

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543697

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Syngenta Seeds B.V.		07/29/2019	Besloten Vennootschap (B.V.): NETHERLANDS
RECEIVING PARTY DATA			
Name:	Syngenta Crop Protection AG		
Street Address:	Rosentalstrasse 67		
City:	Basel		
State/Country:	SWITZERLAND		
Postal Code:	4058		
Entity Type:	Aktiengesellschaft (Ag): SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2617562	VARINOVA	
CORRESPONDENCE DATA			
Fax Number:	8663697391		
<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:	6167971000		
Email:	jjovanovic@watson-ip.com		
Correspondent Name:	Jovan N. Jovanovic		
Address Line 1:	3133 Highland Dr.		
Address Line 2:	Suite 200		
Address Line 4:	Hudsonville, MICHIGAN 49426		
DOMESTIC REPRESENTATIVE			
Name:	Jovan N. Jovanovic		
Address Line 1:	3133 Highland Dr.		
Address Line 2:	Suite 200		
Address Line 4:	Hudsonville, MICHIGAN 49426		
NAME OF SUBMITTER:	Jovan N. Jovanovic		
SIGNATURE:	/s Jovan N. Jovanovic/		
DATE SIGNED:	10/03/2019		

OP \$40.00 2617562

Total Attachments: 14

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**SALE AND ASSIGNMENT AGREEMENT
VARINOVA INTELLECTUAL PROPERTY**

This Purchase and Assignment Agreement (as defined below) is entered into as of the 1st August, 2019 (“Effective Date”), by and between **Syngenta Crop Protection AG**, a company duly organized and existing under the laws of Switzerland (hereinafter “SCPAG”), having its registered offices at Rosentalstrasse 67, 4058 Basel, Switzerland, and **Syngenta Seeds B.V.**, a company duly organized and existing under the laws of Netherlands, having ITS registered offices at Westeinde 62, Enkhuizen – Netherlands (“SSBV”);

WHEREAS SSBV, which belongs to Syngenta group, and has acquired the cyclamen business of Varinova B.V. on 4th June 2019;

WHEREAS, some of the assets acquired are intellectual property rights (**VARINOVA IP**, see Annex 1) and the Syngenta group of companies would like to maintain the centralization of all Intellectual Property ownership in the seeds flowers business in Switzerland, in order to better supervise and further develop its technology portfolio;

WHEREAS, SSBV is therefore willing to transfer to SCPAG (i) all of the Intellectual Property ownership rights on the VARINOVA IP and (ii) all of its rights, titles, and obligations thereto as per the Effective Date;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties, intending to be legally bound hereby, agree as follows:

1. **DEFINITIONS** Capitalized terms used in this Agreement shall have the following meanings:

“Agreement” means the present purchase and assignment agreement entered into between the Parties.

“Affiliate(s)” means any business entity which is controlled by or is under common control of Syngenta AG (a company incorporated under the laws of Switzerland). For the purposes of this definition, “control” shall mean possession, directly or indirectly, of at least fifty percent (50%) of the voting equity of another entity (or other comparable interest for an entity other than a corporation); or the power to direct or cause the direction of the management of policies of an entity whether through ownership of securities, by contract or otherwise.

“Confidential Information” means any proprietary information, including scientific, technical, genetic, economic, financial, or marketing information, which either Party considers confidential and is not generally available to the public. “Confidential Information” shall not include any

information that, according to documentary evidence: (a) was in the receiving Party's possession before receipt from the disclosing Party; (b) is or becomes a matter of public knowledge through no fault of the receiving Party; (c) is rightfully received by the receiving Party from a third party without a duty of confidentiality; (d) is disclosed by the disclosing Party to a third party without a duty of confidentiality on the third party; (e) is independently developed by the receiving Party; or (f) is disclosed by the receiving Party with the disclosing Party's prior written approval.

"Effective Date" has the meaning assigned to it on the front page of this Agreement.

