

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM639881

<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>
BASF Corporation		08/28/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tor Acquisition LLC		
<b>Street Address:</b>	75 E. 2nd Street		
<b>City:</b>	Bayonne		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07002		
<b>Entity Type:</b>	Limited Liability Company: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2184005	VECTOR	
<b>Registration Number:</b>	3364306	VECTOR PLASMA	
<b>Registration Number:</b>	3518151	VECTOR PLASMA ONE	
<b>Registration Number:</b>	2507342	CLASSIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2122168000		
<b>Email:</b>	tmdocket@tarterkrinsky.com		
<b>Correspondent Name:</b>	Tuvia Rotberg		
<b>Address Line 1:</b>	1350 Broadway, 11th Floor		
<b>Address Line 2:</b>	Tarter Krinsky & Drogin LLP		
<b>Address Line 4:</b>	New York, NY, NEW YORK 10018		
<b>ATTORNEY DOCKET NUMBER:</b>	87011-112		
<b>NAME OF SUBMITTER:</b>	Tuvia Rotberg		
<b>SIGNATURE:</b>	/Tuvia Rotberg/		
<b>DATE SIGNED:</b>	04/16/2021		
<b>Total Attachments: 6</b>			

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EXHIBIT A

TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT

This Trademark and Copyright Assignment Agreement (this "Agreement") is made and entered into as of this 28<sup>th</sup> day of August 2020, by and between BASF Corporation, a Delaware corporation with offices at 26 Davis Drive, Research Triangle Park, North Carolina 27709, United States of America ("Assignor") and Tor Acquisition LLC, a New Jersey limited liability company ("Assignee").

Assignor and Assignee are individually referred to as a "Party" and collectively referred to as the "Parties" within this Agreement.

**RECITALS**

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated of even date herewith (the "APA");

WHEREAS, in connection with the transactions contemplated by the APA, Assignor (*effective upon completion of the Closing*) wishes to assign to Assignee its entire right, title and interest in and to (i) the trademark registrations listed on Schedule 2.01(a)(i) of the APA (the "Assigned Trademarks"), along with the goodwill of the business symbolized thereby; and (ii) Assignor's copyrighted marketing materials, product brochures (technical and otherwise), product packaging, and product labels, (including content and layout, however, excluding any BASF proprietary marks other than those explicitly disclosed herein) associated with the Business, including, but not limited to web pages, and all content and data thereon or relating thereto, whether or not copyrighted (collectively, the "Copyrights"); and

WHEREAS, Assignor and Assignee wish to document the formal assignment to Assignee of Assignor's right, title and interest in and to the Assigned Trademarks and Copyrights;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound hereby, agree to the foregoing and as follows:

Section 1. **Definitions.** Capitalized terms used but not defined herein shall have those meanings assigned to them in the APA.

Section 2. **Assignment.** Subject to the terms and conditions of the APA, upon completion of the Closing Assignor conveys, transfers, and assigns to Assignee all of its right, title and interest in and to the Assigned Trademarks and Copyrights (including content and layout, however, excluding any BASF proprietary marks other than those explicitly disclosed herein), together with all claims that can or may be asserted by Assignor arising out of or relating to the use or ownership of the Assigned Trademarks and Copyrights. Assignee shall have the right to use and modify Assignor's materials that are the subject of the Copyrights.

Section 3. **Maintenance of the Assigned Trademarks.** After completion of the Closing and execution of this Agreement by the Parties, Assignee shall be solely responsible for the pursuance and maintenance of the Assigned Trademarks; in particular, Assignee shall be responsible for all payments of maintenance fees, official fees, etc. which may come due after execution and Closing of the APA and this Agreement. Assignee shall be responsible for registering the assignments of the Trademarks with the appropriate government agencies and payment of official fees for recordation.

Section 4. **Assistance of Assignor.** Assignor shall, from time to time, execute and deliver to Assignee, without further compensation, such additional instruments, documents, conveyances, or assurances and take such other action as shall be necessary or otherwise reasonably requested by Assignee to confirm and assure the rights and obligations provided for in this Assignment and render effective the consummation of the transactions contemplated hereby and thereby including, but not limited to, execute all lawful oaths, declarations, assignments, powers of attorney necessary for vesting title of the Assigned Trademarks, and Copyrights in Assignee.

