

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639567

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Legacy Seed Companies, LLC		03/09/2021	Limited Liability Company: DELAWARE
D.F. Seeds, LLC		03/09/2021	Limited Liability Company: DELAWARE
Legacy Seeds, LLC		03/09/2021	Limited Liability Company: DELAWARE
290 Depot St, LLC		03/09/2021	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	Legacy Seeds Acquisition Company, LLC		
Street Address:	290 Depot St.		
City:	Scandinavia		
State/Country:	WISCONSIN		
Postal Code:	54977		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	85667913	EARTHBUILDER	
Serial Number:	86004569	FUMARAD	
Serial Number:	86620943	HD	
Serial Number:	86451190	INTEGRITY IN EVERY BAG	
Serial Number:	85785232	LEGACY BRAND	
Serial Number:	87042935	LEGACY SEEDS	
Serial Number:	85668084	PILEDRIVER	
Serial Number:	86324738	RATIONCHOICE	
Serial Number:	85766437	STANDLIFE GENETICS	
Serial Number:	86827807	IT'S ALL ABOUT MORE MILK!	
Serial Number:	87493129	LEGACY SEEDS INTEGRITY. PERFORMANCE. SOL	
Serial Number:	87662126	KLEAN SEED	
Registration Number:	4458358	NON GMO	

CH \$340.00 85667913

CORRESPONDENCE DATA**Fax Number:** 3142592020*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:** 314-259-2000**Email:** susan.murphy@bclplaw.com**Correspondent Name:** BRYAN CAVE LEIGHTON PAISNER LLP**Address Line 1:** 211 North Broadway, Suite 3600**Address Line 2:** SUITE 3600**Address Line 4:** St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	1089144.5
NAME OF SUBMITTER:	Lucinda A. Althausser
SIGNATURE:	/Lucinda A. Althausser/
DATE SIGNED:	04/15/2021

Total Attachments: 8

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Assignment”), including all schedules attached hereto, is made effective March 9, 2021 (the “Effective Date”), by and among Legacy Seed Companies, LLC, a Delaware limited liability company (the “Company”), D.F. Seeds, LLC, a Delaware limited liability company (“D.F. Seeds”), Legacy Seeds, LLC, a Delaware limited liability company (“Legacy Seeds”), 290 Depot St, LLC, a Wisconsin limited liability company (“290 Depot St” and, together with the Company, D.F. Seeds, and Legacy Seeds, collectively the “Assignors” and individually, an “Assignor”), and Legacy Seeds Acquisition Company, LLC, a Delaware limited liability company (“Assignee”). Assignors and Assignee may be referred to in this Assignment each as a “Party” and collectively as the “Parties.”

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement dated as of March 9, 2021 (the “Asset Purchase Agreement”); and

WHEREAS, pursuant to the terms and subject to the conditions of the Asset Purchase Agreement, the Parties agreed that each Assignor would transfer, or cause to be transferred, to Assignee, all Intellectual Property owned by such Assignor that is used in, held for use, or otherwise related to the Business, including: (i) (x) in respect of Legacy Seeds, the trademarks and registrations and applications therefor set forth on Schedule A-1 attached hereto, and all other trademarks, service marks and other indicia of origin owned by Legacy Seeds and (y) in respect of D.F. Seeds, the trademarks and registrations therefor set forth on Schedule A-2 attached hereto, and all other trademarks, service marks and other indicia of origin owned by D.F. Seeds (collectively, the “Purchased Trademarks”) and (ii) (x) in respect of Legacy Seeds, the registered domain names set forth on Schedule B-1 attached hereto and any other domain name registrations owned by Legacy Seeds and (y) in respect of D.F. Seeds, the registered domain names set forth on Schedule B-2 attached hereto and any other domain name registrations owned by D.F. Seeds (collectively, the “Purchased Domain Names”); and

NOW, THEREFORE, in consideration of the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the Parties agree as follows:

1. All capitalized terms not otherwise defined herein, as used in this Assignment, shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement.

