

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM808837

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bay City Flower Co.		11/30/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Syngenta Crop Protection AG		
Street Address:	Rosentalstrasse 67		
City:	Basel		
State/Country:	SWITZERLAND		
Postal Code:	4058		
Entity Type:	Aktiengesellschaft (Ag): SWITZERLAND		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	1408829	HANA BAY FLOWERS	
Registration Number:	4351583	HANA BAY PETITES	
Registration Number:	5698173	DEVOTION	
Registration Number:	5581766	RED VELVET	
Registration Number:	5581765	TOPAZ SKY	
Registration Number:	5716403	NEW PROMISE	
Registration Number:	4293173	PEPPERMINT TWIST	
Registration Number:	3406147	VINTAGE HARVEST	
Registration Number:	1425043	BRINGING BEAUTY TO LIFE	
Registration Number:	1775398	SUNRISE CACTUS	
Registration Number:	1416854		
CORRESPONDENCE DATA			
Fax Number:	8663697391		
<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:	6167971000		
Email:	docketing@watson-ip.com		
Correspondent Name:	Jovan N. Jovanovic		
Address Line 1:	3133 Highland Drive		
Address Line 4:	Hudsonville, MICHIGAN 49426		

OP \$290.00 1408829

ATTORNEY DOCKET NUMBER:	IPA231611
NAME OF SUBMITTER:	Nhina Smith
SIGNATURE:	/s Nhina Smith/
DATE SIGNED:	05/08/2023

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of is made as of November³⁰, 2020, by and between Syngenta Crop Protection AG, a corporation incorporated under the laws of Switzerland with offices at Rosentalstrasse 67 CH-4058 Basel, Switzerland ("**Assignee**"), and Bay City Flower Co., a corporation duly organized and existing under the laws of the State of California, with offices located at 2265 Cabrillo Highway South, Half Moon Bay, California 94019 United States (the "**Assignor**").

RECITALS

WHEREAS, Syngenta Flowers, LLC ("**Buyer**") (an affiliate of Assignee), Assignor and the Shareholders of Assignor are parties to that certain Asset Purchase Agreement of even date herewith (the "**Purchase Agreement**"), pursuant to which Assignor has agreed to sell, transfer, assign, convey and deliver to Buyer, and Buyer has agreed to purchase and acquire from Assignor, all of Assignor's right, title and interest in and to the Purchased Assets, all subject to the terms and conditions of the Purchase Agreement. Capitalized terms used in this Assignment Agreement and not otherwise defined in this Assignment Agreement shall have the meanings ascribed to them in the Purchase Agreement; and

WHEREAS, Assignor has agreed to sell to Buyer, and Buyer has agreed to acquire from Assignor, all of Assignor's rights, title and interest in all trademarks and trademark applications owned by Assignor and identified in Schedule A attached herein ("**Marks**"), which shall be assigned to Assignee; and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Assignor's right, title and interest in and to the Marks to Assignee;

NOW, THEREFORE, for valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Marks, including without limitation any and all registrations, applications, and/or common law rights for the Marks throughout the world, together with all of the goodwill of Assignor's business symbolized by or associated with the Marks, and any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto including, without limitation, damages and payments for past, present or future infringements.

2. This Trademark Assignment is subject to the terms and conditions of the Asset Purchase Agreement and this Trademark Assignment shall not be deemed to limit, enlarge or extinguish any obligation of Assignor or Buyer under the Asset Purchase Agreement, all of which obligations shall survive the delivery of this Trademark Assignment in accordance with the terms of the Asset Purchase Agreement, and that to the extent there is any conflict between this Trademark Assignment and the terms and conditions of the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

3. Assignor further assigns to Assignee all rights to sue and recover for any past, present or future actions, causes of action and rights to recover damages or payments (including lost

profits), for infringement or misappropriations of any Marks, as well as the right to take over and continue any and all existing suits related to any Mark.

4. Assignor shall take such actions and provide such assistance as reasonable and appropriate and/or as may be reasonably requested by Assignee from time to time to consummate the transfer of the Marks and shall execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee requests to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Assignment, including registration of the Assignee as registered proprietor of the Marks listed in Schedule A.

5. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Trademark Assignment may be executed by .PDF or facsimile signature, and any such .PDF or facsimile signature shall be deemed to be an original signature.

[SIGNATURE PAGE IMMEDIATELY FOLLOWING]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Agreement as of the date first set forth above.

ASSIGNOR
BAY CITY FLOWER CO., a California
corporation

By: *William Higel*
Its: President & CEO

ASSIGNEE
SYNGENTA CROP PROTECTION AG, a
company incorporated under the laws of
Switzerland SYNGENTA CROP
PROTECTION AG

By: _____

Its: _____

By: _____

Its: _____

IN WITNESS WHEREOF, the undersigned have executed this Trademark Agreement as of the date first set forth above.

ASSIGNOR
BAY CITY FLOWER CO., a California corporation

By: _____

Its: _____

ASSIGNEE
SYNGENTA CROP PROTECTION AG, a company incorporated under the laws of Switzerland SYNGENTA CROP PROTECTION AG



By: *J. Hofmann*

Joachim Hofmann
Authorized signatory

By: *M. Grimm*

Its: Marie-Christine Grimm
Authorized signatory

Schedule A to Trademark Assignment

Trademarks

Mark:	Registration Number:	International Class:	United States Class:
Hana Bay Flowers	1408829	IC 031	US 001
Hana Bay Petites	4351583	IC 031	US 001 and US 046
Devotion	5698173	IC 031	US 001 and US 046
Red Velvet	5581766	IC 031	US 001 and US 046
Topaz Sky	5581765	IC 031	US 001 and US 046
New Promise	5716403	IC 031	US 001 and US 046
Peppermint Twist	4293173	IC 031	US 001 and US 046
Vintage Harvest	3406147	IC 031	US 001 and US 046
Bringing Beauty to Life	1425043	IC 031	US 001
Sunrise Cactus	1775398	IC 031	US 001
Hummingbird and Potted Plant Design	1416854	IC 031	US 001

Image:

