

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485933

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dickey-john Corporation		08/14/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TSI Incorporated		
Street Address:	500 Cardigan Road		
City:	Shoreview		
State/Country:	MINNESOTA		
Postal Code:	55126		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2183560	CONTROL POINT	
Registration Number:	2231209		
Registration Number:	1029978	DICKEY-JOHN	
Registration Number:	1038741	DICKEY-JOHN	
Registration Number:	0923503	DICKEY-JOHN	
Registration Number:	2877556	GAC	
Registration Number:	1385852	INSTALAB	
Registration Number:	3476260	INTELLIAG	
Registration Number:	3058269	ISPEED	
Registration Number:	2118373	LAND MANAGER	
Registration Number:	3010663	M20P	
Registration Number:	3010662	M-3G	
Registration Number:	1150254	MODEL 919	
Registration Number:	1132135	MOTOMCO	
Registration Number:	1022564	MULTI-GRAIN	
Registration Number:	2219689	SEED MANAGER	
Registration Number:	2231208	SEED SMART	
Registration Number:	1625816	TRI-GRAIN	
Registration Number:	3674257	VIGILENSE	

CH \$490.00 2183560

CORRESPONDENCE DATA**Fax Number:** 6123713207*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:** 612-371-3501**Email:** tmg@ballardspahr.com**Correspondent Name:** MARILYN J. HARGENS**Address Line 1:** 80 South Eighth Street**Address Line 2:** Suite 2000 IDS Center**Address Line 4:** MINNEAPOLIS, MINNESOTA 55402

NAME OF SUBMITTER:	Marilyn J. Hargens
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SIGNATURE:	/Marilyn Hargens/
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DATE SIGNED:	08/14/2018
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Total Attachments: 11

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*"), dated as of the 14th day of August, 2018, is made effective between Dickey-john Corporation, a Delaware Corporation ("*Assignor*") and TSI Incorporated, a Minnesota Corporation ("*Assignee*").

WHEREAS, Assignor, is and has been the owner of the Trademarks listed on Exhibit A attached hereto and incorporated herein by reference (hereinafter the "*Trademarks*"); and

WHEREAS, Assignor, is and has been the owner of all good will and all legal and equitable rights associated with the Trademarks, both at common law and as registered or as registration has been sought in the United States or in any other nation; and

WHEREAS, the Assignor has agreed to assign and does hereby assign to Assignee, all right, title, and interest, in and to, the Trademarks, including all goodwill associated with the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of all of which is hereby acknowledged:

1. Assignor hereby confirms that, as of the date hereof, Assignor has assigned and transferred and does hereby assign and transfer to Assignee, all right, title and interest in and to the Trademarks, including all goodwill associated with the Trademarks, all of the foregoing to be held and enjoyed by Assignee as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor further assigns and transfers to Assignee all of its right, title and interest in and to all claims for damages, accounting of profit and all other legal remedies by reason of past infringement of any of the Trademarks, with the right to sue and collect the same.

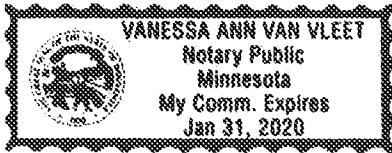
3. Assignor covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this Assignment.

4. Assignor agrees that it will, upon request, and without further consideration, reasonably cooperate with Assignee to do such things and execute such further documents as may be necessary or desirable to record this Assignment and to vest title thereto in Assignee, its successors, assigns and legal representatives or nominees.

5. Assignor further agrees that Assignor will, upon request, without further consideration, promptly provide to Assignee all pertinent facts and documents relating to the rights assigned hereunder as may be known and accessible to Assignor and will promptly execute and deliver to Assignee, or its legal representatives, any and all papers, instruments and affidavits that may be necessary or desirable to enforce such rights or to carry out the purposes hereof. Assignee will pay Assignor's reasonable costs and expenses incurred thereby.

6. This Assignment and all the terms hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, the Assignor caused its duly authorized representative to execute this Assignment effective as of the day and year first written above.



Vanessa Van Vleet

DICKEY-JOHN CORPORATION

By: *Daniel G. Happe*

Name: *Daniel G. Happe*


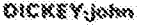
Title: *General Counsel & Secretary*

On this *14* day of *August* 2018, personally appeared *Dan Happe*, to me known and known to be the *General Counsel of TSI Inc.*, and acknowledged that he/she executed the foregoing Assignment.

