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Assignment ID: TMI20892

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DEER CREEK SEED, LLC		06/27/2023	Limited Liability Company: WISCONSIN

RECEIVING PARTY DATA

Company 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: 6

Property Type	Number	Word Mark
Registration Number:	3145424	DEER CREEK SEED
Registration Number:	3628489	MASTER SEEDSMEN
Registration Number:	4490345	MASTER SEEDSMEN BRAND
Registration Number:	4570683	DEER CREEK WILDLIFE
Registration Number:	3142191	
Registration Number:	7258360	DEER CREEK SEED CO.

CORRESPONDENCE DATA

Fax Number: 5067782200

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: 2062261432

Email: trademarks@lanepowell.com

Correspondent Name: Tiffany Connors

Address Line 1: 1420 5th Ave. Ste. 4200

Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER:	708399.0036
NAME OF SUBMITTER:	SUZANNE LUKAS-WERNER
SIGNATURE:	SUZANNE LUKAS-WERNER
DATE SIGNED:	02/12/2024

TRADEMARK REEL: 008342 FRAME: 0590

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Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated effective as of June 27, 2023 is made by DEER CREEK SEED, LLC, a Wisconsin limited liability company ("Assignor"), and successor in interest to DEER CREEK SEED, INC., a Wisconsin corporation, in favor of DLF USA INC., an Oregon corporation ("Assignee"), the surviving entity between Assignor and Assignee pursuant to the Agreement and Plan of Merger by and between Assignee and Assignor dated as of June 27, 2023 (the "Merger Agreement").

WHEREAS, under the terms of the Merger Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor;

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

- 1. <u>Assignment</u>. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:
- (a) the trademark registrations and trademark applications set forth on <u>Exhibit A</u> hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; 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. Recordation and Further Actions. 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 Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Trademarks to Assignee, or any assignee or successor thereto.
- 3. <u>Counterparts</u>. This Trademark 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 Trademark 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 Trademark Assignment.

Signature Page to Trademark Assignment Agreement

- 4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. <u>Governing Law.</u> This Trademark 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 Trademark 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 Oregon, without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

DEER CREEK SEED, LLC,

By: DLF USA INC., its sole Member

By: ______CAFE88C4D0DD46C...

Name: Daniel Foor

Title: Vice President

DLF USA INC.

By: ______CAFE886C4D0DD46C...

Name: Daniel Foor

Title: Vice President

RECORDED: 02/12/2024

Exhibit A

Intellectual Property

Mark	Appln Serial Number	Registration Date
DEER CREEK SEED	Reg. No. 3145424	September 19, 2006
MASTER SEEDSMEN	Reg. No. 3628489	May 26, 2009
masterseedsmen	Reg. No. 4490345	Mar 4, 2014
CREE CREE	Reg. No. 4570683	July 22, 2014
	Reg. No. 3142191	September 12, 2006
DEER CREEK SEED CO.	97642434	October 21, 2022

TRADEMARK REEL: 008342 FRAME: 0594