

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562474

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900530826

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pathway Biologic, LLC		01/13/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Plant Response, Inc.
Street Address:	100 Capitola Drive
Internal Address:	Suite 305
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27713
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4834494	PATHWAY
Registration Number:	4746352	
Registration Number:	4854300	POWERCOAT
Registration Number:	4854302	POWERBLEND
Registration Number:	5775747	BIOPATH
Registration Number:	5765612	BIOHP
Registration Number:	4854415	NATURIZE
Registration Number:	2933087	K+NEEM

CORRESPONDENCE DATA

Fax Number: 9198216800

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: 919-838-2034

Email: pkarmire@smithlaw.com

Correspondent Name: Perky L. Karmire, NCCP/Smith Anderson

Address Line 1: 150 Fayetteville Street

Address Line 2: Suite 2300

Address Line 4:	Raleigh, NORTH CAROLINA 27601
ATTORNEY DOCKET NUMBER:	014867.3
NAME OF SUBMITTER:	Perky L. Karmire
SIGNATURE:	/s/ Perky L. Karmire
DATE SIGNED:	02/17/2020
Total Attachments: 6 source=Pathyway BioLogic - Revised IP Agreement #page1.tif source=Pathyway BioLogic - Revised IP Agreement #page2.tif source=Pathyway BioLogic - Revised IP Agreement #page3.tif source=Pathyway BioLogic - Revised IP Agreement #page4.tif source=Pathyway BioLogic - Revised IP Agreement #page5.tif source=Pathyway BioLogic - Revised IP Agreement #page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the “**Agreement**”) is made and dated January 13, 2020 (the “**Effective Date**”) by and between **PATHWAY BIOLOGIC, LLC**, a Delaware limited liability company (“**Seller**”), to **PLANT RESPONSE, INC.**, a Delaware corporation (“**Buyer**”). Each of Buyer and Seller may herein be referred to as a “Party” and together as the “Parties.”

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which, among other things, Seller has agreed to assign and Buyer desires to accept the transfer and assignment of, all of Seller’s right, title, and interest in, to and under the Intellectual Property Assets (as defined in the Purchase Agreement).

NOW, THEREFORE, in consideration of the mutual promises herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.
2. Assignment. Seller hereby sells, assigns, transfers, conveys, and delivers to Buyer all of Seller’s right, title and interest in, to and under the Intellectual Property Assets owned by Seller, together with the goodwill, if any, of the business associated therewith and which is symbolized thereby, and all other rights secured under the laws of the United States and any other foreign country with respect to the Intellectual Property Assets, and Buyer hereby accepts such sale, conveyance, assignment, transfer, and delivery and the same to be held and enjoyed by Buyer, its successors, permitted assigns or legal representatives, together with associated income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of unauthorized use of the Intellectual Property Assets, along with the right to sue for past violations and collect the same for Buyer’s sole use and enjoyment.
3. Terms of the Purchase Agreement. Nothing in this Agreement shall alter any liability or obligation of Seller or Buyer arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Intellectual Property Assets. Buyer acknowledges the Seller makes no representation or warranty with respect to the Intellectual Property Assets being conveyed hereby except as specifically set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.
4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule.
5. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts

taken together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. This Agreement may not be amended or modified without the prior written agreement of both parties hereto.

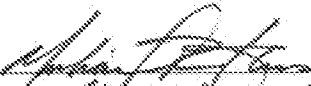
6. Further Assurances. Immediately following the Effective Date, and from time to time following the date hereof, Seller shall take all steps and actions, and provide all such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any instruments or documents, as Buyer may reasonably request or as may be otherwise necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Buyer, or any assignee or successor thereto. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of Buyer and the successors and assigns of Seller.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first above written.

SELLER:

PATHWAY BIOLOGIC, LLC

By: 
Name: Michael R. Gaus
Title: Managing Member

BUYER:

PLANT RESPONSE, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first above written.

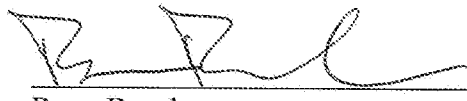
SELLER:

PATHWAY BIOLOGIC, LLC

By: _____
Name:
Title:

BUYER:

PLANT RESPONSE, INC.

