

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM790694

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CONFIRMATORY ASSIGNMENT, Effective October 31, 2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Growth Products Ltd.		02/28/2023	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Plant Health Intermediate, Inc.		
Doing Business As:	DPH Biologicals		
Street Address:	1550 East Old 210 Highway		
City:	Liberty		
State/Country:	MISSOURI		
Postal Code:	64068		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	1459763	GROWTH PRODUCTS	
Registration Number:	1806946	ESSENTIAL	
Registration Number:	4382341	ESSENTIAL	
Registration Number:	2135211	COMPANION	
Registration Number:	2962399	COMPANION	
Registration Number:	4279754	COMPANION	
Registration Number:	4685162	SIMPLE SUCCESS	
Registration Number:	4556705		
Registration Number:	5266449	NOVA GREEN	
Registration Number:	5497162	NOVA GREEN	
Registration Number:	5508654	OSMOTECH	
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:	iptransfer@ssjr.com		
Correspondent Name:	Gene S. Winter		
Address Line 1:	986 Bedford Street		
Address Line 4:	Stamford, CONNECTICUT 06905		

OP \$290.00 1459763

ATTORNEY DOCKET NUMBER:	00979-G0000
NAME OF SUBMITTER:	Gene S. Winter
SIGNATURE:	/Gene S. Winter/
DATE SIGNED:	03/01/2023

Total Attachments: 4

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Confirmatory Intellectual Property Assignment

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of October 31, 2018 (the "Effective Date"), is between **Growth Products Ltd.**, a New York corporation, with an address of 1550 East Old 210 Highway, Liberty, Missouri 64068 ("Assignor") and **Plant Health Intermediate, Inc. d/b/a DPH Biologicals**, a Delaware corporation, with an address of 1550 East Old 210 Highway, Liberty, Missouri 64068 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to the Trademarks, Copyrights, and other Intellectual Property and Registrations therefore described on Schedule A attached hereto (hereinafter referred to collectively as the "Properties") and all of the goodwill of the businesses associated therewith.

WHEREAS, for good and valuable consideration and pursuant to a certain acquisition agreement dated October 2018 in which Plant Health Intermediate, Inc. acquired Growth Products Ltd., ("Purchase Agreement"), and upon the terms and conditions set forth below, Assignee has acquired all rights, title and interest in and to said Properties described on Schedule A as of October 31, 2018;

NOW, THEREFORE, in consideration of the transactions contemplated by the Purchase Agreement and this Assignment and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns, grants, transfers and otherwise conveys to Assignee, its successors and assigns, its entire right, title and interest in and to said Trademarks and Properties listed on the attached Schedule A, including but not limited to all of Assignor's common law rights and registrations pertaining thereto, as well as all of the goodwill of the business symbolized by said Trademarks and Properties are used, including without limitation, the right to any registrations thereof, the right to prosecute any applications therefor, the right to have any registrations issue in the name of the Assignee, the right to apply for and obtain any renewal of any registrations thereof, the right to any priorities based on the filing of the aforesaid applications, the right to sue for past and future infringement.

2. Further Assurances. At the reasonable request of either party and without further consideration, the other party shall execute and deliver such other instruments of assignment and assumption and take such other actions as may be necessary to effect the intent of this Assignment.

IN WITNESS WHEREOF, the undersigned, pursuant to authority duly received, has duly executed this Assignment on the 28 day of February, 2023.

Growth Products Ltd.

By [Signature]
Name: Michael Messman
Title: President + CEO

Plant Health Intermediate, Inc.

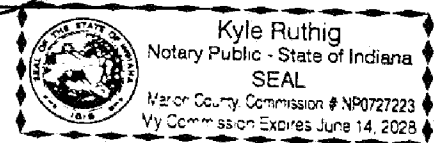
By [Signature]
Name: Michael Messman
Title: President + CEO

STATE OF Indiana
) ss:
COUNTY OF Marion

On the 28 day of February, 2023 before me, the undersigned, personally appeared Michael Messman of Growth Products Ltd. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

STATE OF Indiana
) ss:
COUNTY OF Marion

[Signature]
Notary Public



On the 28 day of February, 2023 before me, the undersigned, personally appeared Michael Messman of Plant Health Intermediate, Inc. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

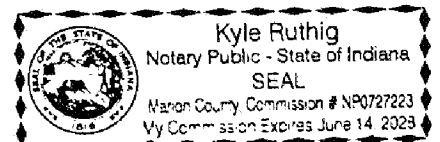


Exhibit A

Trademarks

Client	Matter	Mark	Country	Status	Reg. No.	Reg. Date
00979	T0001A	GROWTH PRODUCTS	United States	REGISTERED	1,459,763	10/06/1987
00979	T0001AJP	GROWTH PRODUCTS	Japan	REGISTERED	3,008,563	10/31/1994
00979	T0006A	ESSENTIAL	United States	REGISTERED	1,806,946	11/30/1993
00979	T0006B	ESSENTIAL	United States	REGISTERED	4,382,341	08/13/2013
00979	T0011A	COMPANION	United States	REGISTERED	2,135,211	02/10/1998
00979	T0011AAU	COMPANION	Australia	REGISTERED	866,718	06/15/2004
00979	T0011ACA	COMPANION	Canada	REGISTERED	TMA711,496	04/09/2008
00979	T0011ANZ	COMPANION	New Zealand	REGISTERED	632603	08/23/2001
00979	T0011B	COMPANION	United States	REGISTERED	2,962,399	06/14/2005
00979	T0011BCA	COMPANION	Canada	REGISTERED	743,660	07/16/2009
00979	T0011BMA	COMPANION	Morocco	REGISTERED	134316	07/11/2011
00979	T0011BNZ	COMPANION	New Zealand	REGISTERED	785125	12/11/2008
00979	T0011C	COMPANION	United States	REGISTERED	4,279,754	01/22/2013
00979	T0043ATH	GROWTH PRODUCTS and Design	Thailand	REGISTERED	TM343312	12/29/2011
00979	T0045A	SIMPLE SUCCESS	United States	REGISTERED	4,685,162	02/10/2015
00979	T0046A	Logo (Simple Success)	United States	REGISTERED	4,556,705	06/24/2014
00979	T0057A	NOVA GREEN	United States	REGISTERED	5,266,449	08/15/2017
00979	T0057ACA	NOVAGREEN	Canada	REGISTERED	TMA993,748	04/04/2018
00979	T0057B	NOVA GREEN (Class 005 - biological fungicides)	United States	REGISTERED	5,497,162	06/19/2018
00979	T0066A	OSMOTECH	United States	REGISTERED	5,508,654	07/03/2018

Common Law (Unregistered) Trademarks



(Logo)



(Logo)

Copyrights

Title	Copyright Number	Date
<u>Companion: soil amendment & microbial inoculate.</u>	TX0005382766	2001
<u>Essential: 100% natural organic true solution organic matter management.</u>	TX0005382767	2001
<u>Essential: an essential part of every turf and arbor care program.</u>	TX0005382765	2001
<u>Essential Plus: an essential part of every germination, propagation and transplant program.</u>	TX0005382764	2001
<u>Horticultural product guide.</u>	TX0005382763	2000
<u>Liquids for nitrogen fertility.</u>	TX0005382762	2000