

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498246

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	09/14/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chromatin, Inc.		10/25/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	S&W SEED COMPANY		
Street Address:	106 K Street, Suite 300		
City:	Sacramento		
State/Country:	CALIFORNIA		
Postal Code:	95814		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4912235	BMR PRODUCTION PLUS	
Registration Number:	4618263		
Registration Number:	4610368	CUSTOMIZED BY CHROMATIN RENEWABLE BY NAT	
Registration Number:	4610369	CUSTOMIZED BY CHROMATIN RENEWABLE BY NAT	
Registration Number:	4706608	DON'T SETTLE FOR LESS	
Registration Number:	3837689		
Registration Number:	4917080	NUTRI+PLUS BMR	
Registration Number:	4917079	NUTRI+PLUS BMR	
Serial Number:	87093295	POWERED BY CHROMATIN	
Registration Number:	4907319	PRODUCTION PLUS	
Registration Number:	4821416	PRODUCTIONPLUS	
Registration Number:	4973464	RESTORE	
Registration Number:	4978344		
Registration Number:	2653396	SORGHUM PARTNERS	
Registration Number:	3082785	SORGHUM PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2028427800
Email: mobleysg@cooley.com
Correspondent Name: Peter J. Willsey, Cooley LLP
Address Line 1: 1299 Pennsylvania Avenue, NW, Suite 700
Address Line 4: Washington, D.C. 20004

NAME OF SUBMITTER:	Susan Mobley, Paralegal Cooley LLP
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SIGNATURE:	/Susan Mobley/
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DATE SIGNED:	11/14/2018
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Total Attachments: 8

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this “**Assignment**”) is made as of October 25, 2018, by NOVO ADVISORS f/k/a Novo Turnaround Advisory Group Inc., a Colorado corporation, solely in its capacity as the receiver (“**Receiver**”) for, and on behalf of, Chromatin, Inc., a Delaware corporation, Chromatin Germplasm, LLC, a Delaware limited liability company, Chromatin Holding, LLC, a Delaware limited liability company, Marathon Ag Services, LLC, a Delaware limited liability company, Chromatin Farms, LLC, a Delaware limited liability company, and Global Sorghum Solutions, LLC, a Delaware limited liability company formerly known as Sorghum Partners, LLC (each of the foregoing being collectively referred to as “**Debtors**” and each, individually, a “**Debtor**”) (the Receiver, for, and on behalf of, the Debtors, the “**Assignor**”), and S&W SEED COMPANY, a Nevada corporation (“**Assignee**”).

BACKGROUND

A. Assignor has the right to assign to Assignee all of Debtors’ right, title and interest in, to and under all of the trademarks identified on Schedule A attached hereto and incorporated herein by reference, including the listed trademark applications and registrations for the same (the “**Trademarks**”).

B. Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of September 14, 2018 (together with the Exhibits and Schedules thereto, the “**Purchase Agreement**”), providing for, among other things, the sale, transfer, conveyance, assignment and delivery by Assignor to Assignee, as successor-in-interest to the Debtors, of substantially all of the assets of Debtors, including the Trademarks, on the terms and conditions set forth therein.

C. Pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to assign, transfer and convey to Assignee all right, title and interest of Debtors in, to and under the Trademarks in accordance with the terms and conditions of this Assignment.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the parties hereto agree as follows:

1. Incorporation of Background. The Background provisions set forth above (including, without limitation, all defined terms set forth therein) are hereby incorporated by reference to this Assignment as if set forth in their entirety in this Section 1.

2. Assignment. Assignor hereby assigns, transfers, conveys and sets over unto Assignee all of the right, title and interest of Debtors in, to and under the Trademarks, together with all of the goodwill of the business associated with the use thereof and symbolized thereby, and the right to sue and collect damages for any and all past and future infringements thereof.

3. Further Actions. From time to time after the date hereof, and without further consideration, Assignor shall execute and deliver such documents and instruments as Assignee, or its counsel, may reasonably request in order to permit Assignee to perfect and record Assignee's ownership rights in the Trademarks. For the avoidance of doubt, Assignor's obligations under this Section 3 shall continue only so long as Assignor remains the Court-appointed receiver for any Debtor. Aside from the foregoing in this Section 3, this Assignment shall not be construed to enhance, extend or limit the rights or obligations of the parties under the Purchase Agreement and, to the extent any provision of this Assignment is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

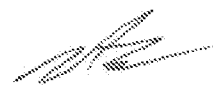
4. Counterparts. This Assignment may be executed in any number of counterparts, and with counterpart signature pages, including facsimile counterpart signature pages and counterpart signature pages in "portable document format" (.pdf), all of which together shall for all purposes constitute one assignment notwithstanding that all parties have not signed the same counterpart.

5. Successors and Assigns. This Assignment, and all of the terms, covenants and provisions hereof, shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this instrument.

