

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779998

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Mosaic Company		01/11/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Stillwater Preserve Development, LLC		
Street Address:	101 East Kennedy Boulevard, Suite 2500		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33602		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	97361715	DRAGLINE IPA	
Serial Number:	90857340	LITTLE PAYNE CREEK LAGER	
Serial Number:	97477496	CANYON LAKE STEAKHOUSE	
Serial Number:	97381599	PUB 59	
Registration Number:	3991239	STREAMSONG	
Registration Number:	3987295	S STREAMSONG RESORT · GOLF · SPA	
Registration Number:	5647750	S	
Registration Number:	5783273	S	
Serial Number:	97477506	THE BUCKET	
Serial Number:	97381436	THE CHAIN	
Serial Number:	97476940	C	
Serial Number:	97587386	THE BUCKET	
Serial Number:	97573212	PUB 59	
Serial Number:	97572932	CANYON CL LAKE STEAKHOUSE	
Serial Number:	97572972	CANYON CL LAKE STEAKHOUSE	
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>			

OP \$390.00 97361715

Phone: 4142975046
Email: drivera@foley.com, ipdocketing@foley.com
Correspondent Name: FOLEY & LARDNER
Address Line 1: 3000 K STREET N.W., SUITE 600
Address Line 4: WASHINGTON, D.C. 20007

NAME OF SUBMITTER: Diana Sofia Rivera Rendon

SIGNATURE: /Diana Sofia Rivera Rendon/

DATE SIGNED: 01/11/2023

Total Attachments: 4

source=Project Windmill - IP Assignment Agreement (Exhibit II) (Executed) (002)#page1.tif
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is entered into as of January 11, 2023, by and between The Mosaic Company, a Delaware corporation, located at 3033 Campus Drive, Suite W400, Plymouth, Minnesota 55446 ("Assignor"), and Stillwater Preserve Development, LLC, a Delaware limited liability company, located at 101 East Kennedy Boulevard, Suite 2500, Tampa, Florida 33602 ("Assignee" and, together with Assignor, the "Parties"). Capitalized terms used but not herein defined shall have the respective meanings given to such terms in that certain Membership Interest Purchase Agreement, dated as of January 12, 2023, among Assignee, Lone Windmill, LLC, and Mosaic Fertilizer, LLC (the "Purchase Agreement").

RECITALS

WHEREAS, Assignor is an Affiliate of Assignee and desires to convey, transfer, and assign to Assignee the intellectual property assets described herein, and Assignee desires to accept such conveyance, transfer, and assignment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Sale, Transfer, Assignment, Delivery and Conveyance. Assignor does hereby absolutely, unconditionally and irrevocably sell, transfer, assign, deliver, furnish and otherwise convey to Assignee, and Assignee does hereby acquire and accept from Assignor, all of Assignor's rights, title, goodwill and interest, throughout the world, in, to and under the trademarks set forth on Exhibit I, together with the goodwill connected with the use of and symbolized by any of such trademarks, and all registrations, applications for registration, extensions and renewals of such trademarks; provided that, with respect to any United States intent-to-use trademark applications set forth on Exhibit I, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing (the "Assigned IP"), together with all rights of any kind whatsoever of Assignor accruing under any of the Assigned IP provided by applicable Law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including without limitation any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the Assigned IP, and all rights of action and defenses accrued, accruing and to accrue in respect of the Assigned IP, including without limitation the right to sue or otherwise recover for past infringement and to receive all damages, payments, costs and fees associated therewith and to fully and entirely stand in the place of Assignor in all matters related to all of the foregoing; in each case, free and clear of any Liens. Assignor hereby waives any moral rights, or rights equivalent thereto, that Assignor may have in or to the Assigned IP worldwide and any such rights in or to any underlying works which exclusively or primarily relate to the Assigned IP, in each case without compensation or the need for further action by any Person. To the extent that the foregoing waiver is ineffective under applicable law, Assignor agrees that it shall not assert such moral rights against Assignee or any other Person. This foregoing assignment is intended to be an absolute assignment and not by way of security.

