

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM567461

<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>
SoluCal-USA LTD		11/27/2019	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GROWMARK FS, LLC		
<b>Street Address:</b>	1701 Towanda Avenue		
<b>City:</b>	Bloomington		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	61701		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3702822	SOLU-LIME	
<b>Registration Number:</b>	4074343	SOLU-CAL	
<b>Registration Number:</b>	4077476	PRO-CAL	
<b>Registration Number:</b>	4706383	PH CA TECHNOLOGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123408827		
<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>			
<b>Phone:</b>	612-343-7922		
<b>Email:</b>	ip.docket@dorsey.com		
<b>Correspondent Name:</b>	Jamie N. Nafziger, Dorsey & Whitney LLP		
<b>Address Line 1:</b>	50 South Sixth Street		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-1498		
<b>NAME OF SUBMITTER:</b>	Jamie Nafziger		
<b>SIGNATURE:</b>	/Jamie Nafziger/		
<b>DATE SIGNED:</b>	03/17/2020		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "IP Assignment") is entered into and effective as of November 27, 2019, by and among SoluCal-USA LTD, a Massachusetts corporation ("Seller"), and GROWMARK FS, LLC, a Delaware limited liability company ("Buyer").

WHEREAS, Buyer and Seller, along with Craig Canning are parties to that certain Asset Purchase Agreement dated contemporaneously with this IP Assignment (the "Purchase Agreement"); and

WHEREAS, the execution and delivery of this IP Assignment is contemplated by Section 3.10 of the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Assignment. In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably contributes, transfers, and assigns to the Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Seller Intellectual Property"):

(a) All intellectual property owned by Seller, including all of the following to the extent transferable or assignable: (i) trade names, trademarks, service marks, trade dress, logos, Internet domain names, and all registrations of and applications to register any of the foregoing; (ii) copyright rights in original works of authorship, software and applications (including databases, source code and object code), and registrations and applications therefor; (iii) rights of use, display, publication, reproduction, distribution, performance and rights to create derivative works; (iv) proprietary or confidential know-how, tools, algorithms, technology, patents, patent applications, non-patented/patentable inventions, processes, methods and trade secrets; (v) all goodwill and all contracts related to any of the foregoing along with all claims for infringement of or interferences with any of the foregoing and the right to recover past damages with respect to any of the foregoing; and (vi) all intellectual property set forth on Exhibit A;

(b) All rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) Any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing (other than such amounts as are payable pursuant to this IP Assignment); and

(d) Any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Actions. Following the date hereof, upon the Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Seller Intellectual Property to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to the representations, warranties, and agreements relating to the Seller Intellectual Property, are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties and agreements contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

4. Notices. Any notice, request or other document to be given hereunder to any party shall be given in the manner specified in Section 10.11 of the Purchase Agreement. Any party may change its address for receiving notices, requests and other documents by giving written notice of such change to the other parties.

5. Enforceability. If any provision of this IP Assignment or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

6. Amendments. This IP Assignment may not be amended or modified except by an instrument in writing signed by, or on behalf of, Seller and Buyer.

7. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

8. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

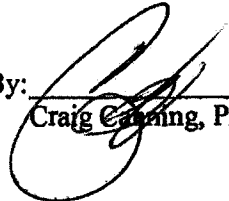
9. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its principles of conflicts of laws.

10. No Third Party Beneficiaries. This IP Assignment shall be binding upon and inure solely to the benefit of the parties and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IP Assignment.

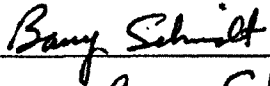
[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this IP Assignment to be duly executed as of the day and year first above written.

SOLUCAL-USA LTD

By:  \_\_\_\_\_  
Craig Canning, President

GROWMARK FS, LLC

By:  \_\_\_\_\_  
Name: Barry Schmidt  
Title: Vice President Retail Business

(Signature page to IP Assignment)

TRADEMARK

REEL: 006893 FRAME: 0614

**EXHIBIT A**

[TO IP ASSIGNMENT]

Seller Intellectual Property:


-Trademarks, listed in the chart below

- Seller has not licensed, sold, assigned or otherwise transferred or in any other way granted to any person any right to use seller's name.

- Domain name: solu-cal.com

-Phone number: 774-678-0288

-Facsimile numbers: 774-678-0373 and 866-418-4184

Registered Mark (all "live")	US Trademark Office Registration Number	Registration Date
SOLU-LIME	3,702,822	10/27/09
SOLU-CAL	4,074,343	12/20/11
PRO-CAL	4 077 476	12/27/11
RAPID GYPSUM	4,195,615	8/21/12
RAPID LIME	4,286 525	2/5/13
	4, 706,383	3/24/15

All registrations are for fertilizers; soil conditioners for agricultural, domestic, and commercial use in class 1.