Vanessa Van Vleet
Notary Public

EXHIBIT A

United States Trademark Registrations

Mark/Name/ AN/RN	Application Date	Registration Date
<u>CONTROL POINT</u> RN: 2183560 SN: 75242404	February 18, 1997	August 25, 1998
<u>Design Only</u>  RN: 2231209 SN: 75309164	June 16, 1997	March 9, 1999
<u>DICKEY-JOHN</u> RN: 1029978 SN: 73051070	May 1, 1975	January 13, 1976
<u>DICKEY-JOHN</u> RN: 1038741 SN: 73062598	September 10, 1975	May 4, 1976
<u>DICKEY-JOHN (Stylized)</u>  RN: 923503 SN: 72357715	April 23, 1970	November 9, 1971
<u>GAC</u> RN: 2877556 SN: 78288088	August 15, 2003	August 24, 2004
<u>INSTALAB</u> RN: 1385852 SN: 73550202	July 26, 1985	March 11, 1986
<u>INTELLIAG</u> RN: 3476260 SN: 77358481	December 21, 2007	July 29, 2008
<u>ISPEED</u>	July 28, 2004	February 7, 2006

Mark/Name/ AN/RN	Application Date	Registration Date
RN: 3058269 SN: 78457961		
<u>LAND MANAGER</u> RN: 2118373 SN: 75067561	March 5, 1996	December 2, 1997
<u>M20P</u> RN: 3010663 SN: 78369927	February 18, 2004	November 1, 2005
<u>M-3G</u> RN: 3010662 SN: 78369919	February 18, 2004	November 1, 2005
<u>MODEL 919</u> RN: 1150254 SN: 73166307	April 14, 1978	April 7, 1981
<u>MOTOMCO</u> RN: 1132135 SN: 73196303	December 11, 1978	April 1, 1980
<u>MULTI-GRAIN</u> RN: 1022564 SN: 73035486	October 25, 1974	October 14, 1975
<u>SEED MANAGER</u> RN: 2219689 SN: 75309163	June 16, 1997	January 19, 1999
<u>SEED SMART</u> RN: 2231208 SN: 75308185	June 13, 1997	March 9, 1999
<u>TRI-GRAIN</u> RN: 1625816 SN: 74037248	March 12, 1990	December 4, 1990
<u>VIGILENSE</u> RN: 3674257 SN: 77554721	August 25, 2008	August 25, 2009

Foreign Trademark Registrations

ARGENTINA:

Mark/Name	Registration No.	Registration Date
DESIGN HEXAGON	1708080	12/4/1998
DICKEY-JOHN stylized	1703545	10/20/1978
GAC	2045052	9/30/2005
INTELLIAG	2280583	4/7/2009
M-20P	205644	12/7/2005
M-3G	205643	12/7/2005
SEED MANAGER	1708344	12/4/1998

AUSTRALIA:

Mark/Name	Registration No.	Registration Date
DESIGN HEXAGON	A745539	10/31/1997
GAC	984987	5/26/2004
INSTALAB	907195	12/5/2006
INTELLIAG	958919	3/8/2008
SEED MANAGER	745551	10/1/1997
SEED SMART	741692	8/31/1998
VIGILENSE	980203	9/22/2008

BELELUX:

Mark/Name	Registration No.	Registration Date
DICKEY-JOHN	336601	3/2/1976

BRAZIL

Mark/Name	Registration No.	Registration Date
DICKEY-JOHN	6463460	9/25/1976
GAC	826231535	12/11/2007
INTELLIAG	829917.110	11/2/2010
M-20P	826479073	5/10/2004
SEED MANAGER	820428671	11/22/2011
SEED SMART	820250376	11/9/1999
VIGILENSE	830070249	12/14/2010

CANADA

Mark/Name	Registration No.	Registration Date
CONTROL POINT	TMA506921	1/21/1999
DESIGN HEXAGON	TMA511428	5/3/1999
DICKEY-JOHN	224099	11/10/1977
DICKEY-JOHN	186674	11/17/1972
GAC	640547	5/26/2005
M-20P	632346	2/9/2005
M-3G	632828	2/9/2005
VIGILENSE	TMA359890	9/1/1989

CHINA

Mark/Name	Registration No.	Registration Date
DESIGN HEXAGON	TMA511428	5/3/1999
GAC	640547	5/26/2005
M-20P	632346	2/9/2005
M-3G	632828	2/9/2005
VIGILENSE	980203	9/22/2008

