

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM837591

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cargill, Incorporated		10/28/2022	Corporation:
RECEIVING PARTY DATA			
Name:	BASF		
Street Address:	100 Park Avenue		
City:	Florham Park		
State/Country:	NEW JERSEY		
Postal Code:	07932		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97035389	LATITUDE	
Serial Number:	90785279	MARINER	
CORRESPONDENCE DATA			
Fax Number:	4408080657		
<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:	440-808-0011		
Email:	docket@patentandtm.com		
Correspondent Name:	Curatolo, Sidoti & Trillis Co., LPA		
Address Line 1:	24500 Center ridge road		
Address Line 2:	Suite 280		
Address Line 4:	Cleveland, OHIO 44145		
NAME OF SUBMITTER:	Salvatore A. Sidoti		
SIGNATURE:	/Salvatore A. Sidoti/		
DATE SIGNED:	09/07/2023		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

WHEREAS, Cargill, Incorporated, a corporation organized under the laws of the state of Delaware ("Assignor") located at 15407 McGinty Road West, MN, 55391, United States, is the record owner of certain rights, title and interest in and to the various trademarks (the "Trademarks") as identified on Exhibit A hereto, and the goodwill associated therewith, and the applications and registrations for the Trademarks as reflected in the attached Exhibit A (the "Applications and Registrations"); and

WHEREAS, BASF Corporation, a corporation organized under the laws of the state of New York ("Assignee"), located at 100 Park Avenue, Florham Park NJ 07932, United States, desires to acquire in its own name all rights of Assignor in and to the Trademarks and the goodwill associated therewith, and the Applications and Registrations; and

WHEREAS, the assignment of the Trademarks and the Applications and Registrations shall be made of record by Assignee in all appropriate patent and trademark offices worldwide, as may be required by local law; and

WHEREAS, Assignor agrees that it will execute or arrange for execution by Assignor of such further assignment documents or other legal instruments as may be required to permit Assignee or its designee to obtain recordation of the assignment of the Trademarks and the Applications and Registrations from Assignor to Assignee or its designee.

NOW, THEREFORE, for the sum of one United States Dollar (USD \$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee, free and clear of all liens and encumbrances, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the Applications and Registrations, as well as all rights to damages and profits, due or accrued, arising out of past infringements of the Trademarks, and the right to sue and recover for same. Assignor shall, as far as existing at Assignor, within ninety (90) days after the execution of this Trademark Assignment provide all registration and renewal certificates related to the Trademarks to the Assignee. Assignor shall also forward newly received correspondence related to the Trademarks.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be signed by their duly authorized officers or other representatives, effective as of the date of the last signature below.

Cargill, Incorporated

By: DocuSigned by:
Natalia Orlova
20174BAFD0B5498...

Name: Natalia Orlova

Title: VP, Regional managing Director, Cargill

BASF Corporation

By: DocuSigned by:
Garth Hodges
D874B0235AC84F5...

Name: Garth Hodges

Title: VP NA Business Management Seeds

**Exhibit A to Trademark Assignment
Cargill, Incorporated to BASF Corporation**

Trademark	Classes	Country	Status	Application Number	Registration Number	Mark Image
Latitude	29	Canada	Registered	1900256	1079520	-
Latitude & Design	29	Canada	Registered	1917033	1079521	
Latitude	29	Chile	Registered	1289221	1286354	-
Latitude & Design	29	Chile	Registered	1298879	1298879	
Latitude	29	United States of America	Allowed	97035389		-
Mariner	31	Canada	Registered	1906320	1092216	-
Mariner	31	United States of America	Pending	90785279		-

FIRST AMENDMENT TO THE TRADEMARK ASSIGNMENT

This First Amendment to the Trademark Assignment (the "First Amendment") is effective as of July 20th, 2023 (the "First Amendment Effective Date") and is entered into by and between Cargill Incorporated, a corporation organized under the laws of the state of Delaware with offices located at 15407 McGinty Road West, MN, 55391, United States ("Assignor") and BASF Corporation, a Delaware corporation, with offices at 26 Davis Drive, Research Triangle Park, North Carolina 27709 ("Assignee"). Each Assignee and Assignor shall be referred to herein as a "Party" and together as the "Parties". Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement (as defined below).

WHEREAS, Assignor and Assignee are Parties to that certain Trademark Assignment effective October 28, 2022 (the "Agreement"); and

WHEREAS, Assignor and Assignee mutually desire to further extend and amend certain aspects of the Agreement.

NOW THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. In paragraph 2 of the Agreement which reads as follows:

"WHEREAS, BASF Corporation, a corporation organized under the laws of the state of New York ("Assignee"), located at 100 Park Avenue, Florham Park NJ 07932, United States, desires to acquire in its own name all rights of Assignor in and to the Trademarks and the goodwill associated therewith, and the Applications and Registrations; and"

Shall be deleted and replaced with the following:

"WHEREAS, BASF Corporation, a corporation organized under the laws of the state of Delaware ("Assignee"), located at 100 Park Avenue, Florham Park NJ 07932, United States, desires to acquire in its own name all rights of Assignor in and to the Trademarks and the goodwill associated therewith, and the Applications and Registrations; and"

2. This First Amendment shall be governed by and construed in accordance with the laws of the state of Delaware without giving effect to principles of conflict of law.
3. All other terms and conditions of the Agreement shall remain unchanged.

Signatures follow on next page

IN WITNESS WHEREOF, the Parties have caused this Amendment to the Agreement to be signed by their duly authorized representatives.

BASF CORPORATION

CARGILL, INCORPORATED

By: Tom Schuler

By: NATALIA ORLOVA
NATALIA ORLOVA (Aug 17, 2023 22:09 CDT)

Name: Thomas Schuler

Name: Natalia Orlova

Title: Vice President, Global Strategic
Marketing & Traits

Title: Vice President, Managing Director
Edible Oils North America

Date: _____

Date: _____