By:  _____
Name: Ryan Busch
Title: Chief Operating Officer


[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

TRADEMARK
REEL: 006861 FRAME: 0549

Schedule 4.11(a)Intellectual PropertyPatents

<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Status</u>	<u>Title</u>	<u>Country</u>
09/363,767	29-Jul-99	6,572,669	3-Jun-03	Patent - Expired	Thixotropic Fertilizer Composition & Associated Method	USA
13/936,407	11-Jul-11	9,004,374	14-Apr-15	Patent – Expired Due to Nonpayment of Maintenance Fees	Irrigation Methods Using Thixotropic Materials	USA
09/167,058	06-Oct-98	6,228,806	09-May-01	Patent - Expired	Biochemical fertilizer composition	USA
09/399,072	18-Sept-99	6,311,426	06-Nov-01	Patent - Expired	Diatomaceous earth-biochemical fertilizer compositions	USA

Trademarks

<u>Word Mark</u>	<u>Design Mark</u>	<u>Matter Type</u>	<u>Country of Filing</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Class of Goods/Services</u>
PATHWAY®		Federal Trademark Application	USPTO	86/254,010	April 16, 2014	4,834,494	October 20, 2015	001, 040, 042
		Federal Trademark Application	USPTO	86/254,063	April 16, 2014	4,746,352	June 2, 2015	001, 040, 042
PATHWAY®		WIPO Trademark Application	China	USPTO Reference Number: A0042098	April 16, 2014	1,220,163	April 16, 2014	001, 040, 042
		WIPO Trademark Application	China	USPTO Reference Number: A0042099	April 16, 2014	1,222,800	April 16, 2014	001, 040, 042
PowerBlend™		WIPO Trademark Application	China	USPTO Reference Number: A0048546	February 23, 2015	1,257,866	February 23, 2015	001
PowerCoat™		WIPO Trademark Application	China	USPTO Reference Number: A0048548	February 23, 2015	1,258,717	February 23, 2015	001
PowerCoat®		Federal Trademark Application	USPTO	86/523,030	February 03, 2015	4,854,300	November 17, 2015	001
PowerBlend®		Federal Trademark Application	USPTO	86/523,070	February 03, 2015	4,854,302	November 17, 2015	001
BIOPATH®		Federal Trademark Application	USPTO	86/509,464	January 21, 2015	5,775,747	June 11, 2019	001
BiOHP®		Federal Trademark Application	USPTO	88/051873	July 25, 2018	5,765,612	May 28, 2019	001
PowerCoat™		WIPO Trademark Application	European Union	USPTO Reference	June 23, 2015	1,259,393	June 23, 2015	001

				Number: A0051247				
PowerCoat™		WIPO Trademark Application	Australia	USPTO Reference Number: A0051247	June 23, 2015	1,259,393		001
PowerBlend™		WIPO Trademark Application	European Union	USPTO Reference Number: A0051248	June 23, 2015	1,259,394	June 23, 2015	001
PowerBlend™		WIPO Trademark Application	Australia	USPTO Reference Number: A0051248	June 23, 2015	1,259,394	June 23, 2015	001
BIOPATH™		WIPO Trademark Application	China	USPTO Reference Number: A0051604	July 10, 2015	1,264,552	July 10, 2015	001
BIOPATH		WIPO Trademark Application	European Union	USPTO Reference Number: A0051604	July 10, 2015	1,264,552	July 10, 2015	001
BIOPATH		WIPO Trademark Application	Australia	USPTO Reference Number: A0051604	July 10, 2015	1,264,552	July 10, 2015	001
NATURIZE		Federal Trademark Application	USPTO	86544186	February 24, 2015	4854415	November 17, 2015	001
K+NEEM		Federal Trademark Application	USPTO	78367828	February 13, 2004	2933087	March 15, 2005	001

Domain Names

Domain Name	Expiration Date
pathwaybiologic.biz	3/7/2021
pathwaybiologic.co	3/7/2021
Pathwaybiologic.com	1/22/2022
pathwaybiologic.net	3/8/2021
pathwaybiologic.org	3/8/2021
pathwaybiologic.us	3/7/2021
pathwaybiologics.com	3/8/2021
pathwaybiologics.info	2/5/2021
pathwaybiologics.net	2/5/2021
pathwaybiologics.org	2/5/2021
powerblend.us	2/5/2021
powercoat.us	2/5/2021
thepathwaybrand.com	1/6/2021
thepathwaybrand.info	2/5/2021
thepathwaybrand.net	2/5/2021
thepathwaybrand.org	2/5/2021
[Naturize.com	1/22/2021
Naturize.net	1/22/2021
Naturize.us	2/5/2020
Pathwaychina.com	3/21/2024]