COLUMBIA

Mark/Name	Registration No.	Registration Date
INTELLIAG	367.447	11/28/2008

ECUADOR

Mark/Name	Registration No.	Registration Date
INTELLIAG	566-09	11/25/2008

EUROPEAN UNION

Mark/Name	Registration No.	Registration Date
DESIGN HEXAGON	646836	11/18/1999
DICKEY-JOHN	908913	12/5/2006
GAC	3618436	6/23/2005
INSTALAB	907195	12/5/2006
INTELLIAG	958919	3/7/2008
LAND MANAGER	726737	6/8/1999
PCS	715086	5/5/2000
SEED CHECK	1164722	5/11/2004
SEED MANAGER	646885	8/2/2000
SEED SMART	614305	5/5/2000
VIGILENSE	980203	9/22/2008

HUNGARY

Mark/Name	Registration No.	Registration Date
DESIGN HEXAGON	152487	6/22/1998

INDIA

Mark/Name	Registration No.	Registration Date
DICKEY-JOHN	513521	12/15/2006
GAC	1513520	12/15/2006
INSTALAB	1513520	12/14/2006

JAPAN

Mark/Name	Registration No.	Registration Date
DICKEY-JOHN	2451602	9/30/1992
GAC III	2131431	4/28/1989
INSTALAB	2168442	9/29/1989
INTELLIAG	958919	3/10/2008
VIGILENSE	980203	9/22/2008

KAZAKHISTAN

Mark/Name	Registration No.	Registration Date
DICKEY-JOHN	26031	8/11/2008
GAC	26033	8/11/2008
INSTALAB	26032	8/11/2008
INTELLIAG	26032	8/11/2008

MEXICO

Mark/Name	Registration No.	Registration Date
DICKEY-JOHN & Design	206834	10/1/1977
DESIGN HEXAGON	635097	3/23/2004
GAC	826106	1/20/2024
SEED MANAGER	572923	3/26/1998
SEED SMART	479200	6/26/1988

NEW ZEALAND

Mark/Name	Registration No.	Registration Date
DICKEY-JOHN	113682	11/3/1975
INSTALAB	760307	12/07/2006
INTELLIAG	786853	12/21/2007
VIGILENSE	796566	9/24/2008

NORWAY

Mark/Name	Registration No.	Registration Date
DICKEY-JOHN	908913	12/5/2006
GAC	907191	12/05/2006
INSTALAB	907195	12/05/2006
INTELLIAG	958919	3/12/2008
VIGILENSE	980203	9/22/2008

PARAGUAY

Mark/Name	Registration No.	Registration Date
INTELLIAG	333027	5/31/2010

RUSSIA

Mark/Name	Registration No.	Registration Date
DICKEY-JOHN	908913	12/5/2006
DESIGN HEXAGON	173069	3/17/1999
GAC	907191	12/5/2006
INSTALAB	907195	12/5/2006
INTELLIAG	958919	3/13/2008
VIGILENSE	980203	9/22/2008

SOUTH AFRICA

Mark/Name	Registration No.	Registration Date
DESIGN HEXAGON	B1997/15293	10/9/1997
DICKEY-JOHN	B1976/3844	11/11/1977
GAC	2006/30014	2/5/2010
INSTALAB	2006/30013	2/5/2010
INTELLIAG	2008/07312	8/5/2010
VIGILENSE	2008/22580	11/22/2010

SWITZERLAND

Mark/Name	Registration No.	Registration Date
DICKEY-JOHN	113682	11/3/1975
GAC	907191	12/5/2006
INSTALAB	907195	12/5/2006
INTELLIAG	958919	3/14/2008
VIGILENSE	980203	9/22/2008

TURKEY

Mark/Name	Registration No.	Registration Date
DICKEY-JOHN		
GAC	907191	12/5/2006
INSTALAB	907195	12/5/2006

UKRAINE

Mark/Name	Registration No.	Registration Date
DICKEY-JOHN	113682	11/3/1975
DESIGN HEXAGON	20296	8/15/2001
GAC	907191	12/5/2006
INSTALAB	907195	12/5/2006
INTELLIAG	958919	3/14/2008
VIGILENSE	980203	9/22/2008

URUGUAY

Mark/Name	Registration No.	Registration Date
INTELLIAG	390.53	11/3/2009
VIGILENSE	396353	2/2/2011

UZBEKISTAN

Mark/Name	Registration No.	Registration Date
INTELLIAG	958919	3/14/2008
VIGILENSE	980203	9/22/2008

VENEZUELA

Mark/Name	Registration No.	Registration Date
INTELLIAG	958919	3/14/2008