

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784419

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Loveland Products Inc.		01/16/2023	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Bonide Producers LLC		
Street Address:	6301 Sutliff Road		
City:	Oriskany		
State/Country:	NEW YORK		
Postal Code:	13424		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1203329	KLEENUP	
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:	5184525600		
Email:	sandy.obrien@hrfmlaw.com		
Correspondent Name:	Nicholas Mesiti		
Address Line 1:	5 Columbia Circle		
Address Line 2:	Heslin Rothenberg Farley & Mesiti P.C.		
Address Line 4:	Albany, NEW YORK 12203		
ATTORNEY DOCKET NUMBER:	1332.017		
NAME OF SUBMITTER:	Nicholas Mesiti		
SIGNATURE:	/Nicholas Mesiti/		
DATE SIGNED:	02/03/2023		
Total Attachments: 3			
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AMENDMENT 2
to the Trademark License Agreement

This Amendment 2 to the Trademark License Agreement ("Amendment 2") is effective this 16 day of January, 2023 (the "Amendment 2 Effective Date") by and between **LOVELAND PRODUCTS INC.**, a Colorado corporation, with an address of 3005 Rocky Mountain Avenue, Loveland, Colorado 80538 ("Licensor"), and **BONIDE PRODUCTS LLC**, a Delaware Limited Liability Company, with an address of 6301 Sutliff Road, Oriskany, New York 13424 ("Licensee"). Licensor and Licensee are hereinafter individually referred to as a "Party" and collectively referred to the "Parties".

RECITALS:

Whereas the Parties entered into that certain trademark license agreement with an effective date of April 2, 1999 (the "Agreement");

Whereas the Parties entered into an Amendment 1 to the Agreement, with an effective date of October 31, 2018 ("Amendment 1"); and

Whereas the Parties by this Amendment 2 wish to further amend the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and received, the Parties agree as follows:

Article 1: Recitals

1.1 The Parties hereby delete the current Recital 2 from the Agreement in its entirety and replace it with the following:

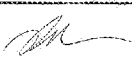
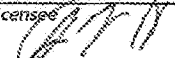
Licensee desires to use the Licensed Trademark on or in connection with the sale of herbicides for use only in consumer home, lawn and garden applications and sold through mass merchant and independent yard and garden retailers ("Products").

Article 2: Licensor and Licensee

2.1. Pursuant to Article 11 of the Agreement, the Agreement is binding upon the Parties and their respective successors. The Parties acknowledge and agree that i) Loveland Products, Inc. is the successor-in-interest to Northwest Chemical Corporation d/b/a United Horticultural Supply and Loveland Products, Inc. has assumed all rights and obligations of the licensor under the Agreement and ii) Bonide Products LLC is the successor-in-interest to Bonide Products, Inc. and Bonide Products LLC has assumed all rights and obligations of the licensee under the Agreement.

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Signatories' initials:

Licensor 	Licensee 
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Article 3: License

- 3.1 The Parties hereby delete the current Article 1 from the Agreement in its entirety and replace it with the following:

Acknowledgement of Trademark Rights. Licensor hereby grants to Licensee a non-exclusive royalty free license and right to use the Licensed Trademark throughout the United States and its territories on or in connection with the sale of Products pursuant to the conditions, limitations and restrictions set forth herein. Licensee shall not be permitted to use the Licensed Trademark in any other markets not recited herein, including but not limited to, the following: professional turf, golf course, professional landscape, sod farms, vegetation management and production agriculture.

Article 4: Protection of Trademark


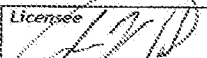
- 4.1 The Parties hereby delete the words "are liable" in line 3 of current Article 4 from the Agreement replace it with the following: "is likely".
- 4.2 The Parties hereby delete the words "is liable" in line 4 of current Article 4 from the Agreement replace it with the following: "is likely".

Article 5: Miscellaneous

- 5.1 Save as amended in this Amendment 2, all provisions, obligations and stipulations in the Agreement shall remain in full force and effect.
- 5.2 This Amendment 2 may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the Amendment 2 when a duly authorized representative of each Party has signed a counterpart. Each Party agrees that the delivery of the Amendment 2 by electronic or facsimile transmission shall have the same force and effect as delivery of original signatures and that each Party may use such electronic or facsimile signatures as evidence of the execution and delivery of the Amendment 2 by all Parties to the same extent that an original signature could be used.
- 5.3 Titles to the articles of this Amendment 2 are for information only and shall not bear legal significance.

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Signatories' initials:

Licensor 	Licensee 
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IN WITNESS WHEREOF, and intending to be legally bound, the Parties have caused this Amendment 2 to be executed by their duly authorized representatives.

LOVELAND PRODUCTS, INC.:

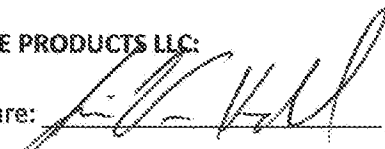
Signature: 

Name: Robert Clayton

Title: President

Date: 1/26/2023

BONIDE PRODUCTS LLC:

Signature: 

Name: James Van Handel

Title: President

Date: 1/15/2023

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Signatories' initials:

Licensor <u></u>	Licensee <u></u>
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