

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM489533

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
La Crosse Forage & Turf Seed, LLC		06/29/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	La Crosse Seed LLC		
Street Address:	1 Greenfield Road, Box 304		
Internal Address:	c/o DLF Pickseed Canada Inc.		
City:	Lindsay, Ontario		
State/Country:	CANADA		
Postal Code:	K9V 4S3		
Entity Type:	Limited Liability Company: OREGON		
PROPERTY NUMBERS Total: 41			
Property Type	Number	Word Mark	
Registration Number:	4101272	COVER CROP SOLUTIONS SOIL IS MEANT TO BE	
Registration Number:	4120499	TILLAGE RADISH AND THE ORIGINAL AND ONLY	
Registration Number:	3488545	FORAGE FIRST	
Registration Number:	3595830	BLUE CARPET	
Registration Number:	2319482	BRIER RIDGE	
Registration Number:	3942380	COVER CROP SOLUTIONS	
Registration Number:	4999849	COVERFLEX	
Registration Number:	5059571	CROSSECOAT	
Registration Number:	1716250	EARTHCARPET	
Registration Number:	3062190	FORAGE FIRST	
Registration Number:	3369994	GREEN RESISTOR	
Registration Number:	1700733	MADISON PARKS	
Registration Number:	1844622	MICHIGAN GREEN	
Registration Number:	4984392	NATIVES FIRST	
Registration Number:	2040231	PARKPLACE	
Registration Number:	3437262	RED CARPET	
Registration Number:	3607118	REPRIEVE	
Registration Number:	3613601	RYTE RYE	
TRADEMARK			

OP \$1040.00 4101272

Property Type	Number	Word Mark
Registration Number:	1699302	SHADY PLACE
Registration Number:	4534542	SOIL FIRST
Registration Number:	4485163	SOIL IS MEANT TO BE COVERED
Registration Number:	3595828	SPARTAN
Registration Number:	5054098	SUCCESS STARTS FROM THE GROUND UP
Registration Number:	5371934	SUMMER SELECT
Registration Number:	3369899	SUNNY PLACE
Registration Number:	3326668	THE SCIENCE IS IN THE SEED
Registration Number:	3759860	TILLAGE RADISH
Registration Number:	4544074	TILLAGE ROOTMAX
Registration Number:	4545403	TILLAGE SUNN
Registration Number:	4631818	TILLAGEMAX CHARLOTTE
Registration Number:	4449849	TILLAGEMAX DAYTONA
Registration Number:	4631819	TILLAGEMAX DOVER
Registration Number:	4556791	TILLAGEMAX HOMESTEAD
Registration Number:	4326701	TILLAGEMAX INDY
Registration Number:	4631814	TILLAGEMAX TALLADEGA
Registration Number:	2695593	TUFF STUFF
Registration Number:	1708515	VELVETREAD
Registration Number:	4554288	VERSA GRASS
Registration Number:	3613600	WATERTIGHT
Registration Number:	3595829	WEAR-N-TEAR
Serial Number:	86671659	COLDSNAP ANNUAL RYEGRASS

CORRESPONDENCE DATA

Fax Number: 5037782200

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: 206.223.7380

Email: trademarks@lanepowell.com

Correspondent Name: Peter Becker

Address Line 1: 601 SW Second Ave., Ste. 2100

Address Line 4: Portland, OREGON 97204

NAME OF SUBMITTER:	Peter Becker
SIGNATURE:	/Peter Becker/
DATE SIGNED:	09/11/2018

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), effective as of June 29, 2018 (the "Effective Date"), is made by and between La Crosse Forage & Turf Seed, LLC, a Delaware limited liability company ("Seller"), in favor of La Crosse Seed LLC, an Oregon limited liability company ("Purchaser"), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement dated as of the Effective Date, by and among Seller, Purchaser, Rural American Fund I, L.P., a Delaware limited partnership, LFT Holdings, Inc., a Wisconsin corporation, and Paul Curran (the "Purchase Agreement").

