

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843488

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alforex Seeds LLC		09/01/2023	Limited Liability Company: DELAWARE
Pioneer Hi-Bred International, Inc.		09/01/2023	Corporation: IOWA
Corteva Agriscience LLC		09/01/2023	Limited Liability Company: DELAWARE
Agrigenetics, Inc.		09/01/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	DLF USA Inc.		
Street Address:	175 West H Street		
City:	Halsey		
State/Country:	OREGON		
Postal Code:	97348		
Entity Type:	Corporation: OREGON		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4795733	ALFOREX	
Registration Number:	3397865	HI-GEST	
Registration Number:	3397874	HI-GEST	
Registration Number:	4422118	MS SUNSTRA	
Registration Number:	4096278	MS SUNSTRA	
CORRESPONDENCE DATA			
Fax Number:	5037782200		
<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:	5032261432		
Email:	trademarks@lanepowell.com		
Correspondent Name:	Tiffany Connors		
Address Line 1:	1420 5th Ave. Ste. 4200		
Address Line 4:	Seattle, WASHINGTON 98101		

OP \$140.00 4795733

NAME OF SUBMITTER:	Suzanne Lukas-Werner
SIGNATURE:	/Suzanne Lukas-Werner/
DATE SIGNED:	10/03/2023
Total Attachments: 7 source=Project Antelope - Intellectual Property Assignment - FINAL#page1.tif source=Project Antelope - Intellectual Property Assignment - FINAL#page2.tif source=Project Antelope - Intellectual Property Assignment - FINAL#page3.tif source=Project Antelope - Intellectual Property Assignment - FINAL#page4.tif source=Project Antelope - Intellectual Property Assignment - FINAL#page5.tif source=Project Antelope - Intellectual Property Assignment - FINAL#page6.tif source=Project Antelope - Intellectual Property Assignment - FINAL#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this “**IP Assignment**”), dated as of August 31, 2023, and effective as of September 1, 2023 (the “**Effective Date**”), is made by and between Alforex Seeds LLC, a Delaware limited liability company, Pioneer Hi-Bred International, Inc., an Iowa corporation, Corteva Agriscience LLC, a Delaware limited liability company, and Agrigenetics, Inc., a Delaware corporation (together “**Seller**”), and DLF USA Inc., an Oregon corporation (“**Buyer**”), as the purchaser of certain intellectual property assets of Seller and its Affiliates, pursuant to an Asset Purchase and Sale Agreement, dated as of August 18, 2023 (the “**Purchase Agreement**”).

RECITALS

A. Under the terms of the Purchase Agreement, Seller and its Affiliates have conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller and its Affiliates, and has agreed to execute and deliver this IP Assignment.

B. Any capitalized term used but not defined herein shall have the meaning assigned to such term as set forth in the Purchase Agreement.

AGREEMENT

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer and Buyer hereby accepts, all of Seller’s and its Affiliates right, title, and interest in and to all Seller Intellectual Property (as defined in the Purchase Agreement), including without limitation the following (collectively, the “**Assigned IP**”):

(a) the inventions described in the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Action. Following the date hereof, Seller shall (and shall cause its Affiliates to) 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 Assigned IP to Buyer, or an assignee or successors thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

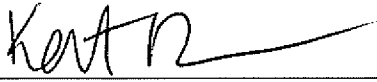
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the state of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the state of Delaware or any other jurisdiction).

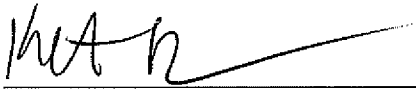
[Signature page follows.]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the Effective Date.

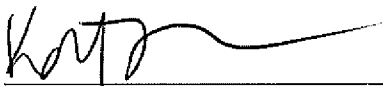
ALFOREX SEEDS LLC

By 
Name: Kathleen Fennessy
Title: Authorized Representative


PIONEER HI-BRED INTERNATIONAL, INC.

By 
Name: Kathleen Fennessy
Title: Authorized Representative

CORTEVA AGRISCIENCE LLC

By 
Name: Kathleen Fennessy
Title: Authorized Representative

AGRIGENETICS, INC.

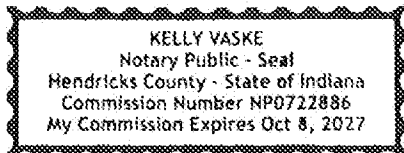
By 
Name: Kathleen Fennessy
Title: Authorized Representative

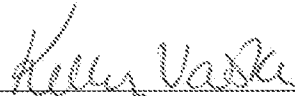
UNITED STATES OF AMERICA)
STATE OF INDIANA) SS:
COUNTY OF MARION)

NOTARIAL CERTIFICATE

On this 31st day of August 2023, personally appeared before me Kathleen Fennessy, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be Trademark Counsel and Attorney-in-Fact of Alforex Seeds LLC, Corteva Agriscience LLC, Pioneer Hi-Bred international, Inc., and Agrigenetics, Inc.; and she acknowledged to me that she executed said instrument for the purposes and consideration therein expressed and as the act of the said Company.

Given under my hand and seal of Office this 31st day of August 2023.





Kelly Vaske, Notary Public
State of Indiana
Residing in Hendricks County
My Commission Expires October 8, 2027

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Country	Registration Date	Registration Number	Next Renewal Due
ALFOREX	Argentina	14 Aug 2014	2670153	14 Aug 2024
ALFOREX	Canada	18 Jun 2019	TMA1027181	18 Jun 2029
ALFOREX	China	14 Dec 2014	12884937	13 Dec 2024
ALFOREX	United States Of America	18 Aug 2015	4795733	18 Aug 2025
ALFOREX WITH KATAKANA	Japan	10 Jan 2014	5642676	10 Jan 2024
HI-GEST	Australia	04 Dec 2007	1213409	04 Dec 2027
HI-GEST	Canada	20 Apr 2018	TMA994909	20 Apr 2033
HI-GEST	European Union	17 Oct 2008	006527352	19 Dec 2027
HI-GEST	Japan	16 Nov 2007	5091980	16 Nov 2027
HI-GEST	South Korea / Republic of Korea	19 Jun 2008	400750674	19 Jun 2028
HI-GEST	United Kingdom	17 Oct 2008	UK00906527352	19 Dec 2027
HI-GEST	United States Of America	18 Mar 2008	3397865	18 Mar 2028
HI-GEST & DESIGN	Australia	04 Dec 2007	1213408	04 Dec 2027
HI-GEST & DESIGN	European Union	17 Oct 2008	006530241	19 Dec 2027
HI-GEST & DESIGN	Japan	24 Oct 2008	5175642	24 Oct 2028
HI-GEST & DESIGN	South Korea / Republic of Korea	16 Jun 2008	400750065	16 Jun 2028
HI-GEST & DESIGN	United Kingdom	17 Oct 2008	UK00906530241	19 Dec 2027
HI-GEST & DESIGN	United States Of America	18 Mar 2008	3397874	18 Mar 2028
MS SUNSTRA	Canada	17 Mar 2004	TMA605437	17 Mar 2034
MS SUNSTRA	United States Of America	22 Oct 2013	4422118	22 Oct 2023
MS SUNSTRA & DESIGN	United States Of America	07 Feb 2012	4096278	07 Feb 2032