

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861802

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Locus Agricultural Solutions, LLC		10/26/2022	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Locus Solutions IPCo, LLC		
Street Address:	30600 Aurora Road, Suite 120		
City:	Solon		
State/Country:	OHIO		
Postal Code:	44139		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6108702	TERRADIGM	
Registration Number:	5459094	LOCUS AGRICULTURAL SOLUTIONS	
Registration Number:	5459095	LOCUS AGRICULTURAL SOLUTIONS	
Registration Number:	5764701	RHIZOLIZER	
CORRESPONDENCE DATA			
Fax Number:	2125305219		
<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:	212-530-5878		
Email:	dcip@milbank.com, jgarces@milbank.com		
Correspondent Name:	John Garces, Esq.		
Address Line 1:	55 Hudson Yards		
Address Line 2:	Milbank, LLP		
Address Line 4:	New York, NEW YORK 10001-2163		
ATTORNEY DOCKET NUMBER:	32643.00035		
NAME OF SUBMITTER:	John Garces, Esq.		
SIGNATURE:	/John Garces/		
DATE SIGNED:	12/18/2023		
Total Attachments: 5			

CH \$115.00 6108702

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “*Agreement*”) is entered into as of October 26, 2022, by and between Locus Agricultural Solutions, LLC (the “*Assignor*”) and Locus Solutions IPCo, LLC, a Delaware limited liability company (the “*Company*”).

WHEREAS, the Company desires to obtain from Assignor, and Assignor is willing to assign and transfer to Assignee, the Property (as defined below), in accordance with the terms and subject to the conditions of this Agreement.

WHEREAS, concurrently with the execution of this Agreement, the Company is entering that certain Intellectual Property License Agreement with Assignor (the “*License Agreement*”) and certain other parties specified in such License Agreement to enable Assignor, its affiliates, and their end users to use the Property (as defined below) and such other intellectual property that is the subject of such License Agreement to commercialize and exploit such intellectual property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and the Company agree as follows:

AGREEMENT

1. Assignor hereby sells, assigns and delivers to the Company all Assignor’s right, title and interest, on a worldwide basis, in and to (x) the issued patents, patent applications, registered trademarks and trademark described in **Exhibit A** attached hereto, (y) all other Intellectual Property Rights, owned, acquired, created, or developed by or on behalf of Assignor whether in existence on the date hereof or owned, acquired, created or developed thereafter, and (z) any and all modifications, derivative works and improvements in the forgoing together with all related Intellectual Property Rights, in each case, together with the right to sue and recover damages and payments for past, present, and future infringement, misappropriation, violation, or conflict of or any of the foregoing and all rights to protection of interests therein (collectively, the “*Property*”). “Intellectual Property Rights” means collectively, any and all now known or hereafter known tangible and intangible intellectual property rights or similarly protected rights in any country, now or in the future, whether or not registered or perfected, and whether arising by operation of law, contract, license, or otherwise, of technical information, data and processes whether tangible or intangible, including, without limitation: (i) copyrights, inventor certificates, and other rights associated with works of authorship throughout the world, including but not limited to, copyrights and moral rights (including the right of an author to be known as the author of a work); (ii) know-how and trade secret rights; (iii) patent rights, including utility and design patents; (iv) rights related to designs, algorithms, semiconductor mask work rights; (v) trademark rights, trademark and service mark rights (whether arising under common law or registered under state or federal law), trade names, and brand names and similar rights; and (vi) to the extent applicable, all registrations, initial applications, renewals, extensions, continuations, continuations-in-part, divisions or reissues hereof now or hereafter in force, including any rights in any of the foregoing.

2. Upon each request by the Company, without additional consideration, Assignor agrees to promptly execute documents, including further confirmatory assignments to the Company, as necessary, testify and take other acts at the Company’s expense as the Company may deem necessary or desirable to procure, maintain, perfect, and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Property assigned hereunder, and render all necessary assistance in making application for and obtaining original, divisional, renewal, or reissued utility and design patents, copyrights, mask works, trademarks, trade secrets, and all other technology and Intellectual Property Rights throughout the world

related to any of the Property, in the Company's name and for its benefit. In the event the Company is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Assignor. Assignor hereby waives and quitclaims to the Company any and all claims, of any nature whatsoever, which Assignor now or may hereafter have for infringement of any Property assigned hereunder.