Section 5. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

Section 6. **Rights Cumulative; Conflict With APA.** The rights, duties and obligations of the Parties hereunder shall be cumulative and in addition to the rights, duties and obligations of the Parties under the APA. Nothing herein shall be deemed to limit the rights, duties and obligations of the Parties under the APA and, to the extent of any conflict between the terms and conditions of this Agreement and the terms and conditions of the APA, the terms and conditions of the APA shall govern, supersede, and prevail.

Section 7. **Expenses.** Except as otherwise expressly provided herein, each of the Parties hereto shall be responsible for the payment of its own respective costs and expenses incurred in connection with the negotiations leading up to and the performance of its respective obligations pursuant to this Agreement, including the fees of any attorneys, accountants, brokers, or advisors employed or retained by or on behalf of such Party.

Section 8. **Notices.** All notices and other communications to be given under the terms of this Agreement or which any of the Parties desire to give hereunder shall be in writing and shall be made in accordance with **Section 11.01** (Notices) of the APA.

Section 9. **Headings.** The descriptive headings of the several Sections of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

Section 10. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective upon Closing and when one or more counterparts have been signed by each of the Parties hereto and delivered, in person or by facsimile, or by electronic image scan, receipt acknowledged, to the other Party hereto.

Section 11. **Integrated Contract.** This Agreement, together with the APA and the other agreements executed in connection therewith, including the schedules, exhibits and annexes hereto and thereto, constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and supersede any previous agreements and understandings between the Parties with respect to such matters. All Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 12. **Severability; Enforcement.** The invalidity, illegality or unenforceability of any portion hereof shall not affect the validity, force or effect of the remaining portions hereof. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, each Party agrees that a court of competent jurisdiction may enforce such restriction to the maximum extent permitted by law, and each Party hereby consents and agrees that such scope may be judicially modified accordingly in any proceeding brought to enforce such restriction.

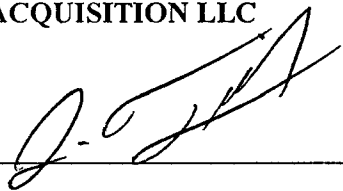
Section 13. **Governing Law & Dispute Resolution.** This Agreement and disputes relating hereto (whether for breach of contract, tortious conduct, or otherwise) shall be governed and construed as set forth in **Section 11.05** (Governing Law) of the APA, and disputes shall be resolved in the matter set forth in **Section 11.06** (Dispute Resolution) of the APA.

Section 14. **Amendments.** This Agreement may be amended, modified, superseded or canceled and any of the provisions hereof may be waived only by an instrument in writing signed by each of the Parties hereto or, in the case of a waiver, by or on behalf of the Party waiving compliance.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**ASSIGNEE**

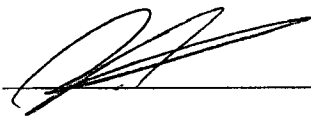
**TOR ACQUISITION LLC**

By: 

Name: Jonathan Frisch

Title: Member

Date: 9/23/20

By: 


Name: Jeffrey Frisch

Title: Member

Date: \_\_\_\_\_

**ASSIGNOR**

**BASF CORPORATION**

By: 

Name: Paul Rea

Title: SVP BASF Agricultural Solutions,  
North America

Date: September 28, 2020



Schedule 2.01(a)(i) - Assigned Trademarks

Mark Name	Mark Type Name	Territory	Classes	Scripts	Status	Filed Date	Application Number	Registration Number	Class Description
VECTOR	Word	Australia	9	latin	Registered	2011-12-12	1464516	1464516	Electronic fly trap for commercial and institutional use.
VECTOR	Word	Bangladesh	9	latin	Registered	2011-12-05	148943	148943	Electronic fly trap for commercial and institutional use
VECTOR	Word	Brazil	9	latin	Registered	2014-08-13	908114931	908114931	Electronic fly traps for commercial, institutional and industrial use; insect traps.
VECTOR	Word	Canada	5	latin	Registered	1993-06-25	731691	TMA 443594	Electronic fly traps for commercial, institutional and industrial use
VECTOR	Word	Chile	9	latin	Registered	1986-03-13	336891	514490	Electronic fly traps
VECTOR	Word	Colombia	9	latin	Registered	2000-11-23	89619	252031	Electronic fly traps for commercial, institutional and industrial use
VECTOR	Word	Costa Rica	9	latin	Registered	2013-07-04	2013-0005842	232526	traps electronic for files for use commercial, industrial and institutional.
VECTOR	Word	Germany	9	latin	Registered	2002-10-16	30250859	302508597	Electronic fly traps
VECTOR	Word	Spain	21, 9	latin	Registered	2002-09-25	2505281	2505281	Electronic fly traps for commercial and institutional use; insect traps
VECTOR	Word	France	9	latin	Registered	2002-10-15	23188953	23188953	traps electronic for flying insects.
VECTOR	Word	United Kingdom	9	latin	Registered	2003-03-27	2327869	2327869	Electronic fly traps for commercial and institutional use
VECTOR	Word	Greece	9	latin	Registered	2002-10-01	148204	148204	Electronic fly traps for commercial and institutional use

