

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580826

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OHP, Inc.		03/24/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Ishihara Sangyo Kaisha, Ltd.		
Street Address:	3-15, Edobori 1-chome, Nishi-ku		
City:	Osaka 550-0002		
State/Country:	JAPAN		
Entity Type:	Corporation: JAPAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5945225	SARISA	
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:	OHP, Inc.		
Address Line 1:	4695 MacArthur Ct., Ste 1200		
Address Line 4:	Newport Beach, CALIFORNIA 92660		
NAME OF SUBMITTER:	Timothy J. Donnelly		
SIGNATURE:	/Timothy J. Donnelly/		
DATE SIGNED:	06/11/2020		
Total Attachments: 4			
source=_TM Assignment SARISA 03-24-2020 fully executed#page1.tif			
source=_TM Assignment SARISA 03-24-2020 fully executed#page2.tif			
source=_TM Assignment SARISA 03-24-2020 fully executed#page3.tif			
source=_TM Assignment SARISA 03-24-2020 fully executed#page4.tif			

OP \$40.00 5945225

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "*Assignment*") is made as of the 24 day of March, 2020 ("*Effective Date*"), by and between OHP, Inc., a corporation organized and existing under the laws of California with its principal offices at 4695 MacArthur Court, Suite 1200, Newport Beach, California 92660 ("*Assignor*") and Ishihara Sangyo Kaisha, Ltd., a company duly incorporated in Osaka, Japan, having its registered office at 3-15, Edobori 1-chome, Nishi-ku, Osaka 550-0002 Japan ("*Assignee*").

WHEREAS, Assignor was the owner of the trademark and trademark rights of record in the United States as set forth on Exhibit A to this Assignment ("*Assigned Trademark*") and all goodwill associated therewith;

WHEREAS, Assignor entered into the Distribution Agreement with ISK Biosciences Corporation ("*IBA*"), a corporation organized and existing under the laws of Delaware, with its principal offices at 7470 Auburn Road, Suite A, Concord, Ohio 44077, as of the 29th day of April, 2019 (the "*Agreement*"), whereby Assignor agreed to transfer to Assignee the Assigned Trademark; and

WHEREAS, as per the obligations of the Agreement between Assignor and IBA, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, ownership of the Assigned Trademark.

NOW THEREFORE, in consideration of the above premises and the mutual agreements contained herein-below, Assignor and Assignee have agreed as follows:

Article 1

Assignor does hereby assign, sell and transfer to Assignee, its successors and assigns, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the entire and exclusive right, title and interest in and to the Assigned Trademark, together with the goodwill of the business symbolized by the Assigned Trademark, any registrations therefor, and the right to sue for past, present and future infringements or dilution thereof. This Assignment may be recorded with the proper governmental body in order to perfect the ownership interest of Assignee.

Article 2

Assignor warrants and represents that the Assigned Trademark is existing and valid, and that there are no known claims and no known infringements as to the Assigned Trademark at the time of the signing of this Assignment.

Article 3

As a full and final compensation for the transfer provided herein, Assignee shall pay to Assignor the sum of one (1) United States dollar within thirty (30) days after the Effective Date.

Article 4

This Assignment shall be governed by and construed according to the laws of the State of California, United States of America.

Article 5

The parties agree as far as possible to use every reasonable effort to settle any dispute or disagreement between them amicably. If in spite of such efforts no such settlement is reached, all disputes resulting from, concerning the validity of, or in connection with this Agreement shall be finally settled by arbitration. Arbitration shall be conducted (i) in Orange County, California, United States of America, if the respondent is Assignor, or (ii) in Cleveland, Ohio, United States of America, if the respondent is Assignee, under the Rules of Arbitration of the American Arbitration Association. The arbitration must be conducted by one (1) or three (3) arbitrators from the American Arbitration Association. The award of such arbitration shall be final and binding upon both parties. The language to be employed shall be English. The costs involved in the arbitration process (excluding the parties' attorney's fees or in-house administration costs) will be paid by the losing party unless otherwise awarded.

[Signature Pages Follow]

EXHIBIT A
ASSIGNED TRADEMARK

Trademark:	SARISA
Country of Registration:	United States of America
Registration No.:	5945225
Class:	005
Goods:	Pesticides for aphids, sucking insects, and their larval stages.