

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM777208

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Swiim System, Ltd.		10/20/2022	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jain Agriculture Services, LLC		
<b>Street Address:</b>	5965 South 900 East, Suite 450		
<b>City:</b>	Murray		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84121		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90004139	SWIIM CERTIFICATION	
<b>Registration Number:</b>	6616465	SWIIM WATER ACCOUNTING FOR AGRICULTURE	
<b>Registration Number:</b>	6086561	SWIIM	
<b>Registration Number:</b>	5999911	ONFARM WATER ACCOUNTING	
<b>Registration Number:</b>	4468072	GROWER DASHBOARD	
<b>Registration Number:</b>	4337929	ON FARM	
<b>Registration Number:</b>	4334167	GROW INFORMED	
<b>Registration Number:</b>	4357011	ONFARM	
<b>Registration Number:</b>	4010060	SWIIM	
<b>Registration Number:</b>	4006928	SUSTAINABLE WATER & INNOVATIVE IRRIGATIO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6142243246		
<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>			
<b>Phone:</b>	614-462-1093		
<b>Email:</b>	barbara.bacon@icemiller.com		
<b>Correspondent Name:</b>	Ice Miller LLP		
<b>Address Line 1:</b>	250 West Street, Suite 700		
<b>Address Line 4:</b>	Columbus, OHIO 43215-7509		

OP \$265.00 90004139

<b>NAME OF SUBMITTER:</b>	Barbara Bacon
<b>SIGNATURE:</b>	/Barbara Bacon/
<b>DATE SIGNED:</b>	12/29/2022
<b>Total Attachments: 6</b> source=Swiim - Trademark Assignment#page1.tif source=Swiim - Trademark Assignment#page2.tif source=Swiim - Trademark Assignment#page3.tif source=Swiim - Trademark Assignment#page4.tif source=Swiim - Trademark Assignment#page5.tif source=Swiim - Trademark Assignment#page6.tif	

## TRADEMARK ASSIGNMENT

### 1. DEFINITIONS

1.1 ASSIGNOR means Swiim System, Ltd., a Colorado corporation, having an address of 2442 S. Downing Street, Suite 250, Denver, CO 80210.

1.2 ASSIGNEE means Jain Agriculture Services, LLC, a California limited liability company, having a principal place of business at 5965 South 900 East, Suite 450, Murray, Utah 84121, as well as its successors and/or assigns.

1.3 MARK means and includes each and every property identified in the attached Exhibit A that is used as a source designation, including all goodwill, common law rights, and statutory rights in the listed properties.

1.4 RELATED MARKS means and includes any and all source designations, including all goodwill, common law rights, and statutory rights therein, incorporating, part of, resulting from, and/or otherwise associated with any source designation listed in Exhibit A.

1.5 RELATED MARK CASES means and includes:

a. any and all (whether or not listed in Exhibit A) United States state applications, federal applications, state registrations, federal registrations, common law usage, Trademark Trial and Appeal Board proceedings, other administrative proceedings, alternative dispute resolution proceedings, and/or court litigation proceedings incorporating, referring to, relating to, and/or embodying any source designation listed in Exhibit A and/or RELATED MARKS; and

b. any and all (whether or not listed in Exhibit A) non-United States applications, registrations, common law usage, administrative proceedings, alternative dispute resolution proceedings, and/or court litigation proceedings incorporating, referring to, relating to, and/or embodying any source designation listed in Exhibit A and/or RELATED MARKS.]

1.6 TRANSFERRED RIGHTS includes, but is not limited to, any and all rights, title, and/or interests assigned or otherwise transferred in this assignment.

1.7 GEOGRAPHIC SCOPE means worldwide.

1.8 EFFECTIVE DATE means the earliest of the date of first use of the MARK, the filing date of the MARK, the filing date of the RELATED MARK CASES, and the date this assignment is first signed by at least one of the parties hereto.

### 2. ASSIGNMENT OF RIGHTS

2.1 Intellectual Property. The ASSIGNOR hereby assigns to the ASSIGNEE all rights, title, and interest in and/or to the MARK, RELATED MARKS, and RELATED MARK CASES.

2.2 Consideration. The ASSIGNOR hereby acknowledges receipt of good, valuable, and sufficient consideration from the ASSIGNEE for this assignment.

2.3 Right to Claim Priority. The ASSIGNOR hereby assigns to the ASSIGNEE all right, title, and interest to claim priority to and/or from the MARK, RELATED MARKS, and RELATED MARK CASES.

2.4 Infringement, Dilution, and Misappropriation. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future causes of action for infringement, dilution, unfair competition, and/or misappropriation of the MARK, RELATED MARKS, and/or RELATED MARK CASES, whether the infringement, dilution, unfair competition, and/or misappropriation is committed and/or the cause of action therefor comes into existence before, during, or after the EFFECTIVE DATE.

2.5 Remedies. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future remedies for infringement, dilution, unfair competition, and/or misappropriation, including, but not limited to, equitable relief, damages, royalties, profits, exceptional case awards, attorneys' fees, and costs.

2.6 Scope. All assignments and/or other transfers of rights and/or title, both legal and equitable, made herein are to the full extent of the GEOGRAPHIC SCOPE such that no right, title, and interest remain with the ASSIGNOR.

### 3. FUTURE PERFORMANCE

3.1 Communicate Information. The ASSIGNOR hereby agrees to and will communicate all facts and/or information known to the ASSIGNOR with respect to the TRANSFERRED RIGHTS to the ASSIGNEE and/or its legal representatives.

3.2 Sign Documents. The ASSIGNOR hereby agrees to and will sign and return any and all documents that ASSIGNEE desires to be signed that are directly or indirectly related to the TRANSFERRED RIGHTS. These documents can include, but are not limited to, assignments, oaths, declarations, affidavits, and powers of attorney.

