

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM586200

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BASF SE		06/02/2020	Corporation:
RECEIVING PARTY DATA			
Name:	M.S. Technologies, L.L.C.		
Street Address:	103 Avenue D.		
City:	West Point		
State/Country:	IOWA		
Postal Code:	52626		
Entity Type:	Limited Liability Company: IOWA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88409314	XITAVO	
CORRESPONDENCE DATA			
Fax Number:	5152833108		
<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:	5152833100		
Email:	epolzin@nyemaster.com		
Correspondent Name:	Allison E. Kerndt		
Address Line 1:	700 Walnut Street		
Address Line 2:	Suite 1600		
Address Line 4:	Des Moines, IOWA 50309		
NAME OF SUBMITTER:	ALLISON E. KERNDT		
SIGNATURE:	/Allison E. Kerndt/		
DATE SIGNED:	07/13/2020		
Total Attachments: 5			
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RecID: 88033470

TRADEMARK TRANSFER AGREEMENT

This agreement (the "Agreement") is by and between BASF SE, Carl-Bosch-Strasse 38, 67056 Ludwigshafen am Rhein, Germany (BASF) and M.S. Technologies, L.L.C., 103 Avenue D, West Point, IA 52626, USA (MS TECH) and is effective as of June 2, 2020 (the "Effective Date"). Each of BASF and MS TECH is a "Party", and together they are the "Parties".

WHEREAS, BASF is the owner of certain registered trademarks, unregistered trademarks, or distinctive signs constituting a potential trademark identified in Exhibit A (the "Trademarks");

WHEREAS, MS TECH and BASF's US affiliate BASF Corporation have agreed to a distribution agreement in the field of soybeans (Distribution Agreement);

WHEREAS, BASF desires to sell, assign and transfer all of BASF's rights, title and interest in and to the Trademarks to MS TECH to be used in the context of the Distribution Agreement;

In consideration of the foregoing and for other good and valuable consideration including the agreed-upon payment of one U.S. dollar (\$1), the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Trademark Assignment. BASF irrevocably sells, assigns, grants and transfers to MS TECH, all of BASF's worldwide right, title, and interest in and to the Trademarks, including any common law rights that may exist in the Trademarks, and any trademark registrations and applications that may exist covering the Trademarks, along with the goodwill of the business symbolized by use of the Trademarks, and the right to sue third parties for and recover and retain all damages and other remedies for past, present, and future infringement and all other violations in law or equity concerning the Trademarks, the same to be held and enjoyed by MS TECH for its own use and enjoyment and 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 BASF if this assignment had not been made (the "Assignment").

2. To the extent that BASF is seeking to perfect the ownership of the Trademarks and BASF's ownership of the Trademarks has not been perfected by the Effective Date, BASF agrees to promptly assign ownership of the Trademarks to MS TECH or its designated affiliate, in accordance with the terms of this Agreement, as soon as such ownership has been perfected. BASF further agrees to take all steps necessary to promptly expedite any perfection of their ownership in and to the Trademarks. BASF hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademark registrations, to record this Assignment, and to issue or transfer said Trademarks to MS TECH as owner of all right, title and interest therein, or otherwise as MS TECH may direct, in accordance with the terms of the Assignment.

3. Execution and Delivery. Upon MS TECH's request, BASF agrees that it will take such actions and execute such documents (including, without limitation, the prompt execution and

delivery of documents in recordable form or testifying as to any material fact or thing) as may be necessary to vest in and secure unto MS TECH the full right, title and interest in and to the Trademarks (including any common law rights and goodwill that may exist in the Trademarks) and to protect and enforce the Trademarks.

4. Representations and Warranties. BASF represents and warrants that BASF has the full right to convey the entire right, title and interest herein assigned (including any common law rights and goodwill that may exist in the Trademarks), and that BASF will not take any action, use any trademark, or execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein.

5. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THE USE OF THE TRADEMARKS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Miscellaneous.

a. Independent Contractors. The Parties hereto are independent contractors and are not partners, joint venturers or otherwise affiliated, and neither Party has any right or authority to bind the other in any way.

b. Notices. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given only if personally delivered, delivered by a major commercial rapid delivery courier service with tracking capabilities, costs prepaid, or mailed by certified or registered mail, return receipt requested, postage prepaid, to a Party at the address set forth below or such other address as a Party last provided to the other by written notice:

If to BASF:

BASF SE
Carl-Bosch-Strasse 38, 67056 Ludwigshafen am Rhein, Germany
Attention: C006 – GBI/L

If to MS TECH:

M.S. Technologies, L.L.C.
103 Avenue D
West Point, IA 52626
Attention: Legal Department

c. Modification and Waiver. The failure of either Party to enforce its rights or to require performance by the other Party of any term or condition of this Agreement shall not be construed as a waiver of such rights or of its right to require future performance of that term or condition.

Any amendment or modification of this Agreement or any waiver of any breach of any term or condition of this Agreement must be in a writing signed by both Parties in order to be effective and shall not be construed as a waiver of any continuing or succeeding breach of such term or condition, a waiver of the term or condition itself or a waiver of any right under this Agreement.

d. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Iowa. (USA). The Parties further agree that any dispute arising under or relating to this TM Agreement shall be subject to AAA Arbitration pursuant to the process set forth in the Distribution Agreement.

e. **Headings.** Headings and captions are for convenience of reference only and shall not be deemed to interpret, supersede or modify any provisions of this Agreement.

f. **Severability.** In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

g. **Entire Agreement.** Upon execution by both Parties, this Agreement shall constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all discussions, negotiations, agreements and past dealings, either oral or written, between or among the Parties relating to the subject matter hereof.

h. **Non-Exclusive Remedies.** The rights and remedies of a Party set forth herein are not exclusive, the exercise thereof shall not constitute an election of remedies and the aggrieved Party shall in all events be entitled to seek whatever additional remedies may be available in law or in equity.

Each Party represents and warrants that it has full right, power and authority to enter into this Agreement and perform all of its obligations hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have each caused this Agreement to be executed by their authorized representatives.

BASF SE 6/2/2020 | 10:06 PM CEST
Dated: _____
Name: i.V. Erik Jansen
Title: Senior Legal Counsel Global IP

DocuSigned by:
i.V. Erik Jansen
Signature: _____
887C032CEEEF4BC

6/3/2020 | 8:15 AM CEST
Dated: _____
Name: Martina Eberle
Title: Vice President Global IP

DocuSigned by:
Martina Eberle
Signature: _____
166B4A75B5974E1

M.S. Technologies, LLC 46EED53A76644D7
Signature: *Joseph H. Merschman*
Name: Joseph H. Merschman
Title: President
Dated: 6/3/2020 | 10:46 AM PDT

DocuSigned By: Joseph H. Merschman

Exhibit A

Trademarks:

Mark	Serial No.	Filing Date	Reg. No.	Jurisdiction of Registration	Reg. Date.
XITAVO	88/409,314	2019-04-30		US	
XITAVO	1960797	2019-05-03		CA	