

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782306

| | | | |
|---|--|-----------------------|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Bayer CropScience LP | | 10/04/2022 | Limited Partnership: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Discovery Purchaser Corporation | | |
| Street Address: | Tower 49, 12 East 49th Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 13 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1330499 | BANOL | |
| Registration Number: | 2981695 | CRITERION | |
| Registration Number: | 1978901 | DELTADUST | |
| Registration Number: | 2224684 | DELTAGARD | |
| Registration Number: | 0755281 | DRIONE | |
| Registration Number: | 3209522 | FORBID | |
| Registration Number: | 1418105 | MERIT | |
| Registration Number: | 1603357 | PERMANONE | |
| Registration Number: | 1782376 | PREMISE | |
| Registration Number: | 0422355 | PYRENONE | |
| Registration Number: | 0758271 | STABILENE | |
| Registration Number: | 1507757 | SUSPEND | |
| Registration Number: | 2883004 | ZENITH | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9735972400 | | |
| <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: | 973-597-2500 | | |
| Email: | lstrademark@lowenstein.com | | |

CH \$340.00 1330499

Correspondent Name: Matthew P. Hintz, Esq.
Address Line 1: Lowenstein Sandler LLP
Address Line 2: One Lowenstein Drive
Address Line 4: Roseland, NEW JERSEY 07068

ATTORNEY DOCKET NUMBER: 41654.1889

NAME OF SUBMITTER: Matthew Hintz, Esq.

SIGNATURE: /Matthew P. Hintz/

DATE SIGNED: 01/24/2023

Total Attachments: 6

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CONFIRMATORY TRADEMARK ASSIGNMENT

THIS CONFIRMATORY TRADEMARK ASSIGNMENT, having an effective date of October 4, 2022 (the "Effective Date") is made by and between Bayer CropScience LP, a limited partnership existing under the laws of the State of Delaware and having an address at 800 N. Lindbergh Blvd., St. Louis, Missouri 63167, United States of America ("Assignor"), and Discovery Purchaser Corporation, a Delaware corporation, having an address at Tower 49, 12 East 49th Street, New York, NY 10017, United States of America ("Assignee").

WHEREAS, Assignor and Assignee are among the parties to that certain Share and Asset Purchase Agreement, dated as of March 7, 2022 (as amended, supplemented or modified, the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor sold, conveyed, assigned, and transferred to Assignee all right, title, and interest in and to the trademark registrations set forth on Schedule A and all common law and other rights, worldwide, in and to the trademark that are the subject of such registration (such rights, collectively, the "Trademarks"); and

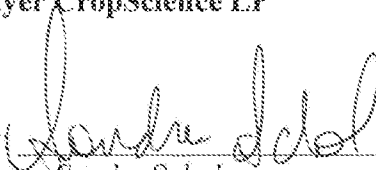
WHEREAS, pursuant to the Trademark Assignment Agreement and Back-License Agreement, dated October 4, 2022 (the "Assignment Agreement"), between Assignor and Assignee, Assignor assigned to Assignee all right, title, and interest in and to the Trademarks including any rights to the Trademarks; and

NOW, THEREFORE, for \$100 and other good and valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective as of the Effective Date, Assignor hereby sells, grants, assigns, transfers, and delivers all of its rights, title and interests in and to the Trademarks to Assignee, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to renew any registration therefor, to be held and enjoyed by Assignee for its sole use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damage by reason of past, present or future infringement of said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.
2. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of Germany, without giving effect to the principles of conflicts of laws thereof.
3. This Trademark Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
4. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.

IN WITNESS WHEREOF, Assignor has duly executed this Confirmatory Trademark Assignment as of the first date written above.