3.3 Legal Proceedings. The ASSIGNOR hereby agrees to and will truthfully testify and/or participate in any legal and/or quasi-legal proceedings regarding any facts and/or information known to the ASSIGNOR related to the TRANSFERRED RIGHTS at the request of the ASSIGNEE and/or its legal representatives.

3.4 Generally Protect Assignee's Rights. The ASSIGNOR hereby agrees to and will do everything reasonable to help in securing, maintaining, and/or enforcing rights to the TRANSFERRED RIGHTS for the ASSIGNEE.

3.5 No Additional Consideration Required. The ASSIGNOR agrees to and will perform the acts mentioned herein without the requirement of any additional consideration.

### 4. PRIVILEGE

4.1 Assignment of Privilege. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future rights and privileges related to any attorney-client privilege, common interest

privilege, and/or work product protection of the ASSIGNOR in relation to the TRANSFERRED RIGHTS.

4.2 Prevent Waiver of Privilege. The ASSIGNOR hereby agrees to not engage in any acts resulting in the intentional or unintentional waiver of the attorney client privilege, work product protection, and/or common interest privilege without the express written authorization from the ASSIGNEE and/or its legal representatives.

4.3 Partial Waiver of Privilege. The ASSIGNOR hereby agrees that any partial waiver of the attorney-client privilege, common interest privilege, and/or work product protection of the ASSIGNOR does not constitute total waiver.

## 5. COVENANTS AND WARRANTIES

5.1 Authority to Convey. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has the full right and authority to convey the TRANSFERRED RIGHTS assigned by this assignment.

5.2 No Conflicts. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has not executed and will not execute any documents and/or perform any acts conflicting with this assignment.

## 6. MISCELLANEOUS

6.1 Issue Registration to Assignee. The ASSIGNOR hereby authorizes and requests that any and all registrations (federal, state, and foreign) concerning the MARK, RELATED MARKS, and/or RELATED MARK CASES issue to the ASSIGNEE, its successors in interest, its assigns, and/or its legal representatives.

6.2 Severability. If any provision of this assignment is ruled invalid and/or unenforceable by a court or other tribunal, such decision shall not affect the validity and/or enforceability of the remaining provisions of this assignment.

6.3 Choice of Law. This assignment shall be interpreted and controlled by the laws of the United States, and in particular in accordance with the laws of the State of Ohio, without reference to the conflict of law principles thereof. It is further understood that ASSIGNOR consents to the federal and state courts of Ohio located in Franklin County in connection with any dispute arising under the assignment.

6.4 Effective Date. This assignment is hereby made effective as of the EFFECTIVE DATE.

IN WITNESS WHEREOF, this Assignment has been duly executed by the below signed Assignor.

**ASSIGNOR:**

SWIIM SYSTEM, LTD.,  
a Colorado corporation

Date: 10/20/22

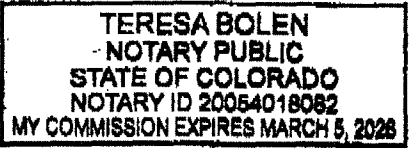
By: [Signature]

Name: Kevin France

Its: Board Member & Officer

STATE OF Colorado :  
: ss.  
COUNTY OF Denver :

On this 20<sup>th</sup> day of October, 2022, there appeared before me Swiim System, Ltd., a Colorado corporation, by Kevin France, its Officer, personally known to me or who provided to me his/her identification, who acknowledged that he/she signed the foregoing instrument as his/her voluntary act and deed for and on behalf of the corporation.



[Signature]  
Notary Public  
3/5/2026

**ASSIGNEE:**

Assignee hereby accepts the sale, transfer, and assignment of the TRANSFERRED RIGHTS.

JAIN AGRICULTURE SERVICES, LLC,  
a California limited liability company

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

IN WITNESS WHEREOF, this Assignment has been duly executed by the below signed Assignor.

**ASSIGNOR:**

SWIIM SYSTEM, LTD.,  
a Colorado corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ :  
  : ss.  
COUNTY OF \_\_\_\_\_ :

On this \_\_\_\_ day of \_\_\_\_\_, 2022, there appeared before me Swiim System, Ltd., a Colorado corporation, by \_\_\_\_\_, its \_\_\_\_\_, personally known to me or who provided to me his/her identification, who acknowledged that he/she signed the foregoing instrument as his/her voluntary act and deed for and on behalf of the corporation.

\_\_\_\_\_  
Notary Public

**ASSIGNEE:**

Assignee hereby accepts the sale, transfer, and assignment of the TRANSFERRED RIGHTS.

JAIN AGRICULTURE SERVICES, LLC,  
a California limited liability company

Date: 10/26/2022

By: [Signature]

Name: ARIC OLSON

Its: president

**EXHIBIT A**

<b>Mark</b>	<b>Application No. Filing Date</b>	<b>Registration No. Registration Date</b>
SWIIM CERTIFICATION	90004139 06/16/2022	
SWIIM WATER ACCOUNTING FOR AGRICULTURE	90159353 09/04/2020	6616465 01/11/2022
	88276743 01/25/2019	6086561 06/23/2020
ONFARM WATER ACCOUNTING	88276758 01/25/2019	5999911 03/03/2020
GROWER DASHBOARD	85960978 06/16/2013	4468072 01/14/2014
	85719371 09/03/2012	4337929 05/21/2013
GROW INFORMED	85716624 08/29/2012	4334167 05/14/2013
ONFARM	85716632 08/29/2012	4357011 06/25/2013
SWIIM	77906128 01/06/2010	4010060 08/09/2011
SUSTAINABLE WATER & INNOVATIVE IRRIGATION MANAGEMENT	77906127 01/06/2010	4006928 08/02/2011