

900501384 06/05/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526501

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900498534		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AgriEnergy Resources, L.L.C. CAI		12/10/2018	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Plant Health Intermediate, Inc.		
Street Address:	1550 E. Old 210 Highway		
City:	Liberty		
State/Country:	MISSOURI		
Postal Code:	64068		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87752061	ROOT LOCK	
Registration Number:	3839847	AGRIENERGY RESOURCES	
Registration Number:	3711841		
Registration Number:	3833488	MYCO SEED TREAT	
Registration Number:	3779372	RESIDUCE	
CORRESPONDENCE DATA			
Fax Number:	3122585600		
<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:	312-258-5758		
Email:	trademarks@schiffhardin.com		
Correspondent Name:	Clay A. Tillack, Schiff Hardin LLP		
Address Line 1:	P.O. Box 06079		
Address Line 4:	Chicago, ILLINOIS 60606-0079		
ATTORNEY DOCKET NUMBER:	42770		
NAME OF SUBMITTER:	Clay A. Tillack		
SIGNATURE:	/Clay A. Tillack/		
DATE SIGNED:	06/05/2019		

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “Agreement”) is made as of December 10, 2018, by and between **AgriEnergy Resources, L.L.C.**, an Illinois limited liability company (“AgriEnergy”), and **D & A Investments, LLC**, an Illinois limited liability company (“D&A”, and together with AgriEnergy, “Assignors”), and **Plant Health Intermediate, Inc.**, a Delaware corporation (“Assignee”).

RECITALS

WHEREAS, this Agreement is being delivered to Assignee under and pursuant to the provisions of that certain Asset Purchase Agreement, by and between Assignors and Assignee and dated as of the date hereof (the “Asset Purchase Agreement”). Any capitalized term used but not otherwise defined in this Agreement shall have the meaning set forth for such term in the Asset Purchase Agreement; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignors have agreed to execute this Agreement wherein Assignors will irrevocably sell, transfer and convey to Assignee all of its rights, title, and interest in and to the Intellectual Property Assets set forth on Schedule A annexed hereto and made a part hereof and intellectual property associated therewith, including, without limitations, unregistered trademarks, logos, copyrightable material, promotional and marketing material, and website content (collectively, the “Assigned Intellectual Property”).

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1.1 Transfer of Assigned Intellectual Property. Assignors do hereby irrevocably assign, transfer, convey and deliver to Assignee, and Assignee does hereby acquire and accept, all of Assignors’ right, title and interest in and to the Assigned Intellectual Property, together with the goodwill associated therewith and all rights corresponding thereto, together with all rights and remedies (including the right to sue for and recover damages and rights to injunctive relief and other remedies) against past, present, and future infringement, misappropriation, or other violation relating to the Assigned Intellectual Property, including, without limitation, any and all causes of action and enforcement rights, whether currently pending, filed, or otherwise, relating to the Assigned Intellectual Property, in each case, for Assignee’s own use and enjoyment and moral rights. To the extent that Assignors may not assign moral rights, Assignors do hereby irrevocably waive any right or interest, including any moral rights, regarding any such Assigned Intellectual Property, to the extent permitted under applicable law.

Section 1.2 Further Assurances. Assignors agree that, upon request of Assignee, Assignors shall provide any further documentation and do all further acts requested by Assignee to confirm, vest and perfect title in and to the Assigned Intellectual Property in Assignee, including, without limitation, all documents reasonably necessary to record in the name of

Assignee the assignment of the Assigned Intellectual Property with all relevant patent and trademark offices, including the United States Patent and Trademark Office.

Section 1.3 Authorization. Assignors hereby authorize the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee. Following the date hereof, upon Assignee's request, Assignors shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Intellectual Property to Assignee.

Section 1.4 Governing Agreement. This Agreement is expressly made subject to the terms and provisions of the Asset Purchase Agreement. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall govern and control.

Section 1.5 Amendment and Modification. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each party.

Section 1.6 Governing Law. This Agreement and the legal relations between Assignee and Assignors hereunder shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of Delaware to be applied.

Section 1.7 Successors and Assigns. The provisions of this Agreement are binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 1.8 Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

Section 1.9 Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. This Agreement may be executed by facsimile or .pdf signature and a facsimile or .pdf signature shall constitute an original for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignors and Assignee have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNORS:

AGRIENERGY RESOURCES L.L.C.
an Illinois limited liability company

By: Paul Aley
Name: Paul Aley
Title: Manager

D & A INVESTMENTS, LLC
an Illinois limited liability company

By: Paul Aley
Name: Paul Aley
Title: Manager

ASSIGNEE:

PLANT HEALTH INTERMEDIATE, INC.
a Delaware corporation

By: _____
Name: Wes Long
Title: President

[Signature Page to AgriEnergy and D&A Intellectual Property Assignment Agreement]

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IN WITNESS WHEREOF, Assignors and Assignee have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNORS:

AGRIENERGY RESOURCES L.L.C.
an Illinois limited liability company

By: _____
Name: Paul Aley
Title: Manager

D & A INVESTMENTS, LLC
an Illinois limited liability company

By: _____
Name: Paul Aley
Title: Manager

ASSIGNEE:

PLANT HEALTH INTERMEDIATE, INC.
a Delaware corporation

By:  _____
Name: Wes Long
Title: President

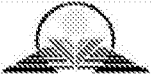
[Signature Page to AgriEnergy and D&A Intellectual Property Assignment Agreement]

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SCHEDULE A

Assigned Intellectual Property

Trademarks:

TRADEMARK	REG. NO.	DATE REGISTERED
<u>AGRIENERGY RESOURCES</u>	RN: 3839847 SN: 77731192	July 26, 2016
	RN: 3711841 SN: 77720293	Jan. 8, 2016
<u>MYCO SEED TREAT</u>	RN: 3833488 SN: 77720292	July 26, 2016
<u>RESIDUCE</u>	RN: 3779372 SN: 77730006	Jan. 8, 2016
<u>ROOT LOCK</u>	SN: 87752061	July 31, 2018

Domain Names:

- www.agrienergy.net
- www.alldailydirt.wordpress.com

Copyrights:

- All content, designs, software, source code, object code, layouts, images, marketing and promotional materials, and other copyrightable materials relating to the websites www.agrienergy.net and www.alldailydirt.wordpress.com.

[Schedule A to AgriEnergy and D&A Intellectual Property Assignment Agreement]

DocID: 4831-5381-2090.1

RECORDED: 05/14/2019

**TRADEMARK
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