"Intellectual Property" means rights in and to all of the following in any jurisdiction throughout the world: (i) trademarks, service marks, trade dress, corporate names, trade names, logos and slogans and Internet domain names, Internet websites and URLs; (ii) patents and patent applications, plant patents and plant patent applications, design patents, design rights and utility model rights, including any such rights granted upon any reissue, reexamination, divisional, extension, provisional, continuation, or continuation-in-part applications, and equivalent or similar rights anywhere in the world; (iii) rights conferred by national or regional plant variety protection act certificates and plant breeder rights; (iv) copyrights and copyrightable works; (v) registrations and applications for any of the foregoing; (vi) inventions (whether patentable or unpatentable) and trade secrets; (vii) computer programs and software (in any form, including source code and executable or object code) whether or not contained in servers; (viii) confidential information and proprietary business information (including ideas, formulas, compositions, breeding protocols and processes, development plans, seed production plans and protocols, know-how, research and development information, specifications, designs, plans, and past and present customer, advertiser, website visitor, and supplier lists and information), and (ix) any goodwill associated with each of the foregoing.

"Party" means SCPAG or SSBV; "Parties" means SCPAG and SSBV.

"VARINOVA IP" means, with the exception of customer relationships, all VARINOVA Intellectual Property related to the cyclamen business acquired by SSBV including, but not limited to, Intellectual Property related to the germplasm, hybrids, inbreds, and plant varieties along with all underlying patents, patent applications, plant variety protection certificates, applications for plant variety protection, trademarks, service marks, and brands. Annex 1 lists VARINOVA IP to date. However, for avoidance of doubt, any IP owned by SSBV by virtue of the acquisition of VARINOVA cyclamen business that may not be listed in Annex 1, with the exception of customer relationships, is included in the VARINOVA IP being sold, assigned, and transferred to SCPAG under this Agreement.

2. PURCHASE AND ASSIGNMENT

Purchase and Assignment of the VARINOVA IP. Pursuant to the terms and conditions of this Agreement, in exchange for the good and valuable consideration hereby acknowledged, SSBV hereby sells, assigns and transfers to SCPAG, as per the Effective Date and in accordance with the remaining terms of this Agreement, all of SSBV's rights, titles and interests in and to the VARINOVA IP, and SCPAG hereby purchases, accepts and acquires all such rights, titles and interests from SSBV. SCPAG retains the right to further assign the legal ownership of patents and any other Intellectual Property acquired hereby to its Affiliates in order to align the legal ownership within the group.

Taxes and any Other Charges Related to the Sale. SCPAG shall be responsible for the payment of all costs, transfer, use or other taxes, duties, claims or charges imposed on and/or related to this transfer of the VARINOVA IP under this Agreement.

3. TRANSFER OF OWNERSHIP

Transfer of Ownership. All of SSBV's rights, titles, and interests in and to the VARINOVA IP shall have automatically transferred, without the requirement for further documentation, to SCPAG. Upon SCPAG's reasonable written request, SSBV shall provide SCPAG with any additional documentation as may be required by SCPAG to effectuate such transfer.

Ownership. All rights, titles, and interests in and to the VARINOVA IP shall be transferred and assigned to, retained and owned by SCPAG. Furthermore, SSBV shall take any action requested by SCPAG for purposes of effecting such transfer and assignment, including promptly executing all documents required by a court or a governmental agency to effect the transfer by SSBV to SCPAG of the VARINOVA IP hereunder.

The Parties agree that all future research and development activities associated with the VARINOVA IP will be performed in the name and on the account of SCPAG. All research and development activities will be reimbursed by SCPAG with an arm's length mark-up in conjunction with the Syngenta transfer pricing policy.

4. AUTHORIZATION FOR THIS AGREEMENT

4.1 Authorization for this Agreement. To the best of SSBV's knowledge no authorization, approval, consent of, or filing with any governmental body, department, bureau, agency, public board, authority or other third party is required for the consummation by SCPAG of the transactions contemplated by this Agreement.

4.2 Authorization for this Agreement. To the best of SSBV's knowledge, any authorization, approval, consent of, or filing with any governmental body, department, bureau, agency,

public board, authority or other third party that is required for the consummation by SSBV of the transactions contemplated by this Agreement has been obtained.