2. Recordation. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and any other governmental officials, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Assignment upon request by Assignee.

3. Power of Attorney. Assignor hereby constitutes and appoints Assignee as the true and lawful agent and attorney-in-fact of Assignor, with full power of substitution and re-substitution, in whole or in part, in the names and stead of Assignor but on behalf and for the benefit of Assignee and its successors and assigns, from time to time solely to institute and prosecute, in the names of Assignor or otherwise, any and all proceedings at Law, in equity or otherwise, that Assignee or its successors and assigns may deem proper to obtain, apply for, register and otherwise secure Assignee's rights in the Assigned IP.

4. Further Assurances. Assignor agrees to cooperate with Assignee in taking any action which Assignee reasonably requests to perfect or enforce Assignee's rights in the Assigned IP, and Assignor agrees to execute any and all documents reasonably necessary or appropriate to obtain and enforce Assignee's rights in the Assigned IP, including specific assignments of such Assigned IP for particular products or developments, and agrees to execute all lawful papers, make all rightful oaths and other actions required or necessary to aid Assignee, its successors and assigns in obtaining and enforcing its rights in and to the Assigned IP in the United States and throughout the world, without further compensation, but at the expense of Assignee or its successors and assigns.

5. No Effect on Purchase Agreement. The Parties hereby acknowledge and agree that (a) none of the provisions of the Purchase Agreement, nor any of the rights, remedies or obligations of any of the Parties thereunder, shall be deemed modified, amended, extended, enlarged, limited or altered in any way by this Assignment and (b) this Assignment is subject to all of the representations, warranties and covenants set forth in the Purchase Agreement (as modified by the Disclosure Schedules), all of which are incorporated herein by reference. To the extent any conflict or inconsistency exists between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail.

6. Amendment. This Assignment may not be amended or altered except by a written instrument executed by the Parties.

7. Binding Effect. This Assignment shall be binding upon, and will inure to the benefit of, the Parties and their affiliates and their respective successors and assigns.

8. Severability. If any term or provision of this Assignment is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Assignment that can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

9. Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware without reference to conflicts or choice of law principles.

10. Counterparts; Electronic Signatures. This Assignment may be executed in counterparts, each of which when executed and delivered shall be deemed an original and together shall constitute one and the same instrument. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Assignment. The Parties agree that electronic signatures, whether digital or encrypted, of the Parties included in this Assignment are intended to authenticate this writing and to have the same force and effect as manual signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Assignment Agreement as of the date first written above.

ASSIGNOR:

THE MOSAIC COMPANY

By: Walter F. Precourt III

Name: Walter F. Precourt III

Title: Senior Vice President -- Strategy and Growth

ASSIGNEE:

STILLWATER PRESERVE DEVELOPMENT, LLC

By: Walter F. Precourt III

Name: Walter F. Precourt III

Title: President and Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 007943 FRAME: 0675

Exhibit I

Trademarks

Trademark	Reg. No. / App. No.	Country	Status
CANYON LAKE STEAKHOUSE	97477496	United States	Pending
DRAGLINE IPA	97361715	United States	Pending
LITTLE PAYNE CREEK LAGER	90857340	United States	Registered
PUB 59	97381599	United States	Pending
STREAMSONG	3991239	United States	Registered
STREAMSONG LOGO	3987295	United States	Registered
STREAMSONG LOGO	5,647,750	United States	Registered
	5,783,273	United States	Registered
THE BUCKET	97477506	United States	Pending
THE CHAIN	97381436	United States	Pending
THE CHAIN LOGO	97476940	United States	Pending
THE BUCKET LOGO	97587386	United States	Pending
PUB 59 LOGO	97573212	United States	Pending
CANYON LAKE STEAKHOUSE LOGO	97572932	United States	Pending
CANYON LAKE STEAKHOUSE MOUNTAIN LOGO	97572972	United States	Pending