

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469914

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Altitude Crop Innovations, LLC		03/08/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Innvictis Crop Care, LLC		
Street Address:	1880 Fall River Drive		
Internal Address:	Suite 100		
City:	Loveland		
State/Country:	COLORADO		
Postal Code:	80538		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4988748	VOLTAGE ENDURX	
CORRESPONDENCE DATA			
Fax Number:	6152524707		
<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:	6152524639		
Email:	jne@bradley.com		
Correspondent Name:	Jacob Neu		
Address Line 1:	1600 Division Street		
Address Line 2:	Suite 700		
Address Line 4:	Nashville, TENNESSEE 37209		
NAME OF SUBMITTER:	Jacob W Neu		
SIGNATURE:	/jacobwneu/		
DATE SIGNED:	04/16/2018		
Total Attachments: 3			
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OP \$40.00 4988748

ASSIGNMENT OF TRADEMARK

THIS TRADEMARK ASSIGNMENT (the "Assignment"), effective as of March 8, 2018, is made by and between Altitude Crop Innovations, LLC, a Delaware limited liability corporation having an address at 1880 Fall River Drive, Suite 100, Loveland, CO 80538 ("Assignor"), and Innvictis Crop Care, LLC a Delaware limited liability corporation having an address at 1880 Fall River Drive, Suite 100, Loveland, CO 80538 ("Assignee").

WHEREAS, Assignor owns all rights to the applications identified in Exhibit A (collectively, the "Marks"); and

WHEREAS, Assignor has agreed to assign and Assignee has agreed to acquire all of Assignor's right, title and interest in and to the Marks, and all variants thereof, both registered and common law, the goodwill of the business symbolized thereby, the right to recover damages and profits for past infringement thereof, and, for any of the applications that are based on Assignor's bona fide intent to use the Marks in commerce, Assignor hereby represents that Assignee is the successor and owner to that portion of Assignor's business to which the applications and corresponding Marks pertain.

NOW, THEREFORE, in consideration of the above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized thereby, including, but not limited to:
 - (a) all rights of any kind whatsoever of Assignor in and to the Marks, along with any and all rights accruing under any applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - (b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (c) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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 and Further Actions.** Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any necessary and proper documents, and the delivery of any files, registrations, or other similar items that are in the possession

of Assignor, to facilitate the transfer and recordation of the Marks into the name of Assignee, or any assignee or successor thereto.

3. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

ASSIGNOR:

Altitude Crop Innovations, LLC

By: Bryant S. Gates

Name: Beverly S. Gates

Title: EVP

ASSIGNEE:

Innvictis Crop Care, LLC

By: Bryant S. Gates

Name: Beverly S. Gates

Title: EVP

EXHIBIT A

TRADEMARK	APPLICATION NO.	REGISTRATION NO.
Voltage Endurx	86/837,134	4,988,748