5. CONFIDENTIALITY

- 5.1 Each Party shall treat as confidential all Confidential Information of the disclosing Party, shall not use such Confidential Information except as set forth herein, and shall take all reasonable measures with respect to maintaining the foregoing confidentiality of such Confidential Information by its personnel and by any third party participating in the execution of its obligations in accordance with the present Agreement. Each Party undertakes to have its personnel as well as any third party comply with the present confidentiality obligation with regard to the personnel of said Party and any third party during their employment and after termination.
- 5.2 Terms and Existence of this Agreement. All terms of this Agreement constitute Confidential Information. The Parties shall not be permitted to make public statements or publish in any form or by any means the terms and the existence of this Agreement unless required by law, or unless the disclosing Party has received prior written approval from the other Party on the exact wording of any such publications, disclosure, press releases and other statements.
- 5.3 Duration of Confidentiality Obligation. The confidentiality obligations of this Agreement shall remain in force after execution of this Agreement for seven (7) years.

6. COOPERATION AND FURTHER ASSISTANCE BY SEEDS

Transfer. SSBV shall cooperate fully in promptly transferring any remaining or residual right, title, or interest in the purchased assets to SCPAG, as may be requested by SCPAG for the assertion, protection, or registration of its rights in the purchased assets and to enable SCPAG to fully and effectively exploit its rights in the purchased assets.

7. INDEMNIFICATION AND ADDITIONAL REMEDIES

Indemnification. SSBV agrees to defend, indemnify and hold harmless SCPAG from and against and in respect of any loss or damages SCPAG incurs in relation to a claim by a third party that the use of any of the purchased assets infringes an existing patent or other Intellectual Property right of a third party.

8. NOTICES

All notices and other communications required or permitted under this Agreement shall be deemed to be properly given when in writing and sent by registered or certified mail, or reputable courier, postage prepaid, to the other Party at the addresses set forth below, or at such other addresses as either Party may in writing designate from time to time for these purposes.

TO SCPAG: Syngenta Crop Protection AG
 Attn: Legal Department - Legal Counsel Seeds
 Schwarzwaldallee 215
 CH - 4058 Basel
 Switzerland

TO SSBV: Syngenta Seeds B.V.
 Attn: Head of Finance
 Westeinde 62, Enkhuizen
 Netherlands

9. GENERAL

- 9.1 Compliance with Laws. Each Party hereto shall comply with all applicable laws and regulations of governmental bodies or agencies in its performance under this Agreement.
- 9.2 Assignment. Except from the assignment of VARINOVA IP noted to ensure the alignment of the legal Intellectual Property ownership, no rights or obligations under this Agreement shall be assigned by either Party without the prior written consent of the other (which shall not be unreasonably withheld or delayed) and any purported assignment without such consent shall be void, except that either Party may independently assign its rights and obligations under this Agreement to its Affiliates, successor-in-interest in the event of a merger, reorganization, or sale of all or substantially all of its assets relating to the business to which this Agreement pertains.
- 9.3 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the substantive laws of Switzerland, without giving effect to the conflict of laws provisions thereof. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the competent courts of the city of Basel, Switzerland.
- 9.4 No Waiver. No Party hereto shall, by mere lapse of time or otherwise without giving notice or taking other action hereunder, be deemed to have waived any breach by the other Party of any provision of this Agreement. Furthermore, the waiver by a Party of a particular breach of this Agreement by the other Party shall not be construed as, or constitute, a continuing

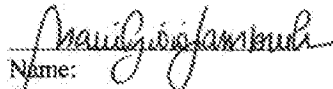
waiver of such breach, or of other breaches of the same or other provisions of this Agreement.

