

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693239

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| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| RESUBMIT DOCUMENT ID: | 900658408 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| The Scoular Company | | 05/24/2021 | Corporation: NEBRASKA |
| RECEIVING PARTY DATA | | | |
| Name: | Green Leaf Global, LLC | | |
| Street Address: | 3755 Avocado Blvd. #1000 | | |
| City: | La Mesa | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 91941-7301 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88912019 | PROLEAF | |
| Serial Number: | 88912058 | PROLEAF MAX | |
| Serial Number: | 88912086 | PROFIBER PLUS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4023440588 | | |
| <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: | 402-636-8229 | | |
| Email: | gderrick@bairdholm.com | | |
| Correspondent Name: | Grayson J. Derrick | | |
| Address Line 1: | 1700 Farnam Street Suite 1500 | | |
| Address Line 4: | Omaha, NEBRASKA 68102 | | |
| ATTORNEY DOCKET NUMBER: | S3138-190 | | |
| NAME OF SUBMITTER: | Grayson J. Derrick | | |
| SIGNATURE: | /Grayson J. Derrick/ | | |
| DATE SIGNED: | 12/08/2021 | | |
| Total Attachments: 10 | | | |
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**AMENDMENT, REDEMPTION, WITHDRAWAL
AND
TERMINATION AGREEMENT**

This Amendment, Redemption, Withdrawal and Termination Agreement (this “**Agreement**”) is made and entered effective as of May 18, 2021 (the “**Effective Date**”), by and among Green Leaf Global, LLC (the “**Company**”), Green Gold Development, LLC (“**GGD**”), The Scoular Company (“**Scoular**”), A. Scott Jackson (“**Jackson**”) and Christopher A. Pratt (“**Pratt**”). Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Limited Liability Company Agreement of the Company (the “**LLC Agreement**”).

1. Amendment. Pursuant to Section 15.1, Scoular and GGD hereby amend the LLC Agreement by adding the following Section 3.20:

Section 3.20 Withdrawal and Redemption. Notwithstanding any other provisions to the contrary in this Agreement, a Member may withdraw as a member of the Company and the Company may redeem such Member’s Units upon the written agreement of all Members and the Company.

2. Withdrawal/Redemption of Units. Pursuant to the terms and conditions set forth in this Agreement, Scoular hereby irrevocably and unconditionally withdraws as a member of the Company and the Company hereby redeems Scoular’s 500 Units (the “**Units**”). On the Effective Date, the following actions shall occur concurrently: (a) the Company will redeem in full Scoular’s Units, and (b) Scoular will irrevocably and unconditionally withdraw from the Company (collectively, the “**Transaction**”).

3. Consideration.

- (a) Adequacy of Consideration. Scoular acknowledges that (i) the indemnity from the Company under this Agreement and the LLC Agreement, and (ii) the acknowledgements, agreements, and payments detailed at *Section 4* constitute fair, adequate and sufficient consideration under this Agreement for the Transaction.
- (b) Survival of Indemnification Provisions. Notwithstanding the Transaction (or any other provision set forth in this Agreement), the indemnification and other provisions set forth in Article 7 of the LLC Agreement for the benefit of Scoular and the other Indemnitees described therein shall survive Scoular’s withdrawal from the Company with respect to any claim that arises on or prior to the Effective Date which is covered under Article 7 of the LLC Agreement. Scoular has no further duties, liabilities and/or obligations to the Company or to GGD with respect to the Units and/or under the LLC Agreement as of the Effective Date.

4. **Representations and Warranties.**

(a) Scoular's Representations and Warranties. Scoular makes the following representations and warranties to the Company as of the Effective Date.

(i) Scoular has full power and authority to enter into this Agreement and to consummate the Transaction and any other transactions contemplated hereby. This Agreement and the consummation of the Transaction and any other transactions contemplated hereby have been duly authorized by all necessary action on the part of Scoular, no further consent or approval is required, and this Agreement constitutes the legal, valid and binding obligation of Scoular, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency or other laws relating to or affecting enforcement of creditor's rights generally or by general equity principles.

(ii) Scoular owns the Units free and clear of all liens and encumbrances or other restrictions of any kind whatsoever of any person whether claiming through Scoular or otherwise.

(b) Company's Representations and Warranties. The Company hereby represents and warrants to Scoular as of the Effective Date as follows:

(i) The Company is a limited liability company duly organized and validly existing under the laws of the state of Delaware, with all requisite power to carry on its business as presently owned or conducted and to take any action contemplated by it pursuant to this Agreement.

(ii) The Company has full power and authority to enter into this Agreement and to consummate the Transaction and any other transactions contemplated hereby. This Agreement and the consummation of the Transaction and any other transactions contemplated hereby have been duly authorized by all necessary action on the part of the Company, no further consent or approval is required from the Company, GGD or any other Person except for such consents or approval being obtained prior to the Effective Date and all such consents and approvals have been obtained as of the Effective Date, and this Agreement constitutes the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency or other laws relating to or affecting enforcement of creditor's rights generally or by general equity principles.

