

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558136

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E. I. du Pont de Nemours and Company		12/20/2019	Corporation: DELAWARE
Dow Agrosiences LLC		12/20/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AMVAC Chemical Corporation		
Street Address:	4695 MacArthur Court, Suite 1200		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1311996	CLASSIC	
Registration Number:	2046373	FIRSTRATE	
Registration Number:	2247094	HORNET	
Registration Number:	2317041	PYTHON	
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>			
Email:	IreneR@amvac.com		
Correspondent Name:	Timothy J. Donnelly		
Address Line 1:	4695 MacArthur Court, Suite 1200		
Address Line 4:	Newport Beach, CALIFORNIA 92660		
ATTORNEY DOCKET NUMBER:	TM-DuPont/Dow Assignment		
NAME OF SUBMITTER:	Timothy J. Donnelly		
SIGNATURE:	/Timothy J. Donnelly/		
DATE SIGNED:	01/17/2020		
Total Attachments: 5			

OP \$115.00 1311996

source=DuPont Dow to AMVAC Trademark Assignment 12-20-2019#page1.tif
source=DuPont Dow to AMVAC Trademark Assignment 12-20-2019#page2.tif
source=DuPont Dow to AMVAC Trademark Assignment 12-20-2019#page3.tif
source=DuPont Dow to AMVAC Trademark Assignment 12-20-2019#page4.tif
source=DuPont Dow to AMVAC Trademark Assignment 12-20-2019#page5.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “Agreement”) is entered into as of December 20, 2019 (the “Effective Date”) by and between AMVAC Chemical Corporation, a California corporation (“Assignee”), on the one hand, and E. I. du Pont de Nemours and Company doing-business-as Corteva Agriscience, a Delaware corporation, and Dow Agrosiences LLC, a Delaware limited liability company, on the other hand (collectively, “Assignor”) (with Assignor and Assignee each being referred to separately as a “Party” and, together, as the “Parties”).

WHEREAS, Assignor and Assignee have entered into an Asset Purchase and Sale Agreement, dated as of December 20, 2019 (as the same may be amended from time to time in accordance with its terms, the “Purchase Agreement”), whereby Assignee is purchasing from Assignor certain assets related to the Assignor’s herbicide business located in the United States; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignor wishes to assign to Assignee the Assignor’s right, title and interest in the trademarks listed on the attached Appendix 1 (the “Assigned Trademarks”).

NOW, THEREFORE, in accordance with the Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

Section 1. Definitions. Capitalized terms used but not defined herein shall have those meanings assigned to them in the Purchase Agreement.

Section 2. Trademark Assignment. Effective as of the Effective Date, and subject to the terms and conditions of the Purchase Agreement, Assignor hereby sells, assigns, transfers and conveys all right, title and interest in and to all the Assigned Trademarks together with the goodwill of the business which they represent symbolized by the Assigned Trademarks, including all associated trademark rights, held by Assignor, together with all registrations and applications for registration of the Assigned Trademarks, all claims, demands and rights to recovery that Assignor has or may have for past and future infringements, dilution or other violations of such Assigned Trademarks, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery.

Section 3. Further Assurances. Assignor and Assignee shall each take, and shall cause their respective Affiliates to take, any additional actions as may be necessary or appropriate to effect the assignment transactions contemplated hereby, including but not limited to execution of individual assignment documentation for filing with the authorities. The responsibility to draft and file assignments with the national trademark office shall be the responsibility of the Assignee and the Assignee shall bear the cost of filing such assignments.

Section 4. Rights Cumulative; Conflict With Purchase Agreement. The rights, duties and obligations of the Parties hereunder shall be cumulative and in addition to the rights, duties and obligations of the Parties under the Purchase Agreement. Nothing herein shall be deemed to limit the rights, duties and obligations of the Parties under the Purchase Agreement and, to the extent of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

Section 5. Notices. All notices, requests, permissions, waivers and other communications hereunder shall be delivered in accordance with Section 10.6 (Notices) of the Purchase Agreement.

Section 6. Headings. The descriptive headings of the several Articles and Sections of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

Section 7. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered, in person or by facsimile, or by electronic image scan, receipt acknowledged, to the other Party hereto.

Section 8. Integrated Contract. This Agreement, the Purchase Agreement, the Ancillary Agreements and the agreements contemplated hereby and thereby constitute the entire agreement between the Parties and their respective Affiliates relating to their respective subject matter and supersede any prior understandings, agreements or representations by or between the Parties and such Affiliates, written or oral, to the extent they are related in any way to such subject matter.

Section 9. Severability. If any provision of this Agreement becomes invalid or unenforceable, such invalidity or unenforceability shall not affect the other portions of this Agreement, which shall remain in full force and effect provided that the basic intent of the Parties is preserved. The Parties shall in good faith negotiate substitute provisions to replace the invalid or unenforceable provisions, which reflect the original intentions of the Parties as closely as possible.

Section 10. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to its provisions concerning conflicts of law.

Section 11. Amendments. This Agreement may be amended, modified, superseded or canceled and any of the provisions hereof may be waived only by an instrument in writing signed by each of the parties hereto or, in the case of a waiver, by or on behalf of the party waiving compliance.

[Signatures Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.


ASSIGNEE:

AMVAC CHEMICAL CORPORATION

By: _____
Name:
Title:


ASSIGNOR:

E. I. DU PONT DE NEMOURS AND COMPANY

By: 
Name: George J. Duko
Title: Director, Mergers & Acquisitions

ASSIGNOR:


DOW AGROSCIENCES LLC

By: 
Name: George J. Duko
Title: Director, Mergers & Acquisitions

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ASSIGNEE:

AMVAC CHEMICAL CORPORATION

By: 
Name: Timothy J. Donnelly
Title: CAO, General Counsel & Secy.

ASSIGNOR:

E. I. DU PONT DE NEMOURS AND COMPANY

By: _____
Name: George J. Duko
Title: Director, Mergers & Acquisitions

ASSIGNOR:

DOW AGROSCIENCES LLC

By: _____
Name: George J. Duko
Title: Director, Mergers & Acquisitions

Appendix 1

ASSIGNED TRADEMARKS

Trademark	Country	Filing	Filing #	Reg Date	Reg #	Next Renewal	Status	Owner
CLASSIC	United States of America	30 Jan 1984	73/463084	01 Jan 1985	1311996	01 Jan 2025	Renewal	E I DU PONT DE NEMOURS AND COMPANY
FIRSTRATE	United States of America	23 Nov 1994	74606210	18 Mar 1997	2046373	18 Mar 2027	Registration	DOW AGROSCIENCES LLC
HORNET	United States of America	18 Jun 1997	75310839	25 May 1999	2247094	25 May 2029	Registration	DOW AGROSCIENCES LLC
PYTHON	United States of America	26 Aug 1997	75346926	08 Feb 2000	2317041	08 Feb 2020	Registration	DOW AGROSCIENCES LLC

TRADEMARK

REEL: 006841 FRAME: 0237

RECORDED: 01/17/2020