

900451420 05/18/2018

900451420 05/18/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

05/18/2018
900451420

ETAS ID: TM474727

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mr. Arthur C. Abbott		03/29/2018 30	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	Syngenta Seeds, LLC
Street Address:	11055 Wayzata Blvd
City:	Minnetonka
State/Country:	MINNESOTA
Postal Code:	55305
Entity Type:	LLC Corporation- DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2386382	MULTISWEET
Registration Number:	4573285	SRG
Registration Number:	4951662	STAYSRICHGREEN

CORRESPONDENCE DATA

Fax Number: 8044206507
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.
 Phone: 804-420-6000
 Email: charlacher@williamsmullen.com
 Correspondent Name: Christel Harlacher
 Address Line 1: 8300 Greensboro Drive, Suite 1100
 Address Line 4: Tysons, VIRGINIA 22102

NAME OF SUBMITTER:	Christel E. Harlacher
SIGNATURE:	/Christel E. Harlacher/
DATE SIGNED:	05/18/2018

Total Attachments: 6

- source=Atlanta - Trademark Assignment (Executed)#page1.tif
- source=Atlanta - Trademark Assignment (Executed)#page2.tif
- source=Atlanta - Trademark Assignment (Executed)#page3.tif
- source=Atlanta - Trademark Assignment (Executed)#page4.tif

OP \$90.00 2386382

source=Atlanta - Trademark Assignment (Executed)#page5.tif

source=Atlanta - Trademark Assignment (Executed)#page6.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of March 30, 2018 (the "Effective Date"), is made by and among Abbott & Cobb, Inc., a Delaware corporation, and Arthur C. Abbott (each, individually, an "Assignor" and collectively, "Assignors") and Syngenta Seeds, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, the Parties have entered into that certain Sale and Purchase Agreement, dated and effective as of February 26, 2018 ("Purchase Agreement"), pursuant to which each Assignor is required to contribute, assign, convey, grant, and transfer all of its right, title, and interest to, in, and under certain intellectual property to Assignee, including the trademark registrations and applications set forth on Exhibit A attached hereto and incorporated herein by reference (the "Assigned Trademarks"); and

WHEREAS, the parties desire to execute this Assignment pursuant to the terms and conditions of the Purchase Agreement, for filing with the United States Patent and Trademark Office ("USPTO") and the equivalent entities or agencies in any applicable foreign countries.

NOW THEREFORE, in consideration of the foregoing, and the mutual covenants stated herein, and other consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. Transfer of Assigned Trademarks. Each Assignor hereby irrevocably contributes, assigns, conveys, grants, and transfers to Assignee all of such Assignor's right, title, and interest in, to, and under the Assigned Trademarks, together with all (i) unregistered or common law rights in or with respect to any of the foregoing in any jurisdiction, (ii) goodwill associated with each of the foregoing, and (iii) any and all legal actions and rights and remedies at law or in equity for past, current and future infringements, unfair competition, dilution, misappropriation and any other violations with respect thereto, the right to sue for, collect, recover, receive and retain all damages, profits, costs, fees, proceeds and other remedies associated therewith, the right to collect, receive and retain all income, royalties, proceeds, damages, payments now or hereafter due or payable in connection therewith, and all rights to file for and maintain registrations thereof; provided, however, that Assignors shall retain all rights to causes of action, lawsuits, judgments, claims and demands to the extent related to Retained Obligations (as defined in the Purchase Agreement) of the Assignors.

2. Recording of Assignments. Each Assignor hereby authorizes the Commissioner of Patents and Trademarks in the USPTO and the equivalent entities in any applicable foreign countries to record Assignee as the assignee and rightful owner of such registrations and applications.

3. Further Assurances. Upon the request of any party hereto, the other party hereto shall, without further consideration, execute and deliver, or cause to be executed and delivered, such other instruments of contribution, conveyance, transfer, assignment and confirmation, and shall take, or cause to be taken, such further or other actions as the other parties hereto may deem necessary or desirable to carry out the intent and purposes of this Assignment and to consummate and give effect to the transactions contemplated hereby.

4. Assignment; Successors. Except as otherwise expressly provided herein, all covenants and agreements contained in this Assignment by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.

5. Amendment and Modification. This Assignment or any term hereof may be changed, waived, discharged or terminated only by an agreement in writing signed by the party against which such change, waiver, discharge or termination is sought to be enforced.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or e-mail shall be as effective as delivery of a manually executed counterpart of the Assignment.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof) as to all matters, including matters of validity, construction, effect, performance and remedies.

* * * * *

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ABBOTT & COBB, INC.

By: Arthur C. Abbott, Pres.
Name: Arthur C. Abbott
Title: President

State of: Pennsylvania
County of: Bucks County

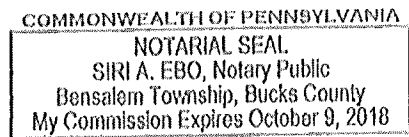
This foregoing instrument was acknowledged and executed before me personally by
Arthur C. Abbott (name of person) as
President (type of authority, e.g., officer, trustee, etc.) of
ABBOTT & COBB, INC. (name of party on behalf of whom instrument was executed).