RECITALS

A. This IP Assignment is executed and delivered in connection with the Purchase Agreement. All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

B. Pursuant to the terms of the Purchase Agreement, Seller has agreed to convey, transfer, and assign to Purchaser, among other assets, all of the Seller's right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises, covenants, representations, and warranties contained herein and in the Purchase Agreement, the mutual benefits to be derived herefrom and therefrom, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Purchaser, and Purchaser hereby accepts, all of Seller's right, title, and interest in and to the following (collectively, the "Assigned IP"):

- a. All Intellectual Property, including, without limitation, the Intellectual Property set forth on Exhibit A attached hereto;
- b. All claims, demands, and rights of action, both statutory and based upon common law, that Seller has or might have by reason of any infringement of any Intellectual Property, whether accruing prior to, on, or after the Effective Date, 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;
- c. All rights of any kind whatsoever of Seller accruing under the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and

- d. Any and all royalties, fees, income, payments, and other proceeds now or hereafter due and/or payable under and with respect to any of the Intellectual Property.
2. Further Actions. Following the date hereof, Seller shall take such commercially reasonable steps and actions, and provide such commercially reasonable cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Purchaser, or any assignee or successor thereto.
3. Terms of the Purchase Agreement. This IP Assignment is made subject to the Purchase Agreement, and the terms thereof, including but not limited to the representations, warranties, covenants, and agreements therein relating to the Assigned IP. In the event of any conflict or inconsistency between the terms of the Purchase Agreement, including the representations, warranties, covenants, agreements, and indemnities contained therein, and the terms hereof, the terms of the Purchase Agreement shall govern.
4. Successors and Assigns. This IP Assignment shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns. No person other than the parties hereto and their respective successors and assigns shall have any rights under this IP Assignment.
5. Governing Law. This IP Assignment shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).
6. Counterparts. This IP Assignment may be executed in two or more counterparts, each of which shall be considered an original and all of which, taken together, shall be deemed to be one and the same instrument.
7. Notices. All notices, requests, demands, and other communications made in connection with this IP Assignment must be in writing and addressed to the recipient's address set forth below, or at such other address as either party directs the other by notice in the manner described in this Section 7:

If to Purchaser:

Address: La Crosse Seed LLC
c/o DLF Pickseed Canada Inc.
1 Greenfield Road
Box 304
Lindsay, ON
K9V 4S3
Attention: Robert Clark
Fax:
Email: rclark@pickseed.com

In each case with a copy (which shall not constitute notice) to:

Address: Lane Powell PC
1420 Fifth Avenue, Suite 4200
Seattle, WA 98101
Attention: Paige L. Davis
Fax: 206-223-7107
Email: davispl@lanepowell.com

If to Seller:

Address: Rural American Fund I, L.P.
115 South LaSalle Street, Suite 2920
Chicago, Illinois 60603
Attention: Thomas S. Karlson
Fax: 312-750-0672
Email: tkarlson@raflp.com

In each case with a copy (which shall not constitute notice) to:

Address: Gould & Ratner LLP
222 North LaSalle Street, Suite 800
Chicago, Illinois 60601
Attention: Fredric D. Tannenbaum
Fax No: 312-236-3241
Email: ftannenbaum@gouldratner.com

Any such communication will be deemed to have been duly given (a) on the day following overnight delivery by an internationally recognized carrier; (b) on the third day after the date mailed by first-class, registered, or certified mail, return receipt requested, postage prepaid; (c) on the date delivered by courier or hand delivery; or (d) if, transmitted by electronic mail, on the business day on which the sender's electronic receipt confirms delivery of such electronic mail.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the Effective Date.

SELLER:

PURCHASER:

LA CROSSE FORAGE & TURF SEED, LLC

LA CROSSE SEED LLC

By: _____
Name: Thomas S. Karlson
Title: Managing Director

By: Robert Clark
Name: Robert Clark
Title: Authorized Signatory

[Signature Page to Intellectual Property Assignment Agreement]

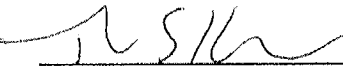
IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the Effective Date.

SELLER:

PURCHASER:

LA CROSSE FORAGE & TURF SEED, LLC

LA CROSSE SEED LLC




By: 
Name: Thomas S. Karlson
Title: Managing Director

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Assignment Agreement]

EXHIBIT A

See attached.