NOVO ADVISORS, solely in its capacity as
the Receiver for, and on behalf of, the
Debtors

By: 
Name: Michael A Rogano
Title: Authorized Signatory

STATE OF IL)
) SS.
COUNTY OF Kane)

On this date, the person executing this document, who acknowledged himself to be Michael A Rogano, the Authorized Signatory of Novo Advisors, a Colorado corporation, with the authority to execute the same, personally appeared before me and executed the document in my presence.

Subscribed and sworn to before me this 20th day of October, 2018.




Notary Public
My Commission Expires: 5/11/2020

Accepted by:

S&W SEED COMPANY

By: _____
Name:
Title:

Signature Page to Assignment of Trademarks

SCHEDULE A

TRADEMARKS

I. MARKS OWNED BY CHROMATIN INC.

1. SORGHUM PARTNERS (Word Mark)

Country	Status	Serial No.	Filing Date	Reg No.	Reg Date
US	Registered	76157622	11-02-2000	2653396	11-26-2002
US-Texas	Registered	6027017	04-18-2001	6027017	04-18-2001
Algeria	Registered	DZ/T/2015/004735	10-14-2015	1/096363	02-13-2017
Australia	Registered	1771667	05-19-2016	1771667	02-10-2017
Bolivia	Pending	SM-002068-2017	05-05-2017		
Mexico	Pending	0119851569109	1-20-2015		
Pakistan	Pending	398750	10-05-2015		
Rep of Korea	Registered	402015000075281	10-14-2015	401179741	05-20-2016
Uganda	Registered	T/2016/055099	03-10-2016	55099	05-22-2017

2. GRAIN LOGO (Design)

Country	Status	Serial No.	Filing Date	Reg No.	Reg Date
US	Registered	77917870	01-22-2010	3837689	08-24-2010

3. SORGHUM PARTNERS (Word Mark and Design)

Country	Status	Serial No.	Filing Date	Reg No.	Reg Date
US	Registered	78625743	05-09-2005	3082785	04-18-2006
Algeria	Registered	DZ/T/2015/004736	10-14-2015	1/096364	02-13-2017
Argentina	Granted	3598227	04-25-2017	2955464	09-13-2018
Australia	Registered	1771670	05-19-2016	1771670	02-10-2017
Brazil	Published	912674989	05-05-2017		
Mexico	Registered	0119851726042	03-15-2016	1648064	06-20-2016
Pakistan	Pending	398751	10-05-2015		
Paraguay	Pending	1727628	05-08-2017		
Rep of Korea	Registered	402015000075382	10-14-2015	401182328	06-02-2016
Uganda	Registered	T/2016/055100	03-10-2016	55100	03-10-2016
Uruguay	Published	483522	05-03-2017		

4. CUSTOMIZED BY CHROMATIN RENEWABLE BY NATURE (Word Mark)

Country	Status	Serial No.	Filing Date	Reg No.	Reg Date
US	Registered	85781617	11-16-2012	4610368	09-23-2014
US	Registered	85781623	11-16-2012	4610369	09-23-2014

5. RAINDROP LOGO (Design)

Country	Status	Serial No.	Filing Date	Reg No.	Reg Date
US	Registered	85913617	04-24-2013	4618263	10-07-2014
Argentina	Granted	3598223	04-25-2017	2956742	09-18-2018
Argentina	Published	3598224	04-25-2017		
Paraguay	Pending	1727630	05-08-2017	465342	07-11-2018
Paraguay	Pending	1727632	05-08-2017	465343	07-11-2018
Uganda	Published	T/2016/056482	08-05-2016		
Uganda	Pending	T/2016/056483	08-05-2016		
Uganda	Pending	T/2016/056484	08-05-2016		
Uruguay	Published	483521	05-03-2017		

6. RESTORE (Word Mark)

Country	Status	Serial No.	Filing Date	Reg No.	Reg Date
US	Registered	85875239	03-13-2013	4973464	06-07-2016
Uganda	Registered	T/2016/056071	06-13-2016	56071	03-14-2018
Uganda	Registered	T/2016/056072	06-13-2016	56072	03-14-2018

7. RESTORE LOGO (Design)

Country	Status	Serial No.	Filing Date	Reg No.	Reg Date
US	Registered	85875247	03-13-2013	4978344	06-14-2016

8. DON'T SETTLE FOR LESS (Word Mark)

Country	Status	Serial No.	Filing Date	Reg No.	Reg Date
US	Registered	86187231	02-07-2014	4706608	03-24-2015
Mexico	Registered	0319850091313	08-04-2014	84463	11-14-2014

9. PRODUCTION PLUS (Word Mark and Design)

Country	Status	Serial No.	Filing Date	Reg No.	Reg Date
US	Registered	86510061	01-21-2015	4821416	09-29-2015

10. PRODUCTION PLUS (Word Mark)

Country	Status	Serial No.	Filing Date	Reg No.	Reg Date
US	Registered	86510058	01-21-2015	4907319	03-01-2016
Pakistan	Registered	426981	07-15-2016	426981	07-12-2018
Rep of Korea	Registered	4020160053839	07-15-2016	401240967	03-20-2017