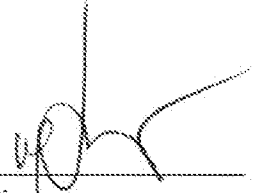
- 9.5 Force Majeure. No failure or omission by either Party hereto in the performance of its obligations under this Agreement shall be deemed a breach of this Agreement nor create any liability if the same arise from acts beyond its reasonable control, however arising, and which cannot be overcome by a reasonable diligence. The other Party shall automatically be exempted from the counterpart of its obligations.
- 9.6 Severability. If any provision of this Agreement is declared to be invalid or unenforceable by any competent court, the remaining portions or provisions of this Agreement shall nevertheless remain in full force and effect. The Parties shall in that case use their best efforts to negotiate substitute provisions for those declared invalid or unenforceable, in order to carry out the intent and the purpose of this Agreement.
- 9.7 Entire Agreement. This Agreement and any exhibits or attachments hereto, represent and constitute the entire agreement between the Parties, and may only be amended in writing signed by authorized representatives of both Parties, and supersede all prior agreements and understandings (oral and written) with respect to the matters covered by this Agreement.

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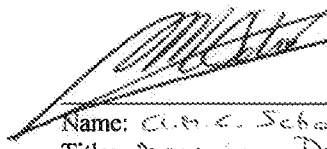
IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals by their duly authorized representatives.

Syngenta Crop Protection AG


Name: _____
Title: **Maria Gioia Zamburlin**
Date: **Legal Counsel**
30.7.2019


Name: _____
Title: **Michael Szabó**
Date: **Lead Counsel Seeds & Traits**

Syngenta Seeds B.V.


Name: **A.M.C. Schat**
Title: **Managing Director**
Date: **29/7/2019**

Name: _____
Title _____
Date: _____

Annex 1

**INTELLECTUAL PROPERTY RIGHTS
ASSIGNMENT AGREEMENT AND POWER OF ATTORNEY**

This Agreement ("**Agreement**") is made as of 3rd June 2019 ("**Effective Date**") by and between Syngenta Seeds B.V. a corporation organized under the laws of the Netherlands, with registered offices at Westeinde 62, Enkhuizen – Netherlands ("**Assignee**") and Varinova B.V. Varinova Genetics, a corporation organized under the laws of the Netherlands, with registered offices located at Albert van 't Hartweg 54, 2665MJ Bleiswijk ("**Assignor**") regarding the following:

WHEREAS, Assignor is the registered proprietor and owner of the intellectual property rights the particulars of which are set out in Schedule 1 to this Agreement (hereinafter called the "Intellectual Property Rights"); and

WHEREAS, the parties have entered into that certain Asset Purchase Agreement dated and effective as of 3rd June 2019 ("**Purchase Agreement**"); and

WHEREAS, the parties desire to execute this Agreement pursuant to the terms and conditions of the Purchase Agreement, for filing with the relevant offices and any equivalent entities or agencies in any applicable foreign countries to formally record the transfer of the assigned Intellectual Property Rights to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants stated herein, and other consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. Assignor hereby irrevocably assigns, contributes, conveys, grants, transfers and sets over unto Assignee and its successors Assignor's all, entire and exclusive rights, titles and interests in and to and under the Intellectual Property Rights, together with all rights and powers arising or accrued therefrom including, without limitation, any reissues, renewals, revisions, divisionals, substitutions, continuations, continuations- in part, disclosures, extensions, reexaminations thereof, and any equivalents, and any other patent applications or plant breeder applications that claim the benefit of priority or to be derived from any of the Intellectual Property Rights, all goodwill associated with the Intellectual Property Rights, and all rights therein provided by international conventions and treaties, including all rights to apply for, prosecute and obtain registration throughout the world to the fullest extent based on any of the assigned Intellectual Property Rights, as well as all rights to and in any legal actions and rights and remedies at law or in equity relating any of the Intellectual Property Rights, including, but not limited to, the right to sue and claim for past, current and future infringement, misappropriation, unfair competition, dilution of or to or any other violation with respect to the Intellectual Property Rights, as well as any right to sue for, collect, recover, receive and retain all damages, profits, costs, fees, proceeds and other remedies associated with the Intellectual Property Rights, and the right to collect, receive and retain all income, royalties, proceeds, damages, payments, injuries, now or hereinafter due or payable in connection the Intellectual Property Rights, provided however that Assignor shall retain all rights to causes of action, lawsuits, judgments, claims and demands to the extent


related to or arising out of the Retained Liabilities (as defined in the Purchase Agreement) of the Assignor.

