

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM500632

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Agren, Inc.		07/12/2018	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	Winfield Solutions, LLC		
Street Address:	4001 Lexington Avenue North		
City:	Arden Hills		
State/Country:	MINNESOTA		
Postal Code:	55126		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3953766	AGREN	
Registration Number:	5052249	SOILCALCULATOR	
Registration Number:	2260597	BRINGING IT TOGETHER AGREN INC. AGRIBUSI	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6513752909		
Email:	lkinsky@landolakes.com		
Correspondent Name:	Laura Kinsky		
Address Line 1:	4001 Lexington Avenue North		
Address Line 4:	Arden Hills, MINNESOTA 55126		
ATTORNEY DOCKET NUMBER:	SUSTAIN		
NAME OF SUBMITTER:	Todd A. Grauel		
SIGNATURE:	/tag/		
DATE SIGNED:	12/04/2018		
Total Attachments: 6			
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EXHIBIT D

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment"), dated July 12, 2018, is entered between Agren, Inc., an Iowa corporation ("Seller"), and Winfield Solutions, LLC, a Delaware limited liability company ("Buyer"). Seller and Buyer are sometimes referred to herein collectively as the "Parties" and individually as a "Party." Capitalized terms used herein but not otherwise defined herein shall have the meaning ascribed to such term in the Purchase Agreement (as defined below).

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of July 12, 2018; and

WHEREAS, on the terms and subject to the conditions set forth in the Purchase Agreement, at Closing, Seller agreed to sell, assign, transfer, convey and deliver to Buyer, and Buyer agreed to purchase from Seller, all of Seller's right, title and interest in, to and under certain intellectual property of Seller; and

WHEREAS, Seller and Buyer desire to carry out the intent and purpose of the Purchase Agreement by their execution and delivery of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Assignment. Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby purchases all of Seller's right, title, and interest in, to and under the following (the "Assigned IP"):
 - 1.1. All Intellectual Property Assets, including the trademarks identified on Schedule A hereto;
 - 1.2. With respect to trademarks, all goodwill of the business associated with the use of and symbolized by the trademarks;
 - 1.3. All rights of any kind whatsoever of Seller accruing under any of the Intellectual Property Assets provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - 1.4. Any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Intellectual Property Assets; and
 - 1.5. Any and all claims and causes of action, with respect to any of the Intellectual Property Assets, whether accruing before, on, or after the date hereof, 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.

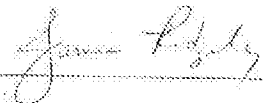
2. Recordation of Assignment. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Buyer, or any assignee or successor thereto.
3. No Third Party Beneficiaries. Nothing expressed or referred to in this Assignment confers any rights or remedies upon any Party that is not a party or permitted assign of a Party.
4. Governing Law. Section 10.10 of the Purchase Agreement shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement.
5. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, as permitted by Section 10.07 of the Purchase Agreement.
6. Counterparts. This Assignment may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same instrument.
7. Purchase Agreement. This Assignment is executed and delivered pursuant to the Purchase Agreement and made subject to the representations and warranties of Seller contained therein. Seller hereby specifically incorporates by reference all of the representations, warranties and indemnifications, subject to all of the conditions and limitations, applicable to the Transferred Assets in the Purchase Agreement. This Assignment shall not be deemed to defeat, alter, impair, enhance or enlarge any right, obligations, claim or remedy created by the Purchase Agreement, and in the event of any conflict between the Purchase Agreement and this Assignment, the Purchase Agreement shall govern.
8. Amendment. This Assignment may not be amended or waived except in a writing executed by the Party against which such amendment or waiver is sought to be enforced. No course of dealing between or among any persons having any interest in this Assignment shall be deemed effective to modify or amend any part of this Assignment or any rights or obligations of any person under or by reason of this Assignment.

[Signature Page Follows]

EXHIBIT D

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed
on the date first written above.

AGREN, INC.

By: 
Name: _____
Title: President

WINFIELD SOLUTIONS, LLC

By: _____
Name: _____
Title: _____

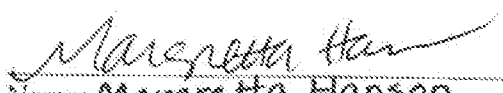
EXHIBIT D

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed on the date first written above.

AGREN, INC.


By: _____
Name: _____
Title: _____



WINFIELD SOLUTIONS, LLC

By:  _____
Name: Margretta Hanson
Title: Secretary

Schedule A

Trademarks

Mark	Country	Owner	Serial No.	Reg. No.	Goods/Services
AGREN	US	Agren, Inc.	85/028,365	3,953,766	IC 035. US 100 101 102. G & S: Business consultation on environmental issues and in the agricultural field. FIRST USE: 19960701. FIRST USE IN COMMERCE: 19960701 IC 042. US 100 101. G & S: Providing a web-based system featuring software for temporary use in the field of conservation planning. FIRST USE: 20090301. FIRST USE IN COMMERCE: 20090301
SOILCALCULATOR	US	Agren, Inc.	86/495,470	5,052,249	IC 042. US 100 101. G & S: Providing temporary use of non-downloadable web-based software for modeling soil loss estimates across agricultural landscapes. FIRST USE: 20140201. FIRST USE IN COMMERCE: 20140201
 <p>BRINGING IT TOGETHER AGREN INC. AGRIBUSINESS CONSERVATION CROPS & LIVESTOCK NUTRIENT MANAGEMENT. FARMING GOV'T WETLANDS WATER QUALITY WATERSHEDS HABITAT PROFIT</p>	US	Agren, Inc.	75/410,223	2,260,597	IC 035. US 100 101 102. G & S: business consultations on environmental issues, provided to agricultural businesses, farmers, agricultural organizations, and government agencies. FIRST USE: 19970401. FIRST USE IN COMMERCE: 19970401

MITIGATION SOIL TILTH					
	Common Law				
	Common Law				
Agren Tools	Common Law				
Waterway Builder	Common Law				
PondBuilder	Common Law				
BasinBuilder	Common Law				
BufferBuilder	Common Law				
WetlandBuilder	Common Law				