11. BMR PRODUCTION PLUS (Word Mark and Design)

Country	Status	Serial No.	Filing Date	Reg No.	Reg Date
US	Registered	86504863	01-15-2015	4912235	03-08-2016

12. NUTRI+PLUS BMR (Word Mark and Design)

Country	Status	Serial No.	Filing Date	Reg No.	Reg Date
US	Registered	86487576	12-22-2014	4917079	03-15-2016

13. NUTRI+PLUS BMR (Word Mark)

Country	Status	Serial No.	Filing Date	Reg No.	Reg Date
US	Registered	86487580	12-22-2014	4917080	03-15-2016

14. CHROMATIN (Word Mark)

Country	Status	Serial No.	Filing Date	Reg No.	Reg Date
Algeria	Registered	DZ/T/2016/003242	07-27-2016	1/098369	07-09-2017
Australia	Registered	1771663	05-19-2016	1771663	1-19-2017
Bolivia	Pending	SM-002064-2017	05-23-2017		
Bolivia	Pending	SM-002066-2017	05-23-2017		
Brazil	Published	912675330	05-05-2017		
Brazil	Published	912675357	05-05-2017		
Kenya	Registered	93631	08-15-2016	93631	08-15-2016
Mexico	Registered	0119851775532	07-25-2016	1693889	11-11-2016
Uganda	Registered	T/2016/0506068	06-13-2016	56068	03-14-2018
Uganda	Registered	T/2016/0506069	06-13-2016	56069	03-14-2018
Uganda	Registered	T/2016/0506070	06-13-2016	56070	03-14-2018

15. CHROMATIN (Word Mark and Design)

Country	Status	Serial No.	Filing Date	Reg No.	Reg Date
Argentina	Granted	3598225	04-25-2017	2956740	09-18-2018
Argentina	Granted	3598226	04-25-2017	2956741	09-18-2018
Australia	Registered	1771666	05-19-2016	1771666	01-19-2017
Bolivia	Pending	SM-002065-2017	05-05-2017		
Bolivia	Pending	SM-002067-2017	05-05-2017		
Brazil	Published	912675250	05-05-2017		
Brazil	Published	912675314	05-05-2017		
China	Registered	19111822	02-18-2016	19111822	03-21-2017
China	Registered	19111823	02-18-2016	19111823	03-21-2017
China	Registered	19111824	02-18-2016	19111824	03-21-2017
China	Registered	19111825	02-18-2016	19111825	03-21-2017
Paraguay	Pending	1727634	05-08-2017		
Paraguay	Pending	1727637	05-08-2017		
Rep of Korea	Registered	4020160058236	08-01-2016	401254244	05-19-2017
Uruguay	Published	483519	05-03-2017		

16. CHROMATIN (Chinese Characters and Design)

Country	Status	Serial No.	Filing Date	Reg No.	Reg Date
China	Registered	19127668	02-22-2016	19127668	03-28-2017
China	Published	19127670	02-22-2016	19127670	12-27-2017
China	Registered	19127671	02-22-2016	19127671	03-28-2017

China	Registered	19127672	02-22-2016	19127672	03-28-2017
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17. TEXAS HYBRID (Word Mark)

Country	Status	Serial No.	Filing Date	Reg No.	Reg Date
Mexico	Registered	0119851512725	08-04-2014	1503749	12-15-2014

18. TEXAS HYBRID LOGO (Design)

Country	Status	Serial No.	Filing Date	Reg No.	Reg Date
Mexico	Registered	0119851512727	08-04-2014	1503751	12-15-2014
Paraguay	Registered			465343	07-11-2018

19. NO SE CONFORME CON MENOS (Word Mark)

Country	Status	Serial No.	Filing Date	Reg No.	Reg Date
Mexico	Registered	0319850091314	08-04-2014	84464	11-14-2014

20. MAJESTIC SORGHUM (Word Mark)

Country	Status	Serial No.	Filing Date	Reg No.	Reg Date
Mexico	Registered	0119851512724	08-04-2014	1503748	12-15-2014
Mexico	Registered	0119851512728	08-04-2014	1503752	12-15-2014

21. MAJESTIC SEMILLAS (Word Mark)

Country	Status	Serial No.	Filing Date	Reg No.	Reg Date
Mexico	Registered	0119851512726	08-04-2014	1503750	12-15-2014
Mexico	Registered	0119851512729	08-04-2014	1503753	12-15-2014
Mexico	Registered	0119851512730	08-04-2014	1503754	12-15-2014

22. POWERED BY CHROMATIN (Word Mark)

Country	Status	Serial No.	Filing Date	Reg No.	Reg Date
US	Inactive	87093295	07-05-2016		
Algeria	Active	DZ/T/2016/003727	08-29-2016	1/099546	10-03-2017
Kenya	Unknown	93630	Unknown		
Mexico	Active	0119851775533	07-25-2016	1693890	11-11-2016
Rep of Korea	Inactive	4020160066112	08-31-2016		