

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM506138

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Landmark Seed Properties, LLC		01/09/2019	Limited Liability Company: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Arkansas Valley Seed 2018, Inc.		
<b>Street Address:</b>	14 Concourse Gate		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Ottawa, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	K2E 7S6		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2593057	RABBIT EARS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	312-876-2531		
<b>Email:</b>	angelica.pogson@dentons.com		
<b>Correspondent Name:</b>	Dentons US LLP		
<b>Address Line 1:</b>	P.O. Box #061080		
<b>Address Line 2:</b>	Wacker Drive Station, Willis Tower		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60616		
<b>NAME OF SUBMITTER:</b>	Tiffany L. Schwartz		
<b>SIGNATURE:</b>	/tis/		
<b>DATE SIGNED:</b>	01/16/2019		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “**Agreement**”) made effective as of January 9, 2019.

### BETWEEN:

**LANDMARK SEED PROPERTIES, LLC**, a limited liability company formed under the laws of the State of Washington (the “**Assignor**”)

- and -

**ARKANSAS VALLEY SEED 2018, INC.**, a corporation formed under the laws of the State of Delaware (the “**Assignee**”)

**WHEREAS**, the Assignor is the owner of the trademarks and all registrations, applications and renewals therefor set out in the attached Schedule “A” (the “**Intellectual Property**”); and

**WHEREAS**, pursuant to a certain agreement for the purchase and sale of assets (the “**Purchase Agreement**”) by and among the Assignee, the Assignor, and others dated January 9, 2019 (the “**Closing Date**”), among other things, the Assignor has agreed to sell, assign, transfer, deliver and convey to the Assignee and the Assignee has agreed to purchase from the Assignor, among other things, the Intellectual Property, effective as of the Closing Date.

**NOW, THEREFORE** in consideration of the mutual covenants and agreements in the Purchase Agreement and this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Effective as of the Closing Date, the Assignor does hereby sell, assign, transfer, deliver and convey to the Assignee, all of the Assignor’s right, title and interest in and to Intellectual Property and all common law rights therein together with the goodwill of any and all business carried on in association with and symbolized by the Intellectual Property, together with the Assignor’s rights to claim the benefit of all rights provided by the Paris Convention for the Protection of Industrial Property. The Intellectual Property is to be held by the Assignee as fully and entirely as the Intellectual Property could have been held and enjoyed by the Assignor if this assignment had not been made, this including the assignment of the right to oppose any application to register a trademark which may be confusingly similar to the Intellectual Property. Effective as of the Closing Date, the Assignor hereby waives all moral rights in any copyright rights that it has in the Intellectual Property.
2. Authorization. The Assignor hereby authorizes the United States Patent and Trademark Office to transfer any applications or registrations for the Intellectual Property to the Assignee, and to recognize the common law rights in the Intellectual Property as assigned to the Assignee, or otherwise as the Assignee may direct.
3. Further Assurances. The Assignor further agrees, from time to time to cooperate and deliver such instruments and take such action as may be reasonably requested by the Assignee to carry out the provisions and purposes of this Agreement, including any reasonable action requested by the Assignee to effect the assignment and transfer of title, right and interest in and to the Intellectual

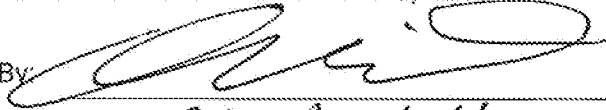
Property to the Assignee, its successors, assigns and legal representatives or nominees, or to vest more effectively in the Assignee, its successors, assigns and legal representatives or nominees, or to put the Assignee, its successors, assigns and legal representatives or nominees more fully in possession of, any of the Intellectual Property, in all countries and jurisdictions worldwide, in form and substance satisfactory to the Assignee, its successors, assigns and legal representatives or nominees, acting reasonably, including but not limited to the Assignor providing information and evidence of the dates of first use of any Intellectual Property by the Assignor in any jurisdiction worldwide.

4. Paramountcy; Defined Terms. This Agreement is subject to the terms and conditions of the Purchase Agreement.
5. Binding Effect. This Agreement shall be binding upon and shall enure to the benefit of successors and permitted assigns of the Assignor and the Assignee.
6. Amendments. The parties hereto may amend or modify this Agreement, in such manner as may be agreed upon, by a written instrument executed by such parties.
7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado applicable therein (excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction). The parties irrevocably submit to the exclusive jurisdiction of the courts of the State of Colorado and the federal courts of the United States of America located in Colorado, and appropriate appellate courts therefrom, with respect to any matter arising hereunder or relating hereto.
8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**[Signature page follows]**

IN WITNESS WHEREOF this Agreement has been executed and delivered by the parties hereto on the date first mentioned above.

LANDMARK SEED PROPERTIES, LLC

By: 

Name: *Orlin Reinhold*

Title: *member*

ARKANSAS VALLEY SEED 2018, INC.

By: \_\_\_\_\_

Greg Skotnicki, Chairman

IN WITNESS WHEREOF this Agreement has been executed and delivered by the parties hereto on the date first mentioned above.

**LANDMARK SEED PROPERTIES, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**ARKANSAS VALLEY SEED 2018, INC.**

By: \_\_\_\_\_  
DocuSigned by:  
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Greg Skotnicki, Chairman

Schedule A

<b>Intellectual Property</b>	<b>Registration No.</b>	<b>Serial No.</b>	<b>Status</b>
"RABBIT EARS"	2593057	78044167	Registered in the United States Patent and Trademark Office as a standard character mark
The trademark design of a cartoon rabbit associated with the word mark "RABBIT EARS"	N/A	N/A	Common law trademark; not registered.
"Arkansas Valley Seeds"	N/A	N/A	Common law trademark; not registered.
"AVS"	N/A	N/A	Common law trademark; not registered.
"AVSEEDS.COM"	N/A	N/A	Domain name used as website address