assignment.

[Signature Page Follows]

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment on the respective dates set forth below, in each case effective as of the date first written above.

Makhteshim Agan of North America, Inc.
(Assignor)

By: _____

Title: _____

Date: _____

Adama Celsius B.V., Amsterdam (NL)
(Assignor)

By: _____

Title: _____

Date: _____

AMVAC Chemical Corporation
(Assignee)

By: Timothy J. Donnelly



Digitally signed by Timothy J. Donnelly
DN: cn=Timothy J. Donnelly, o=AMVAC
Chemical Corporation, ou=Legal,
email=TimD@amvac-chemical.com,
c=US
Date: 2017.03.22 05:39:13 -0700
Adobe Acrobat version: 11.0.19

Title: CAO, General Counsel & Secretary

Date: March 22, 2017

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment on the respective dates set forth below, in each case effective as of the date first written above.

Makhteshim Agan of North America, Inc.
(Assignor)

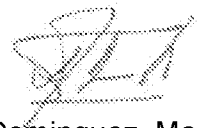
By: _____

Title: _____

Date: _____

Adama Celsius B.V., Amsterdam (NL)
(Assignor)

By: B. Lombard 



Title: Bertrand Lombard, Managing Director & Ignacio Dominguez, Managing Director

Date: _____

AMVAC Chemical Corporation
(Assignee)

By: _____

Title: _____

Date: _____

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment on the respective dates set forth below, in each case effective as of the date first written above.

Makhteshim Agan of North America, Inc.
(Assignor)

By: Rob Williams



Craig Lupton-Smith

Title: CEO

Date: _____

Adama Celsius B.V., Amsterdam (NL)
(Assignor)

By: _____

Title: _____

Date: _____

AMVAC Chemical Corporation
(Assignee)

By: _____

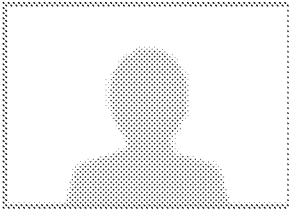
Title: _____

Date: _____

Signature Certificate

Document Reference: ESUL92I8Z299LNGM43NTYT

RightSignature
Easy Online Document Signing



Rob Williams
Party ID: GNSHSCJJILNVF45EVCNL2M
IP Address: 107.77.237.201
VERIFIED EMAIL rob.williams@adama.com

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum

a879a79cea1eb72405afa0ebd0f52c071fdbfec3



Timestamp

2017-03-22 08:21:35 -0700
2017-03-22 08:21:35 -0700
2017-03-22 08:20:14 -0700
2017-03-22 08:18:00 -0700

Audit

All parties have signed document. Signed copies sent to: Rob Williams and Mark Hough.
Document signed by Rob Williams (rob.williams@adama.com) with drawn signature. - 107.77.237.201
Document viewed by Rob Williams (rob.williams@adama.com). - 107.77.237.201
Document created by Mark Hough (mark.hough@adama.com). - 74.84.211.68



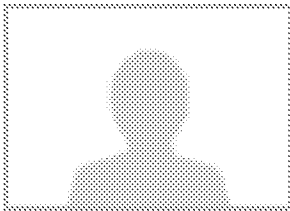
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Signature Certificate

Document Reference: 5UGM8AI4IKLEKNU4VSAFME

RightSignature
Easy Online Document Signing



Craig Lupton-Smith
Party ID: 6NXBFJIFNJ8C348AFPNT8Z
IP Address: 74.84.211.68
VERIFIED EMAIL craig.lupton-smith@adama.com

Electronic Signature:

Craig Lupton-Smith

Multi-Factor
Digital Fingerprint Checksum

527cd5a79ac0e8d8b9402f0bb25cd52e5927cc



Timestamp

2017-03-22 10:25:11 -0700

2017-03-22 10:25:10 -0700

2017-03-22 10:23:28 -0700

2017-03-22 08:47:44 -0700

Audit

All parties have signed document. Signed copies sent to: Craig Lupton-Smith and Mark Hough.

Document signed by Craig Lupton-Smith (craig.lupton-smith@adama.com) with drawn signature. - 74.84.211.68

Document viewed by Craig Lupton-Smith (craig.lupton-smith@adama.com). - 74.84.211.68

Document created by Mark Hough (mark.hough@adama.com). - 74.84.211.68



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Page 1 of 1

TRADEMARK
REEL: 006077 FRAME: 0048

SCHEDULE A

TRADEMARK	REG. NO.	COUNTRY	REGISTERED OWNER	REGISTRATION DATE
PARAZONE	3458516	US	Makhteshim Agan of North America, Inc.	July 1, 2008
EQUUS	2635965	US	Makhteshim Agan of North America, Inc.	October 15, 2002
ABBA	3547203	US	Makhteshim Agan of North America, Inc.	December 16, 2008
ABBA Ultra	4097119	US	Makhteshim Agan of North America, Inc.	February 7, 2012
BORRADA	86131673	US	Adama Celsius B.V., Amsterdam (NL)	August 4, 2015

SCHEDULE B

Dispute Resolution

Any dispute, claim or controversy arising out of or in connection with this Assignment (“**Dispute**”) shall in the first place be referred, upon the written request of a party, to designated senior management representatives of the parties for resolution. Such representatives shall promptly meet and, in good faith, attempt to resolve the Dispute. If such representatives do not resolve the Dispute within thirty (30) calendar days of a written request under this clause, then upon written notice by either party such Dispute shall be finally and exclusively resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce (the “**ICC Rules**”) by a panel of three arbitrators appointed in accordance with the ICC Rules (“**Arbitral Tribunal**”).

1. The legal seat of the arbitration shall be New York. Without derogating from the foregoing, the arbitration proceedings shall be held in Raleigh, North Carolina, unless the parties mutually agree upon another venue. The arbitration proceedings shall be conducted in English.
2. Any award of the Arbitral Tribunal shall be final and binding upon the parties, and a judgment rendered thereon may be entered in any court having jurisdiction thereof. The parties consent to the jurisdiction of any such court. Any monetary award shall be payable in U.S. Dollars.
3. The existence and content of the arbitral proceedings and any rulings or award shall be kept confidential by the parties and members of the arbitral tribunal except: (i) to the extent that disclosure may be required of a party to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings, (ii) with the consent of all parties, (iii) where needed for the preparation or presentation of a claim or defense in this arbitration, (iv) where such information is already in the public domain other than as a result of a breach of this clause, or (v) by order of the arbitral tribunal upon application of a party.
4. All communications during the pre-arbitration negotiation are confidential and shall be treated as made in the course of compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality and professional secrecy protections provided by applicable law.