2. The Assignor hereby grants Assignee full power of attorney to do anything necessary to (administratively) transfer the Intellectual Property Rights to its name. Assignee will ensure that the transfer is effected as soon as possible.
3. The Assignee, at its own costs and expenses, will effect and record the transfer of the Intellectual Property Rights in the relevant jurisdictions and to the relevant offices and authorities. All fees and costs associated with the foregoing, including, but not limited to, all legalization and notarization costs, shall be borne by Assignee.
4. The Assignor does hereby warrants and covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement, and that Assignor are the sole and lawful owner of the entire right, title, and interest in and to the Intellectual Property Rights, and that the same are unencumbered.
5. The Assignor shall not at any time take any action which may impair any right, title or interest of the Assignee to or in the Intellectual Property Rights, or create any right, title or interest therein or thereto which may be adverse to the Assignee or assert or claim any right, title or interest in respect of the Intellectual Property Rights.
6. The Assignor hereby authorizes the Commissioner of each and any relevant office and any equivalent entities in any applicable foreign countries to record Assignee as the assignee and rightful owner of the Intellectual Property Rights.
7. Except as otherwise expressly provided herein, all covenants and agreements contained in this Agreement by or behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.
8. No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by the authorized representatives of all parties to this Agreement.
9. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.
10. This Agreement shall be governed by the laws of the Netherlands.
11. All disputes, controversies or claims arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce as applicable from time to time by one (1) arbitrator appointed in common agreement by the parties in accordance with said rules who shall have the qualification to become a judge in The Netherlands. Place of arbitration shall be Amsterdam, The Netherlands. The language of the arbitration shall be English.
12. In case of discrepancy between the provisions of this Agreement and of the Purchase Agreement, the latter shall prevail.

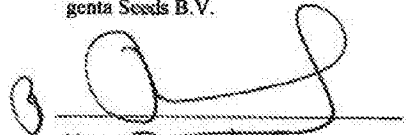
[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate originals (each of which shall be considered originals) by their respective authorized representative, effective as of the Effective Date above.


SIGNED for and on behalf of Syngenta Seeds B.V.


Name: Michael Korte
Title: Director
Date: 04.06.2019

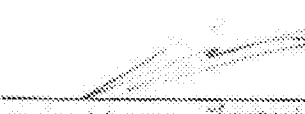
SIGNED for and on behalf of Syngenta Seeds B.V.


Name: Peter A. Loet
Title: Finance Head Flower
Date: 4-6-2019

SIGNED for and on behalf of Varinova B.V.


Name: Bart Kijzer
Title: Director
Date: 04.06.2019

SIGNED for and on behalf of Varinova B.V.





Name: Marga Janus
Title: Director
Date: 04.06.2019

SCHEDULE 1
Intellectual Property Rights

Schedule 1.1 List of Trademarks
Schedule 1.2 List of Domain Names

Schedule 1.1

Trademarks

MARK	IMAGE	COUNTRY	OWNER	CLASS	APPLICATION DATE	REGISTRATION DATE	REGISTRATION NO	RENEWAL DUE
VARINOVA		USPTO	Varinova B.V.	31	16-May-01	10-Dec-02	2617562	Sept 2021- Sept 2022
VARINOVA		Benelux	Varinova B.V.	31 40 44	26-Mar-01	26-Mar-01	R 680502	26-Mar-21
VARINOVA		IR: China, Denmark, France, Germany, Italy, Japan, Poland, United Kingdom	Varinova B.V.	31 40 42	12-Apr-01	12-Apr-01	759124	12-Apr-21

**Schedule 1.2
Domain Names**

Domain Name	Extension	Country	Registrar	Registration Date	Paid Until Date	Status (unused/used)	Reg Organization
varinova.nl	.nl	n/a			22.7.2019		
Varinova.com	.com				02.09.2019		
Cyclamen.nl	.nl				02.09.2019		
Varitrials.nl	.nl				22.07.2019		