Trademark	Registration No.	Registration Date	Registrant
	4101272	02/21/2012	LaCrosse Forage & Turf Seed, LLC
	4120499	04/03/2012	LaCrosse Forage & Turf Seed, LLC
	3488545	08/19/2008	LaCrosse Forage & Turf Seed, LLC
Blue Carpet	3595830	03/24/2009	LaCrosse Forage & Turf Seed, LLC
Brier Ridge	2319482	02/15/2000	LaCrosse Forage & Turf Seed, LLC
Cover Crop Solutions	3942380	04/05/2011	LaCrosse Forage & Turf Seed, LLC
CoverFlex	4999849	07/12/2016	LaCrosse Forage & Turf Seed, LLC
CrosseCoat	5059571	10/11/2016	LaCrosse Forage & Turf Seed, LLC
EarthCarpet	1716250	09/15/1992	LaCrosse Forage & Turf Seed, LLC
Forage First	3062190	02/28/2006	LaCrosse Forage & Turf Seed, LLC
Green Resistor	3369994	01/18/2008	LaCrosse Forage & Turf Seed, LLC
Madison Parks	1700733	07/14/1992	LaCrosse Forage & Turf Seed, LLC
Michigan Green	1844622	07/12/1994	LaCrosse Forage & Turf Seed, LLC
Natives First	4984392	06/21/2016	LaCrosse Forage & Turf Seed, LLC
ParkPlace	2040231	02/25/1997	LaCrosse Forage & Turf Seed, LLC
Red Carpet	3437262	03/27/2008	LaCrosse Forage & Turf Seed, LLC
Reprieve	3607118	04/14/2009	LaCrosse Forage & Turf Seed, LLC
Ryte Rye	3613601	04/28/2009	LaCrosse Forage & Turf Seed, LLC
Shady Place	1699302	07/07/1992	LaCrosse Forage & Turf Seed, LLC
Soil First	4534542	05/20/2014	La Crosse Forage & Turf Seed, LLC
Soil Is Meant To Be Covered	4485163	02/18/2014	LaCrosse Forage & Turf Seed, LLC

Trademark	Registration No.	Registration Date	Registrant
Spartan	3595828	03/24/2009	LaCrosse Forage & Turf Seed, LLC
Success Starts From The Ground Up	5054098	10/04/2016	La Crosse Forage & Turf Seed, LLC
Summer Select	5371934	01/02/2018	LaCrosse Forage & Turf Seed, LLC
Sunny Place	3369899	01/15/2008	LaCrosse Forage & Turf Seed, LLC
The Science Is In The Seed	3326668	10/30/2007	La Crosse Forage & Turf Seed, LLC
Tillage Radish	3759860	03/16/2010	LaCrosse Forage & Turf Seed, LLC
Tillage RootMax	4544074	06/03/2014	LaCrosse Forage & Turf Seed, LLC
Tillage Sunn	4545403	06/03/2014	LaCrosse Forage & Turf Seed, LLC
TillageMax Charlotte	4631818	11/04/2014	LaCrosse Forage & Turf Seed, LLC
TillageMax Daytona	4449849	12/17/2013	LaCrosse Forage & Turf Seed, LLC
TillageMax Dover	4631819	11/04/2014	LaCrosse Forage & Turf Seed, LLC
TillageMax Homestead	4556791	06/24/2014	LaCrosse Forage & Turf Seed, LLC
TillageMax Indy	4326701	04/30/2013	LaCrosse Forage & Turf Seed, LLC
TillageMax Talladega	4631814	11/04/2014	LaCrosse Forage & Turf Seed, LLC
Tuff Stuff	2695593	03/11/2003	LaCrosse Forage & Turf Seed, LLC
Velvetread	1708515	08/18/1992	LaCrosse Forage & Turf Seed, LLC
Versa Grass	4554288	06/24/2014	La Crosse Forage & Turf Seed, LLC
WaterTight	3613600	04/28/2009	LaCrosse Forage & Turf Seed, LLC
Wear-N-Tear	3595829	03/24/2009	LaCrosse Forage & Turf Seed, LLC
ColdSnap Annual Ryegrass	86671659	06/23/2015	LaCrosse Forage & Turf Seed, LLC