

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540021

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	11/15/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AgJunction, LLC		11/15/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Texas Transland, LLC		
Street Address:	1206 Hatton Road		
Internal Address:	Suite A		
City:	Wichita Falls		
State/Country:	TEXAS		
Postal Code:	76302		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	74550937	SATLOC	
Serial Number:	74330515	SATLOC	
CORRESPONDENCE DATA			
Fax Number:	2146614899		
<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:	214-953-6500		
Email:	daltmdept@bakerbotts.com		
Correspondent Name:	Baker Botts		
Address Line 1:	2001 Ross Avenue		
Address Line 2:	Suite 900		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	080845.0101		
NAME OF SUBMITTER:	Laura K. Johnson		
SIGNATURE:	/Laura K. Johnson/		
DATE SIGNED:	09/09/2019		
Total Attachments: 4			

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NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Nunc Pro Tunc Trademark Assignment (“Assignment”), effective as of November 15, 2018 (“Effective Date”), is entered into by and between AgJunction, LLC, a Delaware limited liability company with its address at 9105 E. Del Camino Drive, Suite 115, Scottsdale, Arizona 85258 USA (“Assignor”), and Texas Transland, LLC, a Texas limited liability company with its address at 1206 Hatton Road, Suite A, Wichita Falls, Texas 76302 USA (“Assignee”).

WHEREAS, Assignor is the owner of all right, title and interest in and to the names, marks, trademarks, service marks, and logos, set forth on the attached “Exhibit A,” and in and to the related registrations and pending applications therefor as shown on the attached Exhibit A, together with the goodwill of the business symbolized thereby and associated therewith (hereinafter, collectively the “Marks”);

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to acquire all right, title and interest in and to the Marks, including, but not limited to, the related registrations and pending applications therefor, together with the goodwill of the business symbolized by the Marks throughout the world;

WHEREAS, Assignor and Assignee are parties to a Trademark Assignment (the “Agreement”), effective November 15, 2018, under which Assignor assigned, transferred, and conveyed to Assignee, all of its right, title and interest in and to certain assets, including, but not limited to the Marks; and

WHEREAS, to correct certain aspects of the Agreement, this Assignment abrogates, supersedes and replaces the Agreement; and

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which each party hereby acknowledges and confirms, intending to be legally bound hereby, the parties agree as follows:

1. Assignor hereby irrevocably assigns, transfers, grants, sets over and conveys nunc pro tunc to Assignee, its successors and assigns, without reservation of any rights, title or interest, all of Assignor’s worldwide and/or universal rights, title, and interest in and to the Marks, including, but not limited to, the related applications and registrations therefor, the use of the Marks in commerce, together with the goodwill of the business symbolized by the Marks throughout the world, the same to be held and enjoyed by Assignee, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, subsidiaries, affiliates or other legal representatives, as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including, but not limited to, all common law rights of Assignor in the Marks. Assignor further assigns to Assignee the right to sue and recover damages, profits, payments, costs and/or attorneys’ fees for claims of infringement, unfair competition, likelihood of confusion and/or dilution of the Marks, if any, arising before the Effective Date of this Assignment.

2. Assignor shall provide any further assistance necessary to effect the assignment of all rights, title and interest in and to the Marks to Assignee, including, but not limited to, the

execution of any further documents and instruments, and take such other actions as may be necessary or reasonably requested by Assignee to document the aforesaid assignment and transfer to Assignee or to enable Assignee to secure, register, maintain, enforce and otherwise fully protect its rights in and to the Marks, all without further consideration.

3. This Assignment, together with the Exhibit hereto, constitutes the final expression and the complete and exclusive integrated statement among the parties concerning the assignment of the marks identified in Exhibit A attached hereto to the Assignee, and for the avoidance of doubt, abrogates, supersedes and replaces the Agreement as defined hereinabove.

4. Each party hereby represents that its undersigned representative is authorized and legally competent to execute this Assignment as a binding and enforceable agreement. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A facsimile, .pdf or digital signature shall be deemed an original. The WHEREAS clauses of this Assignment are incorporated into and considered a part of this Agreement for all purposes, including when construing the effect of its provisions and the intent of the parties.

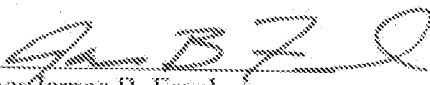
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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives, where applicable, as of the Effective Date.

AGJUNCTION, LLC
(Assignor)

By: 
Name: Bob Barjesteh
Title: Vice President & General Counsel
Location: Scottsdale, Arizona USA

TEXAS TRANSLAND, LLC
(Assignee)

By: 
Name: James B. Frank
Title: Chief Executive Officer
Location: Wichita Falls, Texas USA

**Exhibit A
Trademarks**

Mark	Country	Appl. No.	Appl. Date	Int'l. Class
SATLOC	Australia	650647	1995-01-16	9
SATLOC	Brazil	818197803	1995-01-16	9
SATLOC	Canada	773184	1995-01-17	9
SATLOC	European Union (Community)	010734101	2012-03-16	9, 39, 42
SATLOC	Italy	1995900414883	1995-01-17	9
SATLOC	U.S.A.	74550937	1994-07-18	9
SATLOC	U.S.A.	74330515	1992-11-12	9