

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM755041

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Northern Agri Brands, LLC		07/29/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Legacy Seeds Acquisition Company I, LLC		
Street Address:	290 Depot Street		
City:	Scandinavia		
State/Country:	WISCONSIN		
Postal Code:	54977		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	6700924	TRIOS	
Serial Number:	90663943	SPRINTER	
Serial Number:	90663892	BIGHORN	
Serial Number:	90663983	SWIFTLY	
Registration Number:	6604740	TRICAL	
Registration Number:	6146170	FLEX 719	
Registration Number:	5974936	SWIFT 77	
Registration Number:	6156693	THOR	
Registration Number:	6211157	WECAL	
Registration Number:	6592837	GUNNER	
Serial Number:	90663852	ACE	
Registration Number:	6210293	EMERALD REALM	
Serial Number:	90663915	CADILLAC	
Serial Number:	90154330	SWIFT ELBON	
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>			
Phone:	319-282-0659		

OP \$365.00 6700924

Email: kelcey@paddalawgroup.com
Correspondent Name: Kelcey Patrick-Ferree
Address Line 1: 45 S 7th St
Address Line 2: Suite 2315
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER: Kelcey Patrick-Ferree

SIGNATURE: /Kelcey Patrick-Ferree/

DATE SIGNED: 09/13/2022

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Assignment”), including all schedules attached hereto, is made effective as of July 29, 2022 (the “Effective Date”), by and between Legacy Seeds Acquisition Company I, LLC, a Delaware limited liability company, whose address is 290 Depot Street, Scandinavia, WI 54977 (“Buyer”) and Northern Agri Brands, LLC, a Delaware limited liability company, whose address is 701 Dewey Blvd. #4248, Butte, MT 59701 (“Seller”). Buyer and Seller may be referred to in this Assignment each as a “Party” and collectively as the “Parties.”

WHEREAS, Buyer and Seller, among others, are parties to that certain Asset Purchase Agreement dated as of July 29, 2022 (the “Asset Purchase Agreement”); and

WHEREAS, pursuant to the terms and subject to the conditions of the Asset Purchase Agreement, the Parties agreed that Seller would transfer, or cause to be transferred, to Buyer, all Intellectual Property owned by Seller that is used in, held for use, or otherwise related to the Business, including, but not limited to, the trademarks, trademark registrations and trademark applications listed on Schedule A and all other trademarks, service marks and other indicia of source or origin owned by Seller (collectively, the “Purchased Trademarks”) and the domain name registrations listed on Schedule B and all other domain name registrations owned by Seller (collectively, the “Purchased Domain Names”).

NOW, THEREFORE, in consideration of the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the Parties agree as follows:

1. Definitions. All capitalized terms not otherwise defined herein, as used in this Assignment, shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement.

2. Assignment and Assumption. Subject to the terms and conditions of the Asset Purchase Agreement, Seller hereby sells, assigns, transfers and conveys to Buyer, and Buyer purchases, acquires and accepts, all of Seller’s right, title, and interest in and to all of the Purchased Trademarks and Purchased Domain Names, together with all goodwill associated therewith and all income, royalties, damages and payments earned or accrued as of the Closing or thereafter with respect thereto (including damages and payments for past, present or future infringements or misappropriations thereof and the right to sue and recover for past, present or future infringements or misappropriations thereof), free and clear of all Encumbrances (other than Permitted Encumbrances). The Purchased Trademarks and Purchased Domain Names, together with the other Acquired Assets, comprise all assets owned by Seller relating to the business to which the Purchased Trademarks pertain, which is ongoing and existing. Seller further agrees to execute such further documents reasonably required by Buyer to secure and enforce the rights granted to Buyer under this Assignment, including, but not limited to, (i) providing all transfer approvals and otherwise completing any online procedures set forth by the registrar for the Purchased Domain Names that are necessary to transfer such Purchased Domain Names and (ii) cooperation in

executing documents requested by Buyer to complete formalities for perfecting the assignment of all Purchased Trademarks and recordation of the assignment of the Purchased Trademark registrations and pending applications with the appropriate governmental authorities.