Witness my hand and official seal this 29 day of March 2018.

(official seal)

Siri A. Ebo
signature of notary public

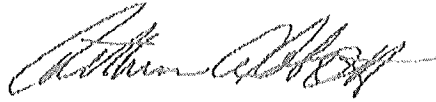
My commission expires: 10/9/2018



Signature Page to Trademark Assignment

727132023 11174285

TRADEMARK
REEL: 006411 FRAME: 0399



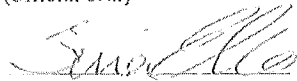
Arthur C. Abbott

State of: Pennsylvania
County of: Bucks County

This foregoing instrument was acknowledged and executed before me personally by
Arthur C. Abbott (name of person) as
_____ (type of authority, e.g., officer, trustee, etc.) of
_____ (name of party on behalf of whom instrument was executed).

Witness my hand and official seal this 29 day of March, 2018.

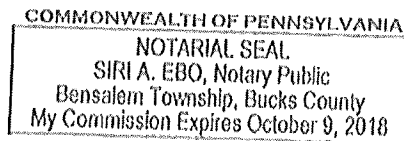
(official seal)



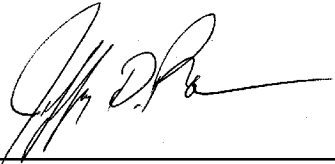
signature of notary public

My commission expires:

10/9/2018



SYNGENTA SEEDS, LLC



By: _____

Name: Jeff Rowe

Title: President Global Seeds,
North America and China

EXHIBIT A
ASSIGNED TRADEMARKS

US Patent #	Mark	Country	Status	Serial #	Issue Date	Reg. #	Reg. Date	Assignee
ABC-4323232323	ABC123	United States of America	Registered	75009732	May 28, 1990	3882833	May 17, 1991	Abbott & Cobb, Inc.
-51-1110001381	SUMMER FLAVOR	United States of America	Registered	342547	Dec 13, 1991	1796573	Oct 19, 1993	Abbott & Cobb, Inc.
ABC-0000002895	FRIDGEE	United States of America	Registered	75205707	Jun 19, 1998	2294239	Nov 23, 1999	Abbott & Cobb, Inc.
-51-1110001487	MULTISWEET	United States of America	Registered	75578231	Oct 16, 1998	2386382	Sep 12, 2000	Arthur C. Abbott
ABC-0000004030	SWEETHEART	United States of America	Registered	75648585	Nov 1, 2005	3172650	Nov 21, 2006	Abbott & Cobb, Inc.
ABC-0000004271	SEED WARE	United States of America	Registered	76674145	Mar 16, 2007	3667080	Aug 11, 2009	Abbott & Cobb, Inc.
ABC-0000004378	SETTING NEW STANDARDS IN VEGETABLE QUALITY	United States of America	Registered	76928147	Mar 16, 2007	3846930	Dec 4, 2007	Abbott & Cobb, Inc.
-51-1110001571	ABBOTT & CO®	United States of America	Registered	7697755	Jun 4, 2009	3730360	Dec 29, 2009	Abbott & Cobb, Inc.
ABC-0000004571	A & C logo design	United States of America	Registered	7697753	Jun 4, 2009	3730359	Dec 23, 2009	Abbott & Cobb, Inc.
ABC-0000004633	SUPERSEEDWARE	United States of America	Registered	76706680	Dec 3, 2009	4060209	Nov 22, 2011	Abbott & Cobb, Inc.
ABC-0000004824	SPW	United States of America	Registered	76702053	Mar 15, 2010	4053071	Nov 8, 2011	Abbott & Cobb, Inc.
ABC-0000004875	H.GLOW	United States of America	Registered	76703633	Jul 2, 2010	4128951	Apr 17, 2011	Abbott & Cobb, Inc.
ABC-0000004937	MULTI-GLOW	United States of America	Registered	76702631	Jul 2, 2010	4128650	Apr 17, 2011	Abbott & Cobb, Inc.
-51-1110001649	PLANTWARE	United States of America	Registered	76707869	Jun 8, 2011	4257355	Dec 11, 2012	Abbott & Cobb, Inc.
ABC-HIGHGLOWS	HIGHGLOWS	United States of America	Registered	82809685	Mar 25, 2013	4829772	Mar 27, 2014	Abbott & Cobb, Inc.
ABC-SPG	SPG	United States of America	Registered	76707877	Mar 25, 2013	4573185	Jul 11, 2014	Arthur C. Abbott
ABC-3TAYSPICNGREEN	3taysPicnGreen	United States of America	Registered	8580782	Mar 26, 2013	4953862	May 3, 2018	Arthur C. Abbott