Bayer CropScience LP

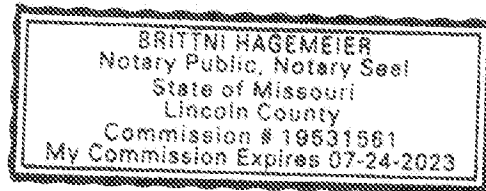
By 
Name: Sondra Schol
Title: Senior Assistant General Counsel, Trademarks

ACKNOWLEDGMENT AND NOTARY

United States of America
State of Missouri)
)ss:
County of St. Louis)

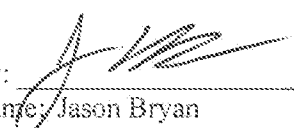
The foregoing instrument was acknowledged before me this 18th day of January, 2023, by Sondra Schol, the duly appointed and Senior Assistant General Counsel, Trademarks, the corporation described in and which executed the within instrument.


Notary Public



IN WITNESS WHEREOF, Assignee has duly executed this Confirmatory Trademark Assignment as of the first date written above.

Discovery Purchaser Corporation

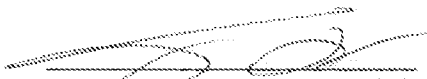
By: 
Name: Jason Bryan
Title: Assistant Secretary

ACKNOWLEDGMENT AND NOTARY

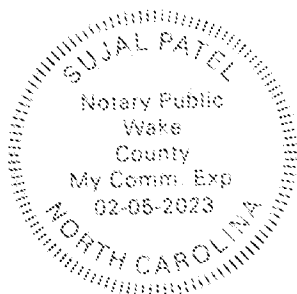
STATE OF NC)
) SS:
COUNTY OF Wake)

On this, the 20 day of January, 2023, before me, a Notary Public in and for the State of NC, personally appeared Jason Bryan, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.


Notary Public SUJAL PATEL

Notary seal



Schedule A
Trademarks

| Country | Trademark | Classes | Case Type | Filing Date | Application No. | Registration Date | Registration No. |
|--------------------------|------------|---------|-----------|-------------|-----------------|-------------------|------------------|
| Canada | STABILENE | 05 Int. | National | 28-Nov-1963 | 0279172 | 03-Jul-1964 | TMA136467 |
| Mexico | ELEGOY | 05 Int. | National | 23-Nov-2000 | 459584 | 23-Mar-2001 | 690514 |
| United States of America | BANOL | 05 Int. | National | 06-Aug-1984 | 73/493666 | 16-Apr-1985 | 1330499 |
| United States of America | CRITERION | 05 Int. | National | 13-Sep-2002 | 78/163675 | 02-Aug-2005 | 2981695 |
| United States of America | DELTADJUST | 05 Int. | National | 12-Sep-1994 | 74/572110 | 04-Jun-1996 | 1978901 |
| United States of America | DELTAGARD | 05 Int. | National | 06-Jan-1997 | 75/221643 | 16-Feb-1999 | 2224684 |
| United States of America | DRIONE | 05 Int. | National | 16-May-1962 | 72144706 | 27-Aug-1963 | 755281 |
| United States of America | FORBID | 05 Int. | National | 13-Sep-2002 | 78/163682 | 13-Feb-2007 | 3209522 |
| United States of America | MERIT | 05 Int. | National | 09-Oct-1985 | 73562385 | 25-Nov-1986 | 1418105 |
| United States of America | PERMANONE | 05 Int. | National | 06-Mar-1989 | 73/784998 | 26-Jun-1990 | 1603357 |
| United States of America | PREMISE | 05 Int. | National | 19-Nov-1992 | 74/332704 | 20-Jul-1993 | 1782376 |

| Country | Trademark | Classes | Case Type | Filing Date | Application No. | Registration Date | Registration No. |
|--------------------------|-----------|---------|-----------|-------------|-----------------|-------------------|------------------|
| United States of America | PYRENONE | 01 Int. | National | 14-Nov-1945 | 71/491556 | 16-Jul-1946 | 422355 |
| United States of America | STABILENE | 05 Int. | National | 28-Nov-1962 | 72158112 | 15-Oct-1963 | 758271 |
| United States of America | SUSPEND | 05 Int. | National | 29-Feb-1988 | 73714019 | 11-Oct-1988 | 1507757 |
| United States of America | ZENITH | 05 Int. | National | 13-Sep-2002 | 78/163677 | 07-Sep-2004 | 2883004 |

TRADEMARK

REEL: 007951 FRAME: 0493

RECORDED: 01/24/2023