

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM561237

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Perdue Agribusiness LLC		02/05/2020	Limited Liability Company: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BDG DE, LLC		
<b>Street Address:</b>	9250 Bendix Road N.		
<b>Internal Address:</b>	c/o Bioenergy Development Group, LLC		
<b>City:</b>	Columbia		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21045		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5436406	BETR COMPOST	
<b>Registration Number:</b>	5436407	BETR COMPOST	
<b>Registration Number:</b>	5607793	BETR MULCH	
<b>Registration Number:</b>	5607794	BETR MULCH	
<b>Registration Number:</b>	5607838	BETR NURSERY BLEND	
<b>Registration Number:</b>	5612897	BETR NURSERY BLEND	
<b>Registration Number:</b>	2716007	MICROSTART	
<b>Registration Number:</b>	2482351	MICROSTART60	
<b>Registration Number:</b>	5414379	REJUVENATE YOUR SOIL	
<b>Serial Number:</b>	87396460	BETR	
<b>Serial Number:</b>	87512810	BETR	
<b>Serial Number:</b>	87366707	BETR SOIL	
<b>Serial Number:</b>	87366713	BETR SOIL	
<b>Serial Number:</b>	88510051	MICROEXTEND	
<b>Serial Number:</b>	87740739	MICROSTART	
<b>Serial Number:</b>	87740751	MICROSTART	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

OP \$415.00 5436406

**Fax Number:** 2023448300

*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:** 2023444976

**Email:** trademarkdocket@venable.com, rliebowitz@venable.com

**Correspondent Name:** Rebecca Liebowitz

**Address Line 1:** P.O. BOX 34385

**Address Line 2:** c/o Venable LLP

**Address Line 4:** WASHINGTON, D.C. 20043

<b>ATTORNEY DOCKET NUMBER:</b>	122079-498907
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<b>NAME OF SUBMITTER:</b>	Rebecca Liebowitz
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<b>SIGNATURE:</b>	/rebecca liebowitz/
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<b>DATE SIGNED:</b>	02/08/2020
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**Total Attachments: 6**

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## **TRADEMARK AND DOMAIN NAME ASSIGNMENT**

This Trademark and Domain Name Assignment (the “Assignment”) is made as of February 5, 2020, by Perdue Agribusiness LLC, a Maryland Limited Liability Company (“Assignor”), in favor of BDG DE, LLC, a Delaware Limited Liability Company (“Assignee”).

### **RECITALS**

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under (a) the United States trademark registration and application listed in Appendix A attached hereto, including any common law trademark rights therefor together with the goodwill associated therewith (the “Marks”); and (b) the domain name registrations set forth on Schedule A hereto (collectively, the “Domain Names”);

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated November 15, 2019 (the “Agreement”), under which Assignor agreed to assign to Assignee all of Assignor’s right, title and interest in and to the Marks;

WHEREAS, pursuant to the Agreement, Assignor and Assignee have entered into a Bill of Sale, under which Assignor assigns to Assignee all of Assignor’s right, title and interest in and to the Purchased Assets (as defined in the Agreement), including the Marks and Domain Names; and

WHEREAS, in order to record and memorialize the assignment of the Marks and Domain Names, the parties hereto have agreed to enter into this Assignment.

NOW, THEREFORE, for the consideration exchanged under the Agreement and for other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby irrevocably sell, assign, transfer and set over to Assignee, and Assignee hereby accepts and receives, free and clear of all liens and encumbrances, all of Assignor’s entire worldwide right, title and interest in and to the Marks and Domain Names, together with the goodwill of the Marks and the Domain Names, for the United States and for all foreign countries, including any renewals or extensions thereof that are or may be secured under the laws of the United States or foreign countries now or hereafter in effect and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this Assignment or thereafter, including all claims for damages by reason of past, present or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. Assignor hereby authorizes and requests (a) the Patent & Trademark Office to record Assignee as the record owner of the Marks and (b) the applicable Internet domain name registrars to transfer the Domain Names to the Assignee, in accordance with the terms of this Assignment.

3. Each of the parties agrees to execute, acknowledge and deliver such further instruments, and to do any such other acts, as may be necessary in order to fully assign the Marks and Domain Names to Assignee. This includes Assignor working with Assignee and applicable Internet domain name registrars to effectuate the assignment of the Domain Names to Assignee.

4. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by pdf or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

5. This Assignment is deemed to be executed and delivered within the State of Delaware, and it is the intention of the parties that it shall be construed, interpreted and applied in accordance with the laws of the State of Delaware without regard to its conflicts of law principles.

**[SIGNATURES ON FOLLOWING PAGE]**

(SIGNATURE PAGE TO TRADEMARK ASSIGNMENT)

IN WITNESS WHEREOF, Assignor has duly executed this Assignment on this 5<sup>th</sup> day of February 2020.

PERDUE AGRIBUSINESS LLC

By: [Signature]  
Name: Herbert D. Frerichs, Jr.  
Title: Secretary

Maryland  
STATE OF DELAWARE )  
Wicomico ) SS.:  
COUNTY OF ~~KENT~~ )

On February 5, 2020 before me, Kaye Wilgus, Notary Public in and for said State, personally appeared Herbert D. Frerichs, Jr., proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
SIGNATURE OF NOTARY PUBLIC

KAYE M. WILGUS  
Notary Public-Maryland  
Wicomico County  
My Commission Expires  
March 18, 2023

IN WITNESS WHEREOF, Assignee has caused this Assignment to be executed on the date first written above.

**BDG DE, LLC**

By:   
\_\_\_\_\_  
Name: Shawn Kreloff  
Title: CEO

*[Signature Page to Trademark and Domain Name Assignment]*

**APPENDIX A**

**REGISTERED MARKS**

<b>Mark</b>	<b>Country/ Location</b>	<b>Registration Number</b>	<b>Registration Date</b>
BETR COMPOST	USA	5,436,406	April 3, 2018
BETR COMPOST and Design	USA	5,436,407	April 3, 2018
BETR MULCH	USA	5,607,793	November 13, 2018
BETR MULCH and Design	USA	5,607,794	November 13, 2018
BETR NURSERY BLEND	USA	5,607,838	November 13, 2018
BETR NURSERY BLEND and Design	USA	5,612,897	November 20, 2018
MICROSTART	USA	2,716,007	May 13, 2003
MICROSTART60	USA	2,482,351	August 28, 2001
REJUVENATE YOUR SOIL	USA	5,414,379	February 27, 2018

**APPLICATIONS**

<b>Mark</b>	<b>Country/ Location</b>	<b>Serial Number</b>	<b>Application Date</b>
BETR	USA	87396460	April 3, 2017
BETR and Design	USA	87512810	June 30, 2017
BETR SOIL	USA	87366707	March 10, 2017
BETR SOIL and Design	USA	87366713	March 10, 2017
MICROEXTEND	USA	88510051	July 11, 2019
MICROSTART	USA	87740739	January 2, 2018
MICROSTART and Design	USA	87740751	January 2, 2018

**DOMAIN NAMES**

<b>Domain Name</b>	<b>Registrar</b>	<b>Registration Date</b>
www.microstart60.com	CSC Corporate Domain, Inc.	10/21/1999