

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483626

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMVAC ACQUISITION CORPORATION		06/18/2018	Corporation:
RECEIVING PARTY DATA			
Name:	ISHIHARA SANGYO KAISHA, LTD.		
Street Address:	3-15, EDOBORI 1-CHOME, NISHI-KU		
City:	OSAKA		
State/Country:	JAPAN		
Postal Code:	550-0002		
Entity Type:	Corporation: JAPAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5376058	ASTUN	
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:	4403574605		
Email:	allena@iskamericas.com		
Correspondent Name:	AMY ALLEN		
Address Line 1:	7474 AUBURN ROAD		
Address Line 4:	PAINESVILLE, OHIO 44077		
DOMESTIC REPRESENTATIVE			
Name:	KASEY T. INGRAM		
Address Line 1:	7474 AUBURN ROAD		
Address Line 2:	LAW DEPARTMENT		
Address Line 4:	CONCORD, OHIO 44077		
NAME OF SUBMITTER:	AMY ALLEN		
SIGNATURE:	/amy allen/		
DATE SIGNED:	07/27/2018		

OP \$40.00 5376058

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "*Assignment*") is made as of the 18th day of June, 2018 ("*Effective Date*"), by and between AMVAC Acquisition Corporation, a corporation organized and existing under the laws of California with its principal offices at 4695 MacArthur Court, Suite 1200, Newport Beach, California 92660 ("*Assignor*") and Ishihara Sangyo Kaisha, Ltd., a company duly incorporated in Osaka, Japan, having its registered office at 3-15, Edobori 1-chome, Nishi-ku, Osaka 550-0002 Japan ("*Assignee*").

WHEREAS, OHP, Inc. ("*OHP*") was the owner of the trademark and trademark rights of record in the United States as set forth on Exhibit A to this Assignment ("*Assigned Trademark*") and all goodwill associated therewith;

WHEREAS, OHP entered into the Distribution Agreement with ISK Biosciences Corporation ("*IBA*"), a corporation organized and existing under the laws of Delaware, with its principal offices at 7470 Auburn Road, Suite A, Concord, Ohio 44077, as of the 11th day of May, 2017 (the "*Agreement*"), whereby OHP agreed to transfer to Assignee the Assigned Trademark;

WHEREAS, OHP was then acquired by Assignor and transferred all rights to the Assigned Trademark to Assignor with IBA's consent as per the Assignment and Assumption Agreement dated September 22, 2017; and

WHEREAS, as per the obligations of the Agreement between OHP and IBA, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, ownership of the Assigned Trademark.

NOW THEREFORE, in consideration of the above premises and the mutual agreements contained herein-below, Assignor and Assignee have agreed as follows:

Article 1

Assignor does hereby assign, sell and transfer to Assignee, its successors and assigns, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the entire and exclusive right, title and interest in and to the Assigned Trademark, together with the goodwill of the business symbolized by the Assigned Trademark, any registrations therefor, and the right to sue for past, present and future infringements or dilution thereof. This Assignment may be recorded with the proper governmental body in order to perfect the ownership interest of Assignee.

Article 2

Assignor warrants and represents that the Assigned Trademark is existing and valid, and that there are no claim and no infringements as to the Assigned Trademark at the time of the signing of this Assignment.

Article 3

As a full and final compensation for the transfer provided herein, Assignee shall pay to Assignor the sum of one (1) United States dollar within thirty (30) days after the Effective Date.

Article 4

This Assignment shall be governed by and construed according to the laws of the State of Ohio, United States of America.


Article 5

The parties agree as far as possible to use every reasonable effort to settle any dispute or disagreement between them amicably. If in spite of such efforts no such settlement is reached, all disputes resulting from, concerning the validity of, or in connection with this Agreement shall be finally settled by arbitration. Arbitration shall be conducted in Cleveland, Ohio, United States of America under the Rules of Arbitration of the American Arbitration Association. The arbitration must be conducted by one (1) or three (3) arbitrators from the American Arbitration Association. The award of such arbitration shall be final and binding upon both parties. The language to be employed shall be English. The costs involved in the arbitration process (excluding the parties' attorney's fees or in-house administration costs) will be paid by the losing party unless otherwise awarded.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment made effective as of the Effective Date first above written and the signatories hereto warrant and represent that they have the competent authority on behalf of their respective organizations to enter into the obligations of this Assignment.

Assignor:

AMVAC ACQUISITION CORPORATION

By: 
Printed Name: Timothy J. Donnelly
Title: Chief Administrative Officer, General Counsel and Secretary
Date: June 21, 2018

Assignee:

ISHIHARA SANGYO KAISHA, LTD.

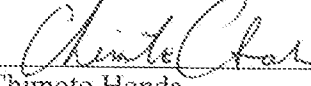
By: 
Printed Name: Chimoto Honda
Title: Director, Senior Managing Executive Officer
Date: JULY 26, 2018

EXHIBIT A
ASSIGNED TRADEMARK

Trademark:	ASTUN
Country of Registration:	United States of America
Registration No.:	5376058
Class:	005
Goods:	Horticultural preparations, namely, fungicides.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

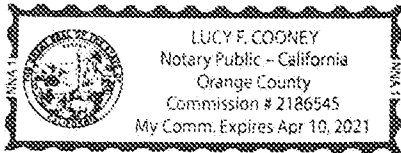
State of California)
County of Orange)

On June 21, 2018 before me, Lucy F. Cooney, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Timothy J. Donnelly
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Trademark Assignment
Document Date: June 18, 2018 Number of Pages: 3
Signer(s) Other Than Named Above: No other signers.

Capacity(ies) Claimed by Signer(s)

Signer's Name: Timothy J. Donnelly
 Corporate Officer -- Title(s): CEO, Gen. Counsel & Secy.
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____