

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM748125

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|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| RESUBMIT DOCUMENT ID: | 900698033 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Agro Logistics Systems, Inc. | | 03/16/2022 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | McLaughlin Gormley King Company | | |
| Street Address: | 7325 Aspen Ln N | | |
| City: | Minneapolis | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55428 | | |
| Entity Type: | Corporation: MINNESOTA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4173849 | DEBUG | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | trademarks@valent.com | | |
| Correspondent Name: | Teresa D. Tambolas | | |
| Address Line 1: | 1910 INNOVATION WAY SUITE 100 | | |
| Address Line 4: | LIBERTYVILLE, ILLINOIS 60048 | | |
| NAME OF SUBMITTER: | Julie Freeman | | |
| SIGNATURE: | /julie freeman/ | | |
| DATE SIGNED: | 08/12/2022 | | |
| Total Attachments: 4 | | | |
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EXHIBIT D

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT is made as of the 16th day of March, 2022, by and between Agro Logistic Systems, Inc., a California corporation ("Assignor") and McLaughlin Gormley King Company, a Minnesota corporation ("Assignee").

RECITALS

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of March 16, 2022 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Purchased Assets (as defined in the Agreement), including certain trademarks of Assignor.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in, to and under Assignor's trademarks, trade names and trademark applications listed on Schedule Ex.D-1 annexed hereto (the "Assigned Trademarks").

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

- (a) the Assigned Trademarks and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
- (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any

affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

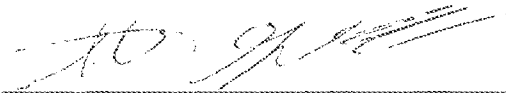
6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

AGRO LOGISTICS SYSTEMS, INC.

By: _____
Name:
Title:

MCLAUGHLIN GORMLEY KING COMPANY

By:  _____
Name: STEVE BULLICKSON
Title: PRESIDENT { C.O.O.



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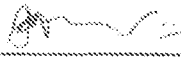
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IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

AGRO LOGISTICS SYSTEMS, INC.

By: 
Name: Shyam Chari
Title: President

MCLAUGHLIN GORMLEY KING COMPANY

By: _____
Name:
Title:

SCHEDULE EX.D-1

Trademark Registrations

| Mark | Country | Registration Number | Registration Date |
|-------|---------|---------------------|-------------------|
| DEBUG | U.S. | 4173849 | July 17, 2012 |