

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM821356

|                              |                          |
|------------------------------|--------------------------|
| <b>SUBMISSION TYPE:</b>      | RESUBMISSION             |
| <b>NATURE OF CONVEYANCE:</b> | NUNC PRO TUNC ASSIGNMENT |
| <b>EFFECTIVE DATE:</b>       | 07/30/2020               |
| <b>RESUBMIT DOCUMENT ID:</b> | 900780809                |

## CONVEYING PARTY DATA

| Name                      | Formerly | Execution Date | Entity Type                            |
|---------------------------|----------|----------------|--|
| Custom Marketing Co., LLC |          | 05/26/2023     | Limited Liability Company:<br>MISSOURI |

## RECEIVING PARTY DATA

|                        |                                      |
|------------------------|--------------------------------------|
| <b>Name:</b>           | IntelliFarms Northern Division, Inc. |
| <b>Street Address:</b> | 11203 SD Highway 27                  |
| <b>City:</b>           | Britton                              |
| <b>State/Country:</b>  | SOUTH DAKOTA                         |
| <b>Postal Code:</b>    | 57430                                |
| <b>Entity Type:</b>    | Corporation: SOUTH DAKOTA            |

## PROPERTY NUMBERS Total: 1

| Property Type               | Number  | Word Mark   |
|-----------------------------|---------|-------------|
| <b>Registration Number:</b> | 4416015 | GRAIN GAUGE |

## CORRESPONDENCE DATA

Fax Number: 6126046800

*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.*

Phone: 6126046689

Email: tsitzmann@winthrop.com

Correspondent Name: Timothy D. Sitzmann

Address Line 1: 225 South Sixth Street

Address Line 2: Capella Tower Suite 3500

Address Line 4: Minneapolis, MINNESOTA 55402

|                                |                     |
|--------------------------------|---------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 26260.1             |
| <b>NAME OF SUBMITTER:</b>      | Timothy D. Sitzmann |
| <b>SIGNATURE:</b>              | /tds/               |
| <b>DATE SIGNED:</b>            | 07/01/2023          |

Total Attachments: 1

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INTELLECTUAL PROPERTY CONFIRMATORY ASSIGNMENT

THIS INTELLECTUAL PROPERTY CONFIRMATORY ASSIGNMENT ("Assignment") is made and effective *nunc pro tunc* as of July 30, 2020 (the "Effective Date") by and between, CUSTOM MARKETING CO., LLC (the "Assignor"), a Missouri limited liability company located at 120 South Central Ave Clayton, MO 63105, and INTELLIFARMS NORTHERN DIVISION, INC. (the "Assignee"), a South Dakota corporation located at 11203 SD Highway 27, Britton, SD 57430.

WHEREAS, Assignor and Assignee entered into that certain Agreement dated July 30, 2020 wherein Assignor sold to Assignee certain assets and assigned to Assignee all rights, title, and interest in and to the trademark GRAIN GAUGE (the "Trademark") and goodwill associated therewith.

WHEREAS, Assignor is listed as the owner of U.S. Trademark Registration No. 4416015 for the Trademark, which registered on October 08, 2013.

WHEREAS, Assignor desires to document the transfer of rights from Assignor to Assignee in a form suitable and acceptable for recordation with the appropriate governmental agencies.

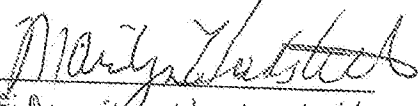
NOW THEREFORE, in consideration of the foregoing, which are incorporated into this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby confirms that is has irrevocably and forever assigned, granted, conveyed, and transferred to the Assignee, *nunc pro tunc* as of the Effective Date, any and all of Assignor's right, title and interest in and to the Trademark, including the Trademark Registrations and any domain names that incorporate the Trademark, and all goodwill associated therewith. To the extent that such rights were not previously conveyed to the Assignee, Assignor hereby irrevocably and forever assigns, grants, conveys, and transfers to the Assignee, *nunc pro tunc* as of the Effective Date, all of Assignor's right, title and interest in and to the Trademark, including all rights to causes of action or remedies related thereto, including without limitation, the right to sue for past, present, or future infringement, misappropriation, or violation of any right related to the foregoing, if any.
2. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Trademark to Assignee, or any assignee or successor thereto.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of May 26, 2023.

ASSIGNOR:

CUSTOM MARKETING CO., LLC

By:   
Name: Marlygn Hochstetter

ASSIGNEE:

INTELLIFARMS NORTHERN DIVISION, INC.

By:   
Name: Jared Holland

TRADEMARK