# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM528635

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/01/2013

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BioOrigyn, LLC		06/18/2019	Limited Liability Company: WASHINGTON

#### **RECEIVING PARTY DATA**

Name:	Agtech, Inc.	
Street Address:	8801 Anderson Avenue	
City:	Manhattan	
State/Country:	KANSAS	
Postal Code:	66503	
Entity Type:	Corporation: KANSAS	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4357994	THERIO-GEL

## **CORRESPONDENCE DATA**

Fax Number: 3035726540

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.

Phone: 3035726500

Email: gtipmail@gtlaw.com Gayle L. Strong **Correspondent Name:** 

1200 17th Street, Suite 2400 Address Line 1: Address Line 2: Greenberg Traurig, LLP Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	186827.010100
NAME OF SUBMITTER:	Gayle L. Strong
SIGNATURE:	/Gayle L. Strong/
DATE SIGNED:	06/20/2019

### **Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

WHEREAS, pursuant to that certain License and Purchase Agreement (the "Agreement") effective November 1, 2013, between BioOrigyn, LLC, a Washington limited liability company having offices at 17206 S. Spangle Creek Road, Valleyford, WA 99036 ("Assignor") and Agtech, Inc., a Kansas corporation having a place of business at 8801 Anderson Avenue, Manhattan, KS 66503, ("Assignee"), Assignor seeks to transfer and assign the Mark listed on Schedule A hereto to Assignee; and

WHEREAS, in order to effectuate Assignor's assignment to Assignee of all rights, title and interests in and to Assignor's Mark, Assignor is executing this instrument of assignment.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys, as of the Agreement effective date of November 1, 2013, to Assignee, the Assignor's entire right, title and interest throughout the world in and to, as well as the goodwill of the business symbolized by, the Mark identified on Schedule A attached hereto.

Together with Assignor's right, title and interest throughout the world in and to the Mark, as well as the goodwill of the business associated with said Mark being assigned to Assignee, are assigned the rights to police, monitor and enforce said marks against any and all past infringements which may have occurred at any time in the unlimited past, up to the date of this present Trademark Assignment, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and/or registration thereof.

Assignor hereby represents, covenants and warrants that, with respect to the Mark, it has the full right to convey its above-described right, title, interest and goodwill by this instrument, free and clear of all liens, claims, encumbrances, security interests and any other restrictions or charges of any kind or nature, and that no other agreement has been or will be executed in conflict herewith.

Assignor agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of trademark rights, or to secure registrations before the United States Patent and Trademark Office or any trademark office of any other country throughout the world, at Assignee's expense, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Mark, at Assignee's expense.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country throughout the world, to issue any and all trademark registrations, amended registrations and/or renewals that may be granted upon any application or petition for same, to Assignee, and/or Assignee's successors and/or assigns.

Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for

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purposes of recordation by the United States Patent and trademark office or the Trademark Office of any other country throughout the world.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative on the date shown below, effective *nun pro tunc* November 1, 2013.

## ASSIGNOR:

BioOrigyn, LLC

Drint Mama

Date of execution: June / 2019

Effective nunc pro tunc November 1, 2013

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# SCHEDULE A

U.S. Reg. No. 4357994 for the mark THERIO-GEL in Class 5 issued June 25, 2013.

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RECORDED: 06/20/2019

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