

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM752095

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Seedburo Equipment Company		08/19/2022	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Seedburo Equipment Company, LLC		
Street Address:	100 S. Ashley Drive, Suite 2250		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33602		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4835938	SEEDBURO	
Registration Number:	4835940		
Registration Number:	4904010	COUNT-A-PAK	
CORRESPONDENCE DATA			
Fax Number:	8132212900		
<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:	8132213900		
Email:	christina.allen@hwhlaw.com		
Correspondent Name:	Patrick A. Reid		
Address Line 1:	101 E. Kennedy Blvd., Suite 3700		
Address Line 2:	Suite 3700		
Address Line 4:	Tampa, FLORIDA 33602		
NAME OF SUBMITTER:	Patrick A. Reid		
SIGNATURE:	/Patrick A. Reid/		
DATE SIGNED:	08/30/2022		
Total Attachments: 8			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") is made and entered into as of August 19, 2022 (the "Effective Date"), by and between SEEDBURO EQUIPMENT COMPANY, LLC, a Delaware limited liability company ("Assignee"), and SEEDBURO EQUIPMENT COMPANY, an Illinois corporation ("Assignor").

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of the date hereof, by and among Assignee, Assignor, AgPoint Precision LLC, an Illinois limited liability company ("AgPoint"), the Thomas E. Runyon Trust dated December 19, 1996, as amended, and Thomas E. Runyon (the "Purchase Agreement"). All capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings ascribed to them in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed, among other things, to sell, transfer, assign, convey and deliver to Assignee at the Closing certain assets, including without limitation, (i) the trademarks set forth on Schedule A hereto (the "Trademarks"), (ii) the domain names set forth on Schedule B (the "Domain Names"), (iii) the copyrights and copyright registration applications set forth on Schedule C (the "Copyrights"), and (iv) the issued patents and patent applications set forth on Schedule D (the "Patents"). The Trademarks, Domain Names, Copyrights and Patents are referred to herein collectively as the "Registered Intellectual Property").

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to such Registered Intellectual Property.

WHEREAS, the parties wish to record this Assignment in the U.S. Patent and Trademark Office, the U.S. Copyright Office, and their respective foreign equivalents, as applicable.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee (to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made) all of Assignor's right, title and interest of every kind and nature throughout the world in and to: (a) the Trademarks, together with the goodwill of the business symbolized by and associated with the Trademarks, including all common law rights and trademark registrations for the Trademarks; (b) the Domain Names; (c) the Copyrights; and (d) the Patents, together with all inventions and improvements described and claimed therein (including, without limitation, patents which may be granted from divisions, reissues, substitutions, continuations, continuations in part, reexaminations, foreign counterparts and extensions thereof claiming priority to the underlying Patents); (e) all extensions and renewals of any application, registration or filing forming a part of the Registered Intellectual Property Rights; (f) all rights to income, royalties, and license fees derived from the Registered Intellectual Property Rights from and after the Effective Date; (g) all causes of actions, claims and rights to damages or profits arising by reason of past, present and future infringement, dilution or violation of the Registered Intellectual Property Rights (including, without limitation, injury to the goodwill associated with the Trademarks or Domain Names), and the right to sue for and collect such damages or profits, as permitted under the applicable laws of any jurisdiction or country in which such claims may be asserted; (h) all rights corresponding to any of the

foregoing throughout the world; and (i) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit and for the benefit of its successors, assigns and legal representatives.

2. Assistance. Assignor agrees to perform, without further or additional consideration, all reasonable acts deemed necessary or, following the request of any third party, desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title, and interest throughout the world in the Registered Intellectual Property, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include (a) execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith, as reasonably necessary to perfect such benefits, enjoyment, rights, title, and interest in Assignee, (b) reasonable assistance and cooperation, for a period lasting no longer than five (5) years after the Effective Date, in the registration and enforcement of applicable intellectual property rights or other legal proceedings relating specifically to any Registered Intellectual Property, including providing documents and materials in the possession or control of Assignor, (c) testifying in any legal proceedings relating specifically to any Registered Intellectual Property, signing truthful, lawful papers, and making all required truthful, lawful oaths relating specifically to any Registered Intellectual Property at Assignee's expense, and (d) generally doing everything that is reasonably necessary to aid Assignee, upon Assignee's reasonable request, in obtaining and enforcing proper protection for applicable intellectual property rights in the Registered Intellectual Property; provided, however, that (i) this Section 2 shall not require Assignor to initiate or prosecute any legal proceedings relating specifically to any Registered Intellectual Property, and (ii) Assignee shall exercise all commercially reasonable efforts (A) to permit Assignor to provide any testimony contemplated by this Section 2 at a time and place convenient to Assignor, and (B) to otherwise minimize the cost and inconvenience to Assignor for any such cooperation sought under this Section 2.

3. General.

3.1 Purchase Agreement. This Agreement shall be binding upon Assignor and Assignee and their respective successors and permitted assigns. This Agreement is intended only to effect the assignment of the Registered Intellectual Property pursuant to the Purchase Agreement, and nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, or representations, or any of the rights or remedies, or any of the obligations or indemnifications of any party, set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

3.2 Governing Law; Venue. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to its principles of conflicts of laws. Each of Assignor and Assignee irrevocably and unconditionally: (a) agrees and consents, with respect to any dispute arising out of or relating to this Assignment, to be subject to the exclusive jurisdiction of the federal or state courts located in the Hillsborough County, Florida; (b) waives any objection to such venue and (c) waives trial by jury in any Action relating to this Assignment or transactions contemplated by this Assignment.


3.3 Execution; Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A manual signature on a counterpart of this Assignment or any other document to be delivered pursuant to this Assignment, an image of which has been transmitted electronically, will constitute an original signature for all purposes, and electronic transmission of such signature will constitute effective delivery of this Assignment or any such document for all purposes.

The Assignor and Assignee have duly executed and delivered this Assignment solely for the purposes set forth above, all as of the date first above written.

ASSIGNEE:

SEEDBURO EQUIPMENT COMPANY, LLC,
a Delaware limited liability company

By: _____


Name: Nir Gabriely
Title: Manager

ASSIGNOR:

SEEDBURO EQUIPMENT COMPANY,
an Illinois corporation

By: _____

Name: Thomas E. Runyon
Title: President

The Assignor and Assignee have duly executed and delivered this Assignment solely for the purposes set forth above, all as of the date first above written.


ASSIGNEE:

SEEDBURO EQUIPMENT COMPANY, LLC,
a Delaware limited liability company


By: _____
Name: Nir Gabriely
Title: Manager

ASSIGNOR:

SEEDBURO EQUIPMENT COMPANY,
an Illinois corporation

By:  _____
Name: Thomas E. Runyon
Title: President

Schedule A
Trademarks

Trademark Image	Trademark	Registration Number	Status
SEEDBURO	SEEDBURO	4,835,938	Valid
	SSS	4,835,940	Valid
COUNT-A-PAK	COUNT-A-PAK	4904010	Valid

Schedule B
Domain Names

1. Seedburo.com

Schedule C
Copyrights

Copyright	Copyright Number
Seedburo Equipment Company: catalog	CSN0022972
Seedburo Equipment Company: serving agribusiness worldwide since 1912: catalog	CSN0022972

Schedule D
Patents

1. None