VECTOR	Word	Guatemala	9	latin	Registered	2001-01-28	M5452001	113601	Electronic fly traps for commercial, institutional and industrial use
VECTOR	Word	Honduras	9	latin	Registered	1999-09-06	121331999	105463	Traps electronic for flies for use commercial, industrial and institutional.
VECTOR	Word	Indonesia	9	latin	Registered	2012-03-07	D00-2012-010542	IDM000429770	Electronic fly trap for commercial and institutional use.
VECTOR	Word	India	9	latin	Registered	2011-09-06	2200580	2200580	Electronic fly trap
VECTOR	Word	Italy	9	latin	Registered	2002-11-08	MI2002C010856	1520144	Electronic fly traps for commercial and institutional use
VECTOR	Word	Japan	21	latin	Registered	2012-03-22	2012-21907	5518690	Electronic fly trap for commercial and institutional use
VECTOR	Word	Korea, Republic of (KR)	9	latin	Registered	2012-02-21	40-2012-0011060	40-0967952	Electronic fly trap for commercial and institutional use.
VECTOR	Word	Mexico	9	latin	Registered	1993-06-24	171273	463723	Electronic fly trap
VECTOR	Word	Malaysia	21	latin	Registered	2012-06-18	2012010411	2012010411	Electronic fly trap for commercial and institutional use.
VECTOR	Word	Nicaragua	9	latin	Registered	1999-10-13	99-03454	45337	Electronic fly traps for commercial, institutional and industrial use Adaptadores electrónicos de moscas para uso comercial, institucional e Industrial.
VECTOR	Word	Panama	9	latin	Registered	1999-12-29	104594	104594	Electronic fly traps for commercia, institutional and industrial use
VECTOR	Word	Peru	21	latin	Registered	2012-06-27	498725-2012	196101	electronic fly trap for commercial and institutional use
VECTOR	Word	Pakistan	9	latin	Registered	2011-12-07	310926	310926	Electronic fly trap for commercial and institutional use; being goods included in class 09.

VECTOR	Word	Singapore	9	latin	Registered	2011-12-05	T1117256B	T1117256B	Electronic fly trap for commercial and institutional use
VECTOR	Word	El Salvador	21	latin	Registered	1999-11-18	8127/19999	29BOOK139	Electronic fly traps for commercial, institutional and industrial use
VECTOR	Word	Taiwan	21	latin	Registered	2012-03-15	101013412	1547624	Electronic fly traps for commercial and institutional use.
VECTOR	Word	United States of America	9	latin	Registered	1997-07-29	75332500	2184005	Electronic fly traps for commercial, institutional and industrial use
VECTOR	Word	Vietnam	9	latin	Registered	2012-02-21	4-2012-02643	210694	Electronic fly trap for commercial and institutional use.
VECTOR PLASMA	Word	United States of America	9	latin	Registered	2006-10-13	77020472	3364306	Electronic fly traps
VECTOR PLASMA ONE	Word	United States of America	9	latin	Registered	2005-02-04	78560664	3518151	Electronic fly traps; Non-electronic fly traps, glueboards for catching flies
VECTOR (latin / tamil / sinhala (LK))	Word	Sri Lanka	9	latin / tamil / sinhala (LK)	Registered	2012-02-08	168757	168757	Electronic fly trap for commercial and institutional use.
CLASSIC	Word	United States of America	9	Latin	Registered	1997-10-29	75364585	2507342	Electronic fly traps

TRADEMARK

REEL: 007258 FRAME: 0558

RECORDED: 04/16/2021