2. Subject to the terms and conditions of the Asset Purchase Agreement, each Assignor hereby sells, assigns, transfers and conveys to Assignee, and Assignee purchases, acquires and accepts, all of such Assignor’s right, title, and interest in, to and under the Purchased Trademarks and the Purchased Domain Names that such Assignor owns, together with all goodwill associated therewith and all income, royalties, damages and payments earned or accrued as of the Closing or thereafter with respect thereto (including damages and payments for past, present or future infringements or misappropriations thereof and the right to sue and recover for past, present or future infringements or misappropriations thereof), free and clear of all Encumbrances (other than Permitted Encumbrances). Each Assignor further agrees to execute such further documents

reasonably required by Assignee to secure and enforce the rights granted to Assignee under this Assignment, including, but not limited to, (i) providing all transfer approvals and otherwise completing any online procedures set forth by the registrar for the Purchased Domain Names it owns that are necessary to transfer such Purchased Domain Names and (ii) cooperation in executing documents requested by Assignee to complete formalities for perfecting the assignment of all Purchased Trademarks it owns and recordation of the assignment of the Purchased Trademark registrations and pending applications it owns with the appropriate governmental authorities.

3. Assignee may record this Assignment with the United States Patent and Trademark Office and with comparable offices in other jurisdictions throughout the world, as well as with any other United States or foreign government office as may be necessary or appropriate.

4. This Assignment is executed and delivered pursuant to the Asset Purchase Agreement and is subject to and with the benefit of the respective representations, warranties, covenants, terms, conditions and other provisions of the Asset Purchase Agreement. The Parties acknowledge that this Assignment and the Asset Purchase Agreement are intended to be consistent and complementary; however, in the event of any conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement will control. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Asset Purchase Agreement.

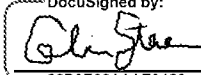
5. This Assignment shall in all respects be construed in accordance with and governed by the laws of the State of Delaware, without reference to its conflict of laws rules.

6. This Agreement may be executed simultaneously in multiple counterparts (including by facsimile, PDF or similar method), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

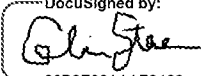
[Signatures on following page]

Assignors:

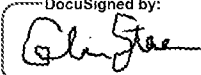
LEGACY SEED COMPANIES, LLC

DocuSigned by:

By: _____
Name: Colin Steen
Title: President and Chief Executive Officer

LEGACY SEEDS, LLC

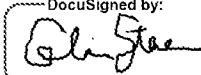
DocuSigned by:

By: _____
Name: Colin Steen
Title: Chief Executive Officer

D.F. SEEDS, LLC

DocuSigned by:

By: _____
Name: Colin Steen
Title: Chief Executive Officer

290 DEPOT ST, LLC


By: Legacy Seed Companies, LLC
Its: Managing Member

DocuSigned by:

By: _____
Name: Colin Steen
Title: President and Chief Executive Officer

[Signatures continued on following page.]

Assignee:

LEGACY SEEDS ACQUISITION COMPANY,
LLC

By: 
Name: Mark Zenuk
Title: President, Secretary and Assistant Treasurer

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007258 FRAME: 0430

Schedule A-1

Legacy Seed Purchased Trademarks

Mark	Application or Serial Number	Registration Number	Registration Date
EARTHBUILDER	85667913	4,506,272	04/01/2014
FUMARAD	86004569	4,610,948	09/23/2014
HD	86620943	4,962,739	05/24/2016
INTEGRITY IN EVERY BAG	86451190	4,830,250	10/13/2015
LEGACY BRAND	85785232	4,358,087	06/25/2013
LEGACY SEEDS	87042935	N/A	N/A
PILE DRIVER	85668084	4,426,365	10/29/2013
RATIONCHOICE	86324738	4,819,199	09/22/2015
STANDLIFE GENETICS	85766437	4,397,811	09/03/2013
IT'S ALL ABOUT MORE MILK!	86827807	—	—
LEGACY SEEDS INTEGRITY. PERFORMANCE. SOLUTIONS and Design	87493129	5,434,803	03/27/17
KLEAN SEED	87662126	5,644,933	01/01/19

Schedule A-2

D.F. Seed Purchased Trademarks

U.S. Trademark Reg. No. 4,458,358 for NON GMO and Design, registered on 12/31/2013

Schedule B-1

Legacy Seed Purchased Domain Names

1. Earthbuildercovercrops.com
2. Legacyseeds.com
3. Legacyseedcompanies.com
4. Piledriverradish.com
5. Standlifegenetics.com
6. Standlifegeneticsalfalfa.com
7. Tillermanseeds.com

Schedule B-2

D.F. Seed Purchased Domain Names

1. Dfseeds.com