

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495022

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BASF Corporation		06/29/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HELM Agro US, Inc.		
Street Address:	401 E. Jackson Street, Suite 1400		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33602		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2439341	EXTREME	
CORRESPONDENCE DATA			
Fax Number:	2128135901		
<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:	2128135900		
Email:	jferraro@frosszelnick.com		
Correspondent Name:	Joyce M. Ferraro		
Address Line 1:	4 Times Square 17th Floor		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	BASC 0512508		
NAME OF SUBMITTER:	Joyce M. Ferraro		
SIGNATURE:	/jmf/		
DATE SIGNED:	10/23/2018		
Total Attachments: 5			
source=EXTREME - Assignment from BASF Corporation to HELM Agro US, Inc. (Executed) (F2793070x96B9E)#page1.tif			
source=EXTREME - Assignment from BASF Corporation to HELM Agro US, Inc. (Executed) (F2793070x96B9E)#page2.tif			
source=EXTREME - Assignment from BASF Corporation to HELM Agro US, Inc. (Executed) (F2793070x96B9E)#page3.tif			

CH \$40.00 2439341

source=EXTREME - Assignment from BASF Corporation to HELM Agro US, Inc. (Executed)
(F2793070x96B9E)#page4.tif

source=EXTREME - Assignment from BASF Corporation to HELM Agro US, Inc. (Executed)
(F2793070x96B9E)#page5.tif

EXHIBIT A

TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Agreement”) is made and entered into as of this ___ day of June, 2018, by and between BASF Corporation, a Delaware corporation with offices at 26 Davis Drive, Research Triangle Park, North Carolina 27709 (“Assignor”) and HELM Agro US, Inc., a Tennessee corporation with offices at 401 E. Jackson Street, Suite 1400, Tampa, Florida 33602 (“Assignee”).

Assignor and Assignee may be individually referred to as a “Party” and collectively referred to as the “Parties” within this License Agreement.

RECITALS

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated of even date herewith (the “APA”);

WHEREAS, in connection with the transactions contemplated by the APA, Assignor wishes to assign to Assignee its entire right, title and interest in and to the trademark registration listed on Exhibit A (the “Trademark”), along with the goodwill of the business symbolized thereby, the corresponding logo and marketing materials and Assignor’s copyrighted label (including content and layout, however, excluding any BASF proprietary marks other than those explicitly disclosed herein); and

WHEREAS, Assignor and Assignee wish to document the formal assignment to Assignee of the Assignor’s right, title and interest in and to the Trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound hereby, agree to the foregoing and as follows:

Section 1. **Definitions.** Capitalized terms used but not defined herein shall have those meanings assigned to them in the APA.

Section 2. **Trademark Assignment.** Subject to the terms and conditions of the APA, including the limited license back provisions of **Section 2.01(h)** of the APA, Assignor hereby conveys, transfers, and assigns to Assignee all of its right, title and interest in and to the Trademark, the corresponding logo and marketing materials and Assignor’s copyrighted label (including content and layout, however, excluding any BASF proprietary marks other than those explicitly disclosed herein) together with all claims that can or may be asserted by Assignor arising out of or relating to the use or ownership of the Trademark. Assignee shall have the right to use and modify Assignor’s copyrighted Extreme® Herbicide Product label materials (attached as Exhibit E to the APA).

Section 3. **Maintenance of the Trademark.** After execution of this Agreement by the Parties, Assignee shall be solely responsible for the pursuance and maintenance of the Trademark; in particular, Assignee shall be responsible for all payments of maintenance fees, official fees, etc. which may be come due after execution of the Agreement. Assignee shall be responsible for registering the assignment of the Trademark with the United States Patent and Trademark Office and payment of official fees for recordation.

Section 4. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

Section 5. **Rights Cumulative; Conflict With APA.** The rights, duties and obligations of the Parties hereunder shall be cumulative and in addition to the rights, duties and obligations of the Parties under the APA. Nothing herein shall be deemed to limit the rights, duties and obligations of the Parties under the APA and, to the extent of any conflict between the terms and conditions of this Agreement and the terms and conditions of the APA, the terms and conditions of the APA shall govern, supersede, and prevail.

Section 6. **Expenses.** Except as otherwise expressly provided herein, each of the Parties hereto shall be responsible for the payment of its own respective costs and expenses incurred in connection with the negotiations leading up to and the performance of its respective obligations pursuant to this Agreement, including the fees of any attorneys, accountants, brokers or advisors employed or retained by or on behalf of such Party.

Section 7. **Notices.** All notices and other communications to be given under the terms of this Agreement or which any of the Parties desire to give hereunder shall be in writing and shall be made in accordance with **Section 10.01** (Notices) of the APA.

Section 8. **Headings.** The descriptive headings of the several Articles and Sections of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered, in person or by facsimile, or by electronic image scan, receipt acknowledged, to the other Party hereto.

Section 10. **Integrated Contract.** This Agreement, together with the APA and the other agreements executed in connection therewith, including the schedules, exhibits and annexes hereto and thereto, constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and supersede any previous agreements and understandings between the Parties with respect to such matters. All Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 11. **Severability; Enforcement.** The invalidity, illegality or unenforceability of any portion hereof shall not affect the validity, force or effect of the remaining portions hereof.

If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, each Party agrees that a court of competent jurisdiction may enforce such restriction to the maximum extent permitted by law, and each Party hereby consents and agrees that such scope may be judicially modified accordingly in any proceeding brought to enforce such restriction.

Section 12. **Governing Law & Dispute Resolution.** This Agreement and disputes relating hereto (whether for breach of contract, tortious conduct, or otherwise) shall be governed and construed in accordance with the laws of the State of Delaware, without reference to its conflicts of law principles, and disputes shall be resolved in the matter set forth in **Section 10.06** and **Section 10.07** of the APA.

Section 13. **Amendments.** This Agreement may be amended, modified, superseded or canceled and any of the provisions hereof may be waived only by an instrument in writing signed by each of the Parties hereto or, in the case of a waiver, by or on behalf of the Party waiving compliance.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ASSIGNEE

HELM AGRO US, INC.

By: _____

Title: _____

Date: _____

ASSIGNOR

BASF CORPORATION

By: [Signature]

Title: Senior Vice President

Date: 6/29/2018



29/6/2018 | 16:33 EDT

If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, each Party agrees that a court of competent jurisdiction may enforce such restriction to the maximum extent permitted by law, and each Party hereby consents and agrees that such scope may be judicially modified accordingly in any proceeding brought to enforce such restriction.

Section 12. **Governing Law & Dispute Resolution.** This Agreement and disputes relating hereto (whether for breach of contract, tortious conduct, or otherwise) shall be governed and construed in accordance with the laws of the State of Delaware, without reference to its conflicts of law principles, and disputes shall be resolved in the matter set forth in Section 10.06 and Section 10.07 of the APA.

Section 13. **Amendments.** This Agreement may be amended, modified, superseded or canceled and any of the provisions hereof may be waived only by an instrument in writing signed by each of the Parties hereto or, in the case of a waiver, by or on behalf of the Party waiving compliance.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ASSIGNEE

ASSIGNOR

HELM AGRO US, INC.

BASF CORPORATION

By: 

By: _____

Title: President

Title: _____

Date: 6/29/18

Date: _____

EXHIBIT A

BASF CORPORATION TRADEMARKS

Trademark	Country	Registration Number
EXTREME	United States	2439341