3. Assignor further agrees to deliver to the Company upon execution of this Agreement any and all tangible manifestations of the Property, including, without limitation, all notes, records, files and tangible items of any sort in its possession or under its control relating to the Property. Such delivery shall include all present and predecessor versions. In addition, Assignor agrees to provide to the Company from and after the execution of this Agreement and at the expense of the Company competent and knowledgeable assistance to facilitate the transfer of all information, know-how, techniques, processes and the like related to such tangible manifestation and otherwise comprising the intangible aspects of the Property.

4. Assignor represents and warrants to the Company that (a) Assignor is the sole owner of the Property and has full and exclusive right to assign the rights assigned herein, subject to Assignor's existing licensing agreements, (b) Assignor has full right and power to enter into and perform this Agreement, (c) to Assignor's knowledge, none of the Property infringes, conflicts with or violates any patent or other Intellectual Property Right of any kind (including, without limitation, any trade secret) or similar rights of any third party, and (d) the execution, delivery and performance of this Agreement does not conflict with, constitute a breach of, or in any way violate any arrangement, understanding or agreement to which Assignor is a party or by which Assignor is bound.

5. Assignor further represents and warrants to the Company that no claim, whether or not embodied in an action past or present, of any infringement, of any conflict with, or of any violation of any patent, trade secret or other Intellectual Property Right or similar right, has been made or is pending or threatened in writing against Assignor relative to the Property. Assignor agrees to promptly inform the Company of any such claim arising or threatened in the future with respect to the Property or any part thereof.

6. This Agreement and the Exhibit attached hereto constitute the entire, complete, final and exclusive understanding and agreement of the parties hereto with respect to the subject matter hereof, and supersedes any other prior or contemporaneous oral understanding or agreement or any other prior written agreement. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the parties hereto.

7. This Agreement will be governed and construed in accordance with the laws of the State of New York without giving effect to any conflicts of laws principles that require the application of the law of a different state. Assignor hereby expressly consents to the personal jurisdiction of the state and federal courts located in the county in which the Company has its principal offices for any lawsuit filed there against Assignor by the Company arising from or related to this Agreement.

8. If any provision of this Agreement is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable.

9. Failure by either party to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.

10. The provisions hereof shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

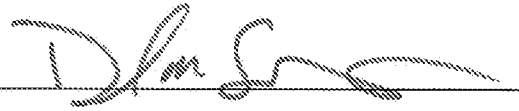
[Signature Page Follows]

The undersigned have executed this Agreement as of the date set forth above.

COMPANY:

LOCUS SOLUTIONS IPCO, LLC, a Delaware
limited liability company

By: _____




Name: Donald Sweeney
Title: Chief Financial Officer

ASSIGNOR:

LOCUS AGRICULTURAL SOLUTIONS, LLC

By: _____

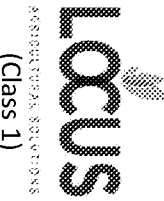


Name: Donald Sweeney
Title: Chief Financial Officer

[Signature Page to Intellectual Property Assignment Agreement]

EXHIBIT A

1. The following Trademark(s):

OWNER	MARK	APPLICATION NUMBER	FILING DATE	REGISTRATION NUMBER	ISSUE DATE	STATUS	JURISDICTION
Locus Agricultural Solutions, LLC	TERRADIGM (Class 1)	88/244,025	12/28/2018	6,108,702	7/21/2020	REGISTERED	U.S.
Locus Agricultural Solutions, LLC	LOCUS AGRICULTURAL SOLUTIONS (Class 1)	87/632,501	10/3/2017	5,459,094	5/1/2018	REGISTERED	U.S.
Locus Agricultural Solutions, LLC	 (Class 1)	87/632,530	10/3/2017	5,459,095	5/1/2018	REGISTERED	U.S.
Locus Agricultural Solutions, LLC	RHIZOLIZER (Class 1)	87/776,056	1/30/2018	5,764,701	5/28/2019	REGISTERED	U.S.

TRADEMARK

REEL: 008291 FRAME: 0105

RECORDED: 12/18/2023