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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM748305

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Corteva Agriscience LLC		05/26/2022	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Top Notch Seeds, Inc.
Street Address:	530 Malan Street
City:	Brawley
State/Country:	CALIFORNIA
Postal Code:	92227
Entity Type:	Corporation: CALIFORNIA

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2984780	CAL/WEST
Registration Number:	1366944	CW

# **CORRESPONDENCE DATA**

**Fax Number:** 5594324590

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:** 5594324500

**Email:** ipmail@dowlingaaron.com

Correspondent Name: Marcus N. DiBuduo

Address Line 1: 8080 N. Palm Avenue, Third Fl. Address Line 4: Fresno, CALIFORNIA 93711

ATTORNEY DOCKET NUMBER:	204240.0005
NAME OF SUBMITTER:	Marcus N. DiBuduo
SIGNATURE:	/Marcus N. DiBuduo/
DATE SIGNED:	08/12/2022

**Total Attachments: 2** 

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TRADEMARK
REEL: 007823 FRAME: 0706

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is effective as of May 26, 2022 (the "Effective Date") by and among <u>Corteva Agriscience LLC</u>, a Delaware limited liability company with its principal place of business at 9330 Zionsville Road, Indianapolis, Indiana 46268, ("ASSIGNOR"), and <u>TOP NOTCH SEEDS, INC</u>, a corporation existing and organized under the laws of the State of California, United States of America, registered with Number 3015831, with registered address at 530 Malan Street, Brawley, California 92227 ("ASSIGNEE").

# **BACKGROUND**

WHEREAS, ASSIGNOR and ASSIGNEE entered into a Sale and Purchase Agreement dated as of May 26, 2022 ("Sale and 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 <u>CAL/WEST</u> trademarks listed on the attached <u>Schedule A</u> (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 Sale and Purchase Agreement, ASSIGNOR hereby sells, assigns, transfers and conveys all right, title and interest in and to all TRADEMARKS together with the goodwill of the business which they represent symbolized by the TRADEMARKS, including all associated trademark rights and other indicia of origin, held by ASSIGNOR, 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.

ASSIGNOR and ASSIGNEE shall each take, and shall cause their respective Affiliates to take, any and all additional actions as may be 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 draft and file assignments with the national trademark offices of each country shall be on the ASSIGNEE and the ASSIGNEE shall bear the cost of filing such assignments.

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IN WITNESS THEREOF, the partie as of this 20 day of 20	s hereto have caused this Assignment to be executedto be effective as of the Effective
Date.	
	CORTEVA AGRISGIENCE LLC
	By:
	Name: C. Joe Miller
	Title: Trademark Counsel, Attorney-in-Fact
,	TOP NOTCH SEEDS, INC.
	Ву:
	Name: Scatt Emenuelli
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# SCHEDULE A TO GLOBAL TRADEMARK ASSIGNMENT

Trademark	Country	Registration Number
CAL/WEST	United States of America	2984780
CW & DESIGN	United States of America	1366944
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