5. Acknowledgments and Agreements. As a material inducement to Scoular to enter into this Agreement, the Company and GGD each hereby acknowledge and agree to the following. The date on which all of the obligations detailed at (b), (d), (g) and (i) below have been fulfilled is referred to herein as the “**Fulfillment Date.**”

- (a) AS-IS ACQUISITION. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, THE COMPANY IS REDEEMING AND ACQUIRING SCoular’S UNITS IN THE COMPANY ON AN “AS-IS/WHERE-IS” AND “WITH ALL FAULTS AND DEFECTS” BASIS WITHOUT ANY REPRESENTATION OR WARRANTY OF SCoular (OR ANY AFFILIATE OR REPRESENTATIVE OF SCoular), EXPRESS, IMPLIED OR STATUTORY, AS TO SUCH UNITS, THE COMPANY, OR THE NATURE OR CONDITION OF OR TITLE TO ALL OR ANY OF THE ASSETS OF THE COMPANY.
- (b) Cash Payment. On or before May 31, 2021, the Company shall pay \$200,000.00 to Scoular as payment in full for, and in redemption of, the Units.
- (c) Technology License Agreement. The Technology Agreement between the Company, Scoular, GGD, Pratt and Jackson dated May 29, 2019, shall terminate effective as of the Fulfillment Date. For all purposes, Scoular acknowledges and agrees that on the Fulfillment Date, Scoular shall have no right or claim whatsoever in or related to the “Background Intellectual Property” or the “Technology” as those terms are defined in Article 1 of the Technology License Agreement, and as may be referenced in the LLC Agreement of the Company.
- (d) Equipment Transfer. On or before May 31, 2021, the Company will transfer ownership of the Claas 960 SP forage harvester and the dryer to Scoular in full satisfaction of the Loan Documents (defined at Section 5 (f)) and the obligations thereunder. For Scoular internal reference purposes only, the value assigned to the harvester is \$200,000.00 and the value assigned to the dryer is \$100,000.00.
- (e) Processing Plants Agreement and Services Agreement. The Processing Plants Agreement between the Company, Scoular and GGD dated May 29, 2019, and the Services Agreement between the Company, Scoular and GGD dated May 29, 2019, shall each terminate effective as of Fulfillment Date. Scoular waives any right or claim to any of the equipment utilized in the processing plant other than as set forth in Paragraph 5(d) hereof.

- (f) Loan Documents; UCC. Each of the following shall terminate effective as of the Fulfillment Date and any obligations remaining thereunder at such time shall be forgiven in full (collectively, the "**Loan Documents**"): (i) the Loan Agreement between the Company, Scoular and GGD dated May 29, 2019, and (ii) the Line of Credit Promissory Note dated May 29, 2019. The UCC-1 financing statement, as amended, filed with the Delaware Department of State remains in effect until the Fulfillment Date and, any time after the Fulfillment Date, each of the Company, GGD, Pratt and Jackson are authorized to file a UCC-3 termination statement.
- (g) Prepay Advance. Within ninety (90) days after the Effective Date, GGD will pay \$200,000.00 to Scoular in full satisfaction of the prepay advance.
- (h) Letter Agreement. The Letter Agreement and between the Company, Scoular, GGD, Pratt and Jackson dated December 18, 2019, and the obligations thereunder shall terminate effective as of the Fulfillment Date. The parties each acknowledge and agree that Unreimbursed Expenses under the terms of the Letter Agreement were advanced by Scoular to the Company as equity and not debt.
- (i) Hay Inventory. Within ninety (90) days after the Effective Date, GGD will pay Scoular for 2019 hay inventory of consisting of approximately 4,679 tons at a price of \$135/ton. The Company, GGD, Jackson and Scoular agree to cooperate in good faith in the reconciliation of the inventory amount.
- (j) No Representations. Other than the express representations, warranties, agreements and covenants of Scoular as set forth in this Agreement, neither Scoular, nor any Person acting by or on behalf of Scoular, has made any representation, warranty, inducement, promise, agreement, assurance or statement, oral or written, of any kind to the Company, GGD, Pratt or Jackson upon which the Company, GGD, Pratt or Jackson is relying, or in connection with which the Company, GGD, Pratt or Jackson has made or will make any decision concerning either Scoular's Units, the Company, the Agreement, the liabilities of the Company and/or the assets of the Company.

6. Management Rights and Release. On the Effective Date, Scoular's management, voting, approval or other similar rights with respect to the Company shall be irrevocably and unconditionally terminated. Scoular acknowledges and agrees that upon execution hereof, the Company shall be an asset of GGD, and that GGD is and shall thereafter be entitled to operate, manage, and conduct the Company's business or choose to dissolve the Company in its sole and absolute discretion. Except for the Company's indemnity as set forth herein and in the Company's LLC Agreement, this Agreement shall constitute a full and complete mutual release between and

among the parties of all claims related to the Company and its operations, whether known or unknown.

