

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475294

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CropBuilders LLC		01/01/2018	Limited Liability Company: KANSAS
RECEIVING PARTY DATA			
Name:	Nachurs Alpine Solutions, LLC		
Street Address:	421 Leader Street		
City:	Marion		
State/Country:	OHIO		
Postal Code:	43302		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3582456	CROPBUILDERS	
Registration Number:	4735122	ROWGRO	
Registration Number:	4735123	CROPBUILDERS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	757-222-3239		
Email:	cs@snyderfirm.com		
Correspondent Name:	Craig Snyder		
Address Line 1:	1944 E. Ocean View Ave., Suite F		
Address Line 4:	Norfolk, VIRGINIA 23503		
NAME OF SUBMITTER:	Craig Snyder		
SIGNATURE:	/CS/		
DATE SIGNED:	05/24/2018		
Total Attachments: 3			
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OP \$90.00 3582456

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement"), dated as of January 1, 2018²⁰¹⁷ is entered into by and among CropBuilders LLC, a Kansas limited liability company ("Seller"), Kevin Bailey ("Seller Member") and Nachurs Alpine Solutions, LLC, a Delaware limited liability company ("Nachurs") or any subsidiary designated by Nachurs ("Buyer").

Recitals

WHEREAS, Seller is engaged in the business (the "Business") of representing companies that distribute liquid fertilizer products ("Fertilizer Products");

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, the Purchased Assets (as defined herein) held by Seller that relate to the Business, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I PURCHASE AND SALE OF ASSETS

1.1 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title and interest in the assets described below (the "Purchased Assets"), free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance ("Encumbrance"). The Purchased Assets consist of:

- (a) All Seller's customers (the "Acquired Customers"), including but not limited to the customers described on Exhibit A, attached hereto (the "Customer List");
- (b) All invoicing, shipping and payment records, relating to the operation of the Business through the Closing Date (as defined in Section 2.1).
- (c) The name "CropBuilders" and all other trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing;
- (d) All internet domain names, whether or not trademarked, registered in any top-level domain by any authorized private registrar or governmental authority, web addresses, web pages, websites and related content, accounts with Twitter, Facebook and other social media companies and the content found thereon and related thereto, and URLs;

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER:

CropBuilders LLC,
a Kansas limited liability company

By: Kevin Bailey
Name: Kevin Bailey, Sole Member

BUYER:

Nachurs Alpine Solutions, LLC,
a Delaware limited liability company

By: [Signature]
Name: Jell Burnett
Title: CEO

SELLER MEMBER:

Kevin Bailey
Kevin Bailey

ADDENDUM TO ASSET PURCHASE AGREEMENT

Between CropBuilders LLC ("Seller") and Nachurs Alpine Solutions, LLC ("Buyer")
Dated as of January 1, 2018

The trademarks, together with the registrations and goodwill pertaining thereto, that are included within the "Purchased Assets" pursuant to Paragraph 1.1(c) of the Asset Purchase Agreement include, but are not limited to, the following trademarks and United States Patent and Trademark Office registrations:

<u>Registration No.</u>	<u>Trademark</u>	<u>Registration Date</u>
3,582,456	CROPBUILDERS and Design	March 3, 2009
4,735,122	ROWGRO	May 12, 2015
4,735,123	CROPBUILDERS	May 12, 2015

NACHURS ALPINE SOLUTIONS, LLC

By: 

Angela Kloha
Director and Corporate Counsel
May 27 2018