

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558320

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ani-Tek LLC		12/11/2019	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Alltech, Inc.		
Street Address:	3031 Catnip Hill Road		
City:	Nicholasville		
State/Country:	KENTUCKY		
Postal Code:	40356		
Entity Type:	Corporation: KENTUCKY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87077920	GUARDIAN	
CORRESPONDENCE DATA			
Fax Number:	5025881965		
<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:	502-625-2865		
Email:	jdages@middletonlaw.com		
Correspondent Name:	Joseph R. Dages		
Address Line 1:	401 South Fourth Street		
Address Line 2:	Suite 2600		
Address Line 4:	Louisville, KENTUCKY 40202		
NAME OF SUBMITTER:	Joseph R. Dages		
SIGNATURE:	/Joseph R. Dages/		
DATE SIGNED:	01/21/2020		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") is made, entered into, and effective as of this 11th day of December, 20 19 (the "Effective Date"), by and between ANI-TEK LLC ("Assignor"), a Georgia limited liability company with an address of 55 Rutherford Place, Social Circle, Georgia 30025 and ALLTECH, INC. ("Assignee"), a Kentucky corporation with an address of 3031 Catnip Hill Road, Nicholasville, Kentucky 40356. Assignor and Assignee may each be referred to in this Assignment individually as a "Party" and collectively as the "Parties."

RECITALS

A. Assignor owns the trademark GUARDIAN (the "Mark"), a pending federal application for the mark, namely, U.S. Serial No. 87/077,920 (the "Application"), and all rights, title, and interests in and to the Mark and the Application.

B. Assignor now desires to transfer and assign to Assignee, and Assignee desires to acquire from Assignor, the Mark, the Application, all rights, title, and interests therein and thereto, and all goodwill associated with and symbolized thereby.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises and covenants contained in this Assignment, and for other good and valuable consideration, Assignor and Assignee hereby agree as follows:

1. **ASSIGNMENT.** Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts from Assignor: (a) the Mark; (b) the Application; (c) all rights, title, and interests in and to the Mark, the Application, and any resulting registration therefor and therefrom, including, without limitation, the right to use the Mark, the right to bring and maintain any and all causes of action, claims, and demands for infringement or other violations of rights, and the right to pursue all remedies therefor (including those incurred, accrued, or arising prior to the date of this conveyance); and (d) all goodwill associated with and symbolized by the Mark. Accordingly, Alltech owns, solely and exclusively, the Mark, the Application, and all such rights and goodwill.

2. **COVENANT.** Assignor agrees, without the need for further consideration, to cause such other lawful acts to be performed and to cause such further assignments and other lawful documents to be executed, as Assignee may from time to time reasonably request, to effect fully this Assignment and to permit Assignee to be duly recorded as the legal and record owner of each of the rights hereby conveyed.

3. **CONSIDERATION.** The Parties agree that the mutual obligations set forth in this Agreement, and other consideration exchanged between the Parties, constitutes goods, valuable, and adequate consideration for each Party's obligations hereunder and the transaction accounted for herein.

4. **GOVERNING LAW.** This Assignment, and any subsequent amendments or modifications to this Assignment, shall be governed by and construed in accordance with the laws of

the Commonwealth of Kentucky, without regard to its or any other jurisdiction's conflict of laws rules or principles.

5. **ENTIRE AGREEMENT.** This Assignment constitutes the entire understanding and agreement between the Parties with regard to the subject matter of this Assignment, and this Assignment supersedes and replaces all previous representations, proposals, discussions, communications, and prior agreements between the parties relating to the subject matter of this Assignment, whether oral or written.

IN WITNESS WHEREOF, Assignor and Assignee, each with the intent to be legally bound, have entered into and executed this Assignment as of the Effective Date.

ANI-TEK LLC

ALLTECH, INC.

Name: Aaron Gaines

Name: E. Michael Castle, II

Title: Managing Partner

Title: Vice President, Secretary

Signature: *Aaron Gaines*

Signature: *E. Michael Castle, II*