7.

7. Deliveries and Transaction Costs.

- (a) Scoular's Deliveries. At or before the Effective Date, Scoular shall deliver to the Company the written resignation of J.C. Olson as the Operations Manager.
- (b) Transaction Costs. Each of the parties shall be responsible for the payment of its own out-of-pocket costs, including attorneys' fees, incurred in connection with this Agreement, whether consummated or not.

8. Miscellaneous.

- (a) Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns. Neither the Company, GGD, Jackson, Pratt, nor Scoular shall assign any of their respective right, title or interest in or to this Agreement.
- (b) Amendments. This Agreement may be amended or modified only by a written instrument executed by Scoular, GGD, Jackson, Pratt, and the Company.
- (c) Governing Law. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the internal laws of the State of Delaware, without reference to the rules regarding conflict or choice of laws of such State.
- (d) Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa. This Agreement shall not be construed against any single party but shall be construed as a whole, in accordance with its fair meaning, and as if prepared by jointly by the parties.
- (e) No Obligation to Third Parties. The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate either of the parties hereto to, any person or entity not a party to this Agreement.
- (f) Further Assurances. Each of the parties shall execute such other and further documents and do such further acts as may be reasonably required to effectuate the

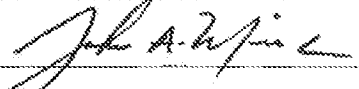
intent of the parties and carry out the terms of this Agreement. This provision shall survive the Effective Date.

- (g) Merger of Prior Agreements. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings between the parties relating to the subject matter hereof.
- (h) Enforcement. The parties shall bear their own attorneys' fees and costs incurred in connection with the negotiation and execution of this Agreement. In the event a dispute arises concerning the performance, meaning or interpretation of any provision of this Agreement or any document executed in connection with this Agreement, the prevailing party in such dispute shall be awarded any and all costs and expenses incurred by the prevailing party in enforcing, defending or establishing its rights hereunder or thereunder, including, without limitation, court costs and reasonable attorneys and expert witness fees. In addition to the foregoing award of costs and fees, the prevailing party shall also be entitled to recover its reasonable attorneys' fees incurred in any post judgment proceedings to collect or enforce any judgment. This provision is separate and several and shall survive the Effective Date.
- (i) Time. Time is of the essence of this Agreement.
- (j) Severability. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, then the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.
- (k) No Waiver. No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Agreement or under any other instrument or document given in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege. No waiver shall be valid against any party hereto unless made in writing and executed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.
- (l) Counterparts. This Agreement, and any document executed in connection with this Agreement, may be executed in any number of counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement with the same effect as if all parties had signed the same signature page.

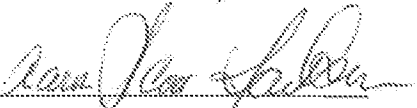
Signature Page Follows

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.


THE SCOULAR COMPANY

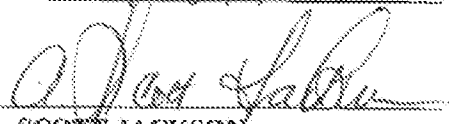
By: 
Name: JOHN A. MESSERICH
Title: SR. V.P. / DIVISION GM
Date: MAY 24, 2021

GREEN LEAF GLOBAL, LLC

By: 
Name: AARON SCOTT JACKSON
Title: OWNER
Date: MAY 24, 2021

GREEN GOLD DEVELOPMENT, LLC

By: 
Name: AARON SCOTT JACKSON
Title: MANAGER
Date: MAY 24, 2021


A. SCOTT JACKSON


CHRISTOPHER A. PRATT

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK is effective as of this 18th day of May 2021, by The Scoular Company, a Nebraska corporation ("Assignor"), to Green Leaf Global, LLC, a Delaware limited liability company with its principal place of business located at 3755 Avocado Blvd. #1000, La Mesa, California 91941-7301 ("Assignee").

WHEREAS, Assignor has adopted, used and is using the following marks, applications pending with the United States Patent and Trademark Office (collectively the "Marks"):

Table with 3 columns: Mark, Application No., Filing Date. Rows include PROLEAF, PROLEAF MAX, and PROFIBER PLUS.

WHEREAS, as a follow-up to the Amendment, Redemption, Withdrawal and Termination Agreement, Assignor wishes to assign the Marks to Assignee; and

WHEREAS, Assignee wishes to acquire the Marks, applications pending.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignors do hereby and have assigned to Assignee all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, all common law rights, and the above identified pending applications.

The Scoular Company, a Nebraska corporation, Assignor

By: [Signature] Assistant General Counsel

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

BE IT KNOWN that on the 29 day of September, 2021, before me, personally appeared Jordan Hasan, who executed the above Assignment and acknowledged the same to be his/her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my approval seal on the date and year last above written

[Signature] Notary Public

