

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM791118

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SePRO Corporation		02/28/2023	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	AgBiome Innovations, Inc.		
Street Address:	104 T.W. Alexander Drive, Building 18		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27709		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5813980	ZIO	
CORRESPONDENCE DATA			
Fax Number:	7043311183		
<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:	7043311183		
Email:	elainehunt@mvalaw.com		
Correspondent Name:	Michele M. Glessner		
Address Line 1:	Moore & Van Allen, PLLC		
Address Line 2:	100 North Tryon Street, Suite 4700		
Address Line 4:	Charlotte, SOUTH CAROLINA 28202		
NAME OF SUBMITTER:	Elaine B. Hunt		
SIGNATURE:	/Elaine B. Hunt/		
DATE SIGNED:	03/02/2023		
Total Attachments: 4			
source=sepro to agbiome#page1.tif			
source=sepro to agbiome#page2.tif			
source=sepro to agbiome#page3.tif			
source=sepro to agbiome#page4.tif			

OP \$40.00 5813980

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of February 28, 2023, is by and between AgBiome Innovations, Inc. (the “**Assignee**”) and SePRO Corporation (“**Assignor**”).

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Letter Agreement, dated as of February 28, 2023 (the “**Letter Agreement**”) to, among other things, terminate the Development and Exclusive Supply Agreement, dated as of August 26, 2016, by and between Assignor and Assignee (the “**2016 Agreement**”); and

WHEREAS, Section 4.7 of the 2016 Agreement requires Assignor to assign to Assignee all of Assignor’s right, title and interest in and to trademarks of Assignor used by Assignor to market the SePRO Product (as defined in the 2016 Agreement), other than the trademark for “SePRO” and any other corporate names used with the SePRO Product, upon termination of the 2016 Agreement; and

WHEREAS, Assignor wishes to transfer and assign to Assignee all of its right, title, and interest in and to the identified trademarks and tradenames listed in Annex A attached hereto (the “**Marks**”), and the parties wish to evidence this absolute transfer of rights by this Trademark Assignment; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the 2016 Agreement.

NOW, THEREFORE, in consideration of the above premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably and unconditionally assigns and transfers to Assignee, and Assignee hereby accepts, (i) Assignor’s entire worldwide right, title and interest in and to the Marks together with all the goodwill of the business associated therewith and symbolized thereby; (ii) any trademark registrations Assignor has prosecuted and maintained at the United States Patent and Trademark Office for the Marks, along with any priorities, rights or registrations resulting therefrom; and (iii) any and all rights and causes of action to recover and retain past, present, or future damages, royalties, fees, profits, or other relief, including equitable or injunctive relief, arising from infringement of the Marks by a third party and to which Assignor is or would have been entitled had the Assignment not been made.

Section 2. Recordation and Further Action. Assignor agrees, for itself and its successors, with Assignee and its successors and assigns, but at Assignee’s expense, hereafter to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper to maintain, review, and otherwise secure the grant of the Marks in the United States to Assignee, in such form as shall be approved by the counsel of Assignee and to vest and confirm in Assignee its successors and assigns, the legal title to all such Marks.

Section 3. Amendments. This Trademark Assignment may not be amended except by an instrument in writing signed by the Assignee and the Assignor.

Section 4. Governing Law. This Trademark Assignment will be governed by the laws of the State of North Carolina without giving effect to any choice or conflict of law principles of any jurisdiction.

Section 5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

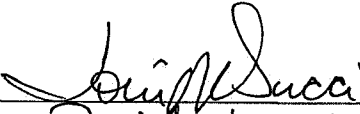
Section 6. Counterparts; Facsimile or Electronic Signatures. This Trademark Assignment may be executed by two or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute a single instrument. Execution and delivery of this Trademark Assignment by facsimile or electronic or email exchange bearing the copies of a party's signature shall constitute a valid and binding execution and delivery of this Trademark Assignment by such party. Such electronic copies shall constitute enforceable original documents

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.


ASSIGNEE:

AGBIOME INNOVATIONS, INC.

By: 
Name: President - Toni Zucci
Title:

ASSIGNOR:

SEPRO CORPORATION

By: 
Name: Michael Puckett
Title: SR VP + CFO

ANNEX A

Marks

Registered Trademarks:

Country	Mark	Application No. Filing Date	Registration No. Registration Date
U.S.A.	Zio	Feb 15, 2017	July 23 2019

Tradenames: