

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779917

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: DELAWARE
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: 2			
Property Type	Number	Word Mark	
Serial Number:	97509341	KICKER	
Serial Number:	97509391	SHOWTIME	
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:	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:	01/11/2023		
Total Attachments: 5			
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OP \$65.00 97509341

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Assignment”), including all schedules attached hereto, is 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”).

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.

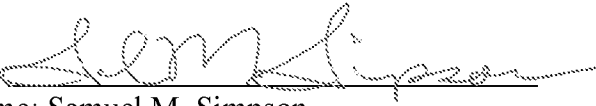
6. Execution. This Assignment may be executed simultaneously in multiple counterparts (including by facsimile, PDF or similar method), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

* * * * *

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SELLER:

NORTHERN AGRI BRANDS, LLC

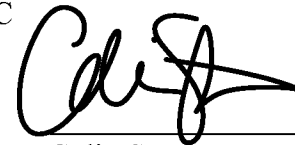
By: 

Name: Samuel M. Simpson

Title: President

BUYER:

LEGACY SEEDS ACQUISITION COMPANY I,
LLC

·
·
By: 

Name: Colin Steen

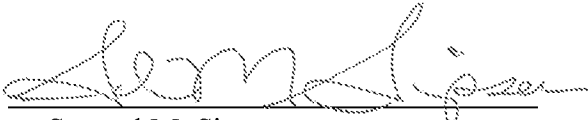
Title: Chief Executive Officer, President,
Treasurer and Assistant Secretary

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007943 FRAME: 0484

SELLER:

NORTHERN AGRIBRANDS, LLC

By: 

Name: Samuel M. Simpson

Title: President

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]

TRADEMARK
REEL: 007943 FRAME: 0485

Schedule A

Trademarks

Trademark Registrations and Pending Applications:

Mark	Reg. No. / Ser. No.	Description
KICKER	Ser. No. 97/509,341 (ITU)	Class 31: Agricultural seeds, excluding peas
SHOWTIME	Ser. No. 97/509,391 (ITU)	Class 31: Agricultural seeds, excluding white clover, perennial rye grass and tall fescue

Common Law Trademarks:

SWIFT

TRIFECTA

TRIMARK

MOTLEY