

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485813

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Legacy Seeds, Inc.		07/30/2018	Corporation: IDAHO
RECEIVING PARTY DATA			
Name:	Legacy Seeds, LLC		
Street Address:	1621 Clarke Ct.		
City:	Greenville		
State/Country:	MICHIGAN		
Postal Code:	48838		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4506272	EARTHBUILDER	
Registration Number:	4610948	FUMARAD	
Registration Number:	4962739	HD	
Registration Number:	4830250	INTEGRITY IN EVERY BAG	
Registration Number:	4358087	LEGACY BRAND	
Registration Number:	5122750	LEGACY SEEDS	
Registration Number:	4426365	PILEDRIVER	
Registration Number:	4819199	RATIONCHOICE	
Registration Number:	4397811	STANDLIFE GENETICS	
Registration Number:	5074967	IT'S ALL ABOUT MORE MILK!	
Registration Number:	5434803	LEGACY SEEDS INTEGRITY. PERFORMANCE. SOL	
Serial Number:	87662126	KLEAN SEED	
CORRESPONDENCE DATA			
Fax Number:	6167423999		
<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:	616-742-3934		
Email:	mbernth@btlaw.com		
Correspondent Name:	Barnes & Thornburg LLP		
Address Line 1:	171 Monroe Avenue, N.W., Suite 1000		
TRADEMARK			

OP \$315.00 4506272

Address Line 4:	Grand Rapids, MICHIGAN 49503
NAME OF SUBMITTER:	Jeffrey A. Michael
SIGNATURE:	/Jeffrey A. Michael/
DATE SIGNED:	08/13/2018
Total Attachments: 4 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif	

EXECUTION COPY

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Trademark Assignment") is made as of July 30, 2018 by and between LEGACY SEEDS, INC., a corporation organized under the laws of Idaho, having an address at 2818 Brandt Avenue, Nampa, ID 83687 ("Assignor"), and LEGACY SEEDS, LLC, a limited liability company organized under the laws of Delaware, having an address at 1621 Clarke Ct., Greenville, Michigan 48838 (the "Assignee").

In connection with the Asset Purchase Agreement, dated as of July 30, 2018 (the "APA"), by and between Assignor and Assignee, in which Assignee has agreed to acquire from the Assignor, and Assignor has agreed to transfer to Assignee, all of the Assignor's right, title and interest in and to (a) the registered trademarks and (b) the common law trademarks, service marks and trade names that constitute "Owned Intellectual Property Assets" under the APA (common trademarks, service marks and trade names and the registered trademarks are collectively referred to as the "Trademarks"). A list of the U.S. registered trademarks to be assigned is attached hereto as Exhibit A.


In exchange for valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee, effective as of the date first set forth above, and Assignee hereby accepts the transfer and assignment of, all of Assignor's entire worldwide right, title and interest in, to and under all Trademarks, including, but not limited to, those identified on the attached Exhibit A, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any such trademark, whether arising prior to or subsequent to the date of this Trademark Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in any jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Trademark Assignment not been made. Assignee is the successor in interest to the ongoing business of Assignor, or that portion of the business to which the Trademarks pertain.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Trademarks in the Assignee and to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A

SCHEDULE OF ASSIGNED REGISTERED TRADEMARKS

Mark	Jurisdiction	App. No.	Reg. No.
EARTHBUILDER	United States	85/667913	4506272
FUMARAD	United States	86/004569	4610948
HD	United States	86/620943	4962739
INTEGRITY IN EVERY BAG	United States	86/451190	4830250
LEGACY BRAND	United States	85/785232	4358087
LEGACY SEEDS	United States	87/042935	5122750
PILEDRIVER	United States	85/668084	4426365
RATIONCHOICE	United States	86/324738	4819199
STANDLIFE GENETICS	United States	85/766437	4397811
IT'S ALL ABOUT MORE MILK!	United States	86/827807	5074967
IT'S ALL ABOUT THE MILK	United States	86/620910 (Abandoned)	N/A
LEGACY GENETICS	United States	78/581324	3386281 (Cancelled)
LEGACY BRAND  Logo LEGACY BRAND	United States	76/156442 (Abandoned)	N/A
LEGACY SEEDS INTEGRITY PERFORMANCE SOLUTIONS	United States	87/493129	5434803
KLEAN SEED	United States	87/662126	NOTICE OF ALLOWANCE ISSUED 7/10/18

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