3. Recordation. Seller may record this Assignment with the United States Patent and Trademark Office and with comparable offices in other jurisdictions throughout the world, as well as with any other United States or foreign government office as may be necessary or appropriate.

4. Further Assurances. This Assignment is executed and delivered pursuant to the Asset Purchase Agreement and is subject to and with the benefit of the respective representations, warranties, covenants, terms, conditions and other provisions of the Asset Purchase Agreement. The Parties acknowledge that this Assignment and the Asset Purchase Agreement are intended to be consistent and complementary; however, in the event of any conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement will control. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Asset Purchase Agreement.

5. Choice of Law; Venue. This Assignment shall in all respects be construed in accordance with and governed by the laws of the State of Delaware, without reference to its conflict of laws rules.

6. Execution. This Assignment may be executed simultaneously in multiple counterparts (including by facsimile, PDF or similar method), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

* * * * *

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SELLER:

NORTHERN AGRI BRANDS, LLC

By: _____
Name: _____
Title: _____

BUYER:

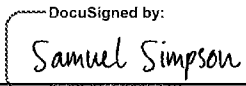
LEGACY SEEDS ACQUISITION COMPANY I,
LLC

By:  _____
Name: Colin Steen
Title: Chief Executive Officer, President,
Treasurer and Assistant Secretary

[Signature Page to Trademark Assignment Agreement]

SELLER:

NORTHERN AGRI BRANDS, LLC

By: 
Name: Samuel M. Simpson
Title: President

BUYER:

LEGACY SEEDS ACQUISITION COMPANY I,
LLC

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Assignment Agreement]

Schedule A

Trademarks

Trademark Registrations and Pending Applications:

Mark	Reg. No. / Ser. No.	Description
TRIOS	Reg. No. 6700924	Class 31: Agricultural seeds, excluding corn
SPRINTER	Ser. No. 90663943, ITU	Class 31: Agricultural seeds, excluding alfalfa, barley, beets, broccoli, carrots, cauliflower, wheat, lettuce, peas, peppers, perennial ryegrass, tomatoes, peaches and rapeseed
BIGHORN	Ser. No. 90663892, ITU	Class 31: Agricultural seeds, excluding alfalfa, cauliflower, wheat, beans, fescue, peppers, corn, rapeseed and grass
SWIFTLY	Ser. No. 90663983, ITU	Class 31: Agricultural seeds
TRICAL	Reg. No. 6604740	Class 31: Agricultural seed
FLEX 719	Reg. No. 6146170	Class 31: Agricultural seed, namely, triticales
SWIFT 77	Reg. No. 5974936	Class 31: Agricultural seeds
THOR	Reg. No. 6156693	Class 31: Agricultural seed, namely, triticales
WECAL	Reg. No. 6211157	Class 31: Agricultural seed
GUNNER	Reg. No. 6592837	Class 31: Agricultural seed, namely, triticales excluding common wheat.
ACE	Ser. No. 90663852, ITU	Class 31: Agricultural seeds, excluding alfalfa, annual ryegrass, barley, common wheat, cowpea, garden bean, India mustard, lettuce, and carnations and excluding grass seed
EMERALD REALM	Reg. No. 6210293	Class 31: Agricultural seeds, excluding barley seeds, pea seeds, and seeds from the <i>pisum sativum</i> species
CADILLAC	Ser. No. 90663915, ITU	Class 31: Agricultural seeds for growing oats
SWIFT ELBON	Ser. No. 90154330, ITU	Class 31: Agricultural seeds, excluding soybean, Russian wildrye, tomato, wheat, barley, field pea, meadow fescue, onion, and rye

Common Law Trademarks:

TRICAL SUPERIOR FORAGE

TRICAL SUPERIOR FORAGE & Design

GAINER 154

605424173

TRADEMARK
REEL: 007846 FRAME: 0167

TRIOS

SURGE

GOLDRUSH 91

LEGEND

MERLIN MAX

ACE

FLEX

SURGE

Schedule B

Domain Name Registrations

Domain	Renewal Date
Tricalforage.com	December 4, 2022
Tricale.ag	December 4, 2022
Trical.ag	December 4, 2022