

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645887

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Syngenta Participations AG		12/15/2020	Corporation: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Gowan Company, LLC		
Street Address:	370 South Main Street		
City:	Yuma		
State/Country:	ARIZONA		
Postal Code:	85364		
Entity Type:	Limited Liability Company: ARIZONA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1933492	PEAK	
Registration Number:	2438890	NORTHSTAR	
Registration Number:	1498268	BEACON	
CORRESPONDENCE DATA			
Fax Number:	5206232418		
<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:	5207708700		
Email:	tm-dept@quarles.com		
Correspondent Name:	Quarles & Brady LLP		
Address Line 1:	One South Church Avenue, Suite 1800		
Address Line 2:	Attn: Michael Curley		
Address Line 4:	Tucson, ARIZONA 85701		
ATTORNEY DOCKET NUMBER:	121895.00002		
NAME OF SUBMITTER:	Michael J. Curley		
SIGNATURE:	/Michael J. Curley/		
DATE SIGNED:	05/11/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is effective as of December 15, 2020 (the "Effective Date") by and between Syngenta Participations AG, a Swiss Corporation (registered number CHE-101.201.323) with offices at Rosentalstrasse 67, Basel 4058 Switzerland (formerly Schwarzwaldallee 215, 4058 Basel, Switzerland) ("ASSIGNOR"), and Gowan Company, LLC, an Arizona limited liability company with its principal place of business at 370 South Main Street, Yuma, AZ 85364 ("ASSIGNEE").

BACKGROUND

WHEREAS, ASSIGNOR and ASSIGNEE, or one of their respective Affiliates (as defined in the Asset Purchase Agreement), entered into an Asset Purchase Agreement dated as of December 15, 2020 (the "Purchase Agreement"), pursuant to which ASSIGNOR is selling, assigning, transferring and conveying certain assets to ASSIGNEE, including, without limitation, all of ASSIGNOR's right, title and interest in the trademarks listed on the attached Schedule A (herein defined as "TRADEMARKS"), and ASSIGNEE is purchasing such assets.

TERMS

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, the parties hereto hereby agree as follows:

Effective as of the Effective Date, and subject to the terms and conditions of the Purchase Agreement, ASSIGNOR hereby sells, assigns, transfers and conveys to ASSIGNEE all right, title and interest in and to all TRADEMARKS (word marks only) listed on the attached Schedule A in Canada and in the United States of America (Territory), together with the goodwill of the business which they represent symbolized by the TRADEMARKS, held by ASSIGNOR, together with all common law rights attached to the TRADEMARKS, together with all registrations and applications for registration of the TRADEMARKS, all claims, demands and rights to recovery that ASSIGNOR has or may have for past and future infringements, dilution or other violations of such TRADEMARKS, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery in the Territory.

ASSIGNOR and ASSIGNEE shall each take, and shall cause their respective Affiliates to take, any and all additional actions as may be reasonably necessary or appropriate to effect the assignment transactions contemplated, including, but not limited to, execution of individual assignment documentation for filing with the authorities of each individual country. The responsibility to prepare any additional documents for the assignments and to file assignments with the national trademark offices of each country shall be on the ASSIGNEE and the ASSIGNEE shall bear the cost of preparing and filing such assignments.

ASSIGNOR hereby requests the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any country foreign to the United States, to record this Assignment, as to the assigned TRADEMARKS herein referred to.

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This Assignment shall be construed and enforced in accordance with the substantive laws of the State of New York without reference to principles of conflicts of law.

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IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be executed and delivered as of the date first above written.

SYNGENTA PARTICIPATIONS AG

DocuSigned by:
Jean-Marc Fournier
By: _____
Name: Jean-Marc Fournier
Title: Lead Counsel Weed Control

DocuSigned by:
Joachim Hofmann
By: _____
Name: Joachim Hofmann
Title: Lead Trademark Attorney

[Trademark Assignment – Assignor Signature]

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IN WITNESS WHEREOF, ASSIGNEE has caused this Assignment to be executed and delivered as of the date first above written.

GOWAN COMPANY, LLC

DocuSigned by:
Juli Jessen
By: _____
Name: Juli Jessen
Title: Chief Executive Officer

[Trademark Assignment – Assignee Signature]

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SCHEDULE A
TO TRADEMARK ASSIGNMENT

Trademark	Status	Reg. No.	Country	Next renewal
PEAK	registered	1933492	US	Nov 07, 2025
SPIRIT	expired	2298785	US	Expired in Dec 09, 2019
NORTHSTAR	registered	2438890	US	March 29, 2021
BEACON	registered	1498268	US	August 02, 2028

Trademark	Status	Reg. No.	Country	Next renewal
PEAK	registered	TMA493607	Canada	April 23, 2028

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