

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM447528

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Armor Seed, LLC		10/02/2017	Limited Liability Company: ARKANSAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Winfield SOLUTIONS, LLC		
<b>Street Address:</b>	1080 County Road F West		
<b>City:</b>	Shoreview		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55126		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4114831	ARMOR	
Registration Number:	4207490	ARMOR SEED	
Registration Number:	4114833	ARMOR	
Registration Number:	4114830		
Registration Number:	4203513	START STRONG. PLANT ARMOR.	
Registration Number:	3150012	GUMBO PROVEN	
Registration Number:	4186125	SILT LOAM PROVEN	
Registration Number:	4590322	EVERY SEED. EVERY FIELD. EVERY FARMER CO	
Serial Number:	86744977	ZERO TOLERANCE	
Registration Number:	5089185	TURNROW TOUGH	
Serial Number:	86950540	FARMOPTICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	651-375-2820		
<b>Email:</b>	Trademarks@landolakes.com		
<b>Correspondent Name:</b>	Brenda Goebel		
<b>Address Line 1:</b>	4001 Lexington Avenue North		

CH \$290.00 4114831

<b>Address Line 4:</b> Arden Hills, MINNESOTA 55126	
<b>ATTORNEY DOCKET NUMBER:</b>	Cpp Assign
<b>NAME OF SUBMITTER:</b>	Brenda Goebel
<b>SIGNATURE:</b>	/Brenda Goebel/
<b>DATE SIGNED:</b>	10/17/2017
<b>Total Attachments: 5</b> source=ARMOR SEEDIP__Assignment_Agt (Executed)#page1.tif source=ARMOR SEEDIP__Assignment_Agt (Executed)#page2.tif source=ARMOR SEEDIP__Assignment_Agt (Executed)#page3.tif source=ARMOR SEEDIP__Assignment_Agt (Executed)#page4.tif source=ARMOR SEEDIP__Assignment_Agt (Executed)#page5.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”), dated October 2, 2017, is between Armor Seed, LLC, an Arkansas limited liability company (“**Seller**”), and Winfield Solutions, LLC, a Delaware limited liability company (“**Buyer**”). Seller and Buyer are sometimes referred to herein collectively as the “**Parties**” and individually as a “**Party**.” Capitalized terms used herein but not otherwise defined herein shall have the meaning ascribed to such term in the Purchase Agreement (as defined below).

**WHEREAS**, Seller and Buyer are parties to that certain Asset Purchase Agreement (the “**Purchase Agreement**”), dated as of September 1, 2017; and

**WHEREAS**, on the terms and subject to the conditions set forth in the Purchase Agreement, at Closing, Seller agreed to sell, assign, transfer, convey and deliver to Buyer, and Buyer agreed to purchase from Seller, all of Seller’s right, title and interest in, to and under certain intellectual property of Seller; and

**WHEREAS**, Seller and Buyer desire to carry out the intent and purpose of the Purchase Agreement by their execution and delivery of this Assignment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Assignment. Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby purchases all of Seller’s right, title, and interest in, to and under the following, both foreign and domestic (the “**Assigned IP**”):
  - 1.1. All Intellectual Property Assets, including the trademarks identified on Schedule A hereto;
  - 1.2. With respect to trademarks, all goodwill of the business associated with the use of and symbolized by the trademarks, and all trademark registrations and applications therefor;
  - 1.3. All rights of any kind whatsoever of Seller accruing under any of the Intellectual Property Assets provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - 1.4. Any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Intellectual Property Assets; and
  - 1.5. Any and all claims and causes of action, with respect to any of the Intellectual Property Assets, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation of Assignment. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the

officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. No Third Party Beneficiaries. Nothing expressed or referred to in this Assignment confers any rights or remedies upon any Party that is not a party or permitted assign of a Party.
4. Governing Law. Section 10.10 of the Purchase Agreement shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement.
5. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, as permitted by Section 10.07 of the Purchase Agreement.
6. Counterparts. This Assignment may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same instrument.
7. Purchase Agreement. This Assignment is executed and delivered pursuant to the Purchase Agreement and made subject to the representations and warranties of Seller contained therein. Seller hereby specifically incorporates by reference all of the representations, warranties and indemnifications, subject to all of the conditions and limitations, applicable to the Transferred Assets in the Purchase Agreement. This Assignment shall not be deemed to defeat, alter, impair, enhance or enlarge any right, obligations, claim or remedy created by the Purchase Agreement, and in the event of any conflict between the Purchase Agreement and this Assignment, the Purchase Agreement shall govern.
8. Amendment. This Assignment may not be amended or waived except in a writing executed by the Party against which such amendment or waiver is sought to be enforced. No course of dealing between or among any persons having any interest in this Assignment shall be deemed effective to modify or amend any part of this Assignment or any rights or obligations of any person under or by reason of this Assignment.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed on the date first written above.

ARMOR SEED, LLC

By: Mark Waldrip  
Name: Mark Waldrip  
Title: Manager

WINFIELD SOLUTIONS, LLC

By: \_\_\_\_\_  
Name: Mike Vande Logt  
Title: Chief Operating Officer

[Signature page to Intellectual Property Assignment Agreement]

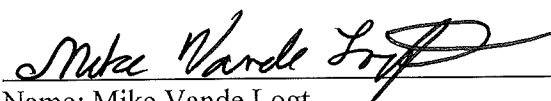
*EXECUTION COPY*

**IN WITNESS WHEREOF**, the parties have caused this Assignment to be duly executed on the date first written above.

**ARMOR SEED, LLC**

By: \_\_\_\_\_  
Name: Mark Waldrip  
Title: Manager

**WINFIELD SOLUTIONS, LLC**

By:   
Name: Mike Vande Logt  
Title: Chief Operating Officer

**Schedule A****Trademarks**

<b>Mark</b>	<b>Appl. No. &amp; filing date</b>	<b>Reg. No. &amp; reg. date</b>	<b>Status &amp; next maintenance date</b>
ARMOR	85/389942 Aug. 4, 2011	4,114,831 Mar. 20, 2012	§§ 8 & 15 filed Apr. 21, 2017; §§ 8 & 9 opens Mar. 20, 2021
ARMOR SEED and Design 	85/389910 Aug. 4, 2011	4,207,490 Sep. 11, 2012	§§ 8 & 15 filed Sep. 22, 2017; §§ 8 & 9 opens Sep. 11, 2021
ARMOR and Design 	85/389991 Aug. 4, 2011	4,114,833 Mar. 20, 2012	§§ 8 & 15 filed Apr. 21, 2017; §§ 8 & 9 opens Mar. 20, 2021
	85/389925 Aug. 4, 2011	4,114,830 Mar. 20, 2012	§§ 8 & 15 filed Apr. 21, 2017; §§ 8 & 9 opens Mar. 20, 2021
START STRONG. PLANT ARMOR.	85/389965 Aug. 4, 2011	4,203,513 Sep. 4, 2012	§§ 8 & 15 filed Sep. 22, 2017; §§ 8 & 9 opens Sep. 4, 2021
GUMBO PROVEN	78/647235 Jun. 9, 2005	3,150,012 Sep. 26, 2006	§§ 8 & 15 filed and prior Class 35 deleted Dec. 15, 2011; first §§ 8 & 9 renewal filed Oct. 7, 2015; second §§ 8 & 9 opens Sep. 26, 2025
SILT LOAM PROVEN	85/496031 Dec. 15, 2011	4,186,125 Aug. 7, 2012	§§ 8 & 15 window opened Aug. 7, 2017
EVERY SEED. EVERY FIELD. EVERY FARMER COUNTS.	86/098352 Oct. 22, 2013	4,590,322 Aug. 19, 2014	§§ 8 & 15 window opens Aug. 19, 2019
ZERO TOLERANCE	86/744977 Sep. 2, 2015		Abandoned – no SOU filed
TURNROW TOUGH	86/744456 Sep. 1, 2015	5,089,185 Nov. 29, 2016	§§ 8 & 15 window opens Nov. 29, 2021
FARMOPTICS	86/950540 Mar. 23, 2016		NOA Oct. 25, 2016; EOT filed Jan. 24, 2017; SOU filed Sep. 6, 2017