

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321052

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vilmorin USA Corporation		07/01/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AgReliant Genetics, LLC		
Street Address:	1122 East 169th Street		
City:	Westfield		
State/Country:	INDIANA		
Postal Code:	46074		
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1171521	AGRIGOLD	
CORRESPONDENCE DATA			
Fax Number:	3176361507		
<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:	3172386248		
Email:	ipdocketing@kdlegal.com		
Correspondent Name:	Alastair J. Warr		
Address Line 1:	One Indiana Square		
Address Line 2:	Suite 2800		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	AGGE.00001		
NAME OF SUBMITTER:	Alastair J. Warr		
SIGNATURE:	/Alastair J. Warr/		
DATE SIGNED:	10/24/2014		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT IS MADE BY AND BETWEEN:

VILMORIN USA CORP., a company duly incorporated under the laws of the State of Delaware, recorded under Nr. 3241250 and having its principal place of business C.O. Corporation Service Company, 2711 Centerville Road, Suite 400, County of New Castle, 19808 Wilmington, Delaware, United States of America, hereinafter referred to as the "Assignor",

AND

AGRELIANT GENETICS, LLC., a company duly organized under United States of America law and having its principal place of business at 1122 East 169th Street, IN 46074 Westfield, United States, recorded in the State of Delaware under Nr 3241250, hereinafter referred to as the "Assignee",

The Assignor and the Assignee are hereinafter collectively referred to as the "Parties" or individually to as "Party".

WHEREAS

The Assignor is owner of the trademark AGRIGOLD number 1171521 registered in the United States of America, hereinafter referred to as the "Trademark".

The Assignee wishes to acquire the entire rights, title and interest in the Trademark. The Assignor agrees to assign the Trademark to the Assignee.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1 – Assignment

The Assignor hereby irrevocably assigns to the Assignee all rights, title, and interest with regards to the following Trademark:

- AGRIGOLD Nr. 1171521, active trademark protected in class 31 since September 29th 1981, last renewal September 29th 2011.

A copy of the corresponding certificate is attached in the Appendix, which forms an integral part of this agreement.

The Assignee hereby irrevocably accepts this assignment.

The Assignee has the right to undertake, recommence or pursue, on its own discretion, risks and profits, as well as to claim or defend all rights, requests, proceedings or actions in relation to the Trademark, including the right to go to the Court of Justice for any previous or future usurpations.

ARTICLE 2: Assignor Statements

2.1 The Assignor declares that:

- it is the exclusive owner of the assigned Trademark, which is free of any licence, lien, mortgage or other encumbrances and, consequently, that it has the right, power and authority to enter into this Agreement;
- no claims are pending or threatened, with respect to its right in the Trademark.

2.2 The Assignor guarantees that:

- It shall deliver to the Assignee all document and information related to the Trademark at the effective date;
- Up to and including the date of Assignment, it accomplished any necessary obligation and formality with regards to protection of the assigned Trademark.

The Assignor undertakes to send as soon as possible to the Assignee any document in relation to the Trademark received after the effective date of this Agreement.

ARTICLE 3 – Price

In consideration for this Assignment, as set forth in ARTICLE 1, the Assignee shall pay the Assignor the sum of twelve thousand US dollars (\$12,000) ex-tax, payable at the latest on October, 31st 2014.

ARTICLE 4 – Guarantees

In case the Trademark is declared null and void, the Assignee shall have no right to any compensation nor reimbursement of any kind whatsoever from the Assignor.

The Assignor only offers guarantee of the material existence of the Trademark. No other guarantee other than stated at article 2.2. and this article 4 is given.

ARTICLE 5 – Assignment consequences

5.1. This Assignment shall be effective at the signature date (“Effective Date”). From this date, the Assignee is subrogated to the Assignor’s rights on the Trademark, and consequently is

deemed to be the Registered Trademark Owner. Therefore, it shall have all property rights related to the Trademark.

As of the Effective Date, the Assignee will have the right to take any action for any previous or future Trademark infringement.

5.2 As of the Effective Date, the Assignee shall be responsible for paying the taxes related to Trademark renewal and maintenance.

However, the present Agreement will be enforceable against a third party only once the assignment has been registered by the Assignee in the United States Patent and Trademark Office, or any registration formalities required in the United States of America.

ARTICLE 6 – Termination of Prior License Agreements

This Agreement shall supersede all prior license agreements between the Parties with regard to the Trademarks. The Parties therefore mutually agree that all such prior license agreements are terminated as soon as this Agreement becomes effective.

ARTICLE 7 - Applicable Law

The validity, interpretation, implementation, performance or any dispute arising out in connection therefrom, of this Agreement shall be governed by the Laws of the State of Indiana.

ARTICLE 8 – Choice of jurisdiction

Each Party has to submit any dispute arising from the validity, the interpretation or the performance to the competent Courts of the State of Indiana.

ARTICLE 9 – Formalities

A Party having an original copy of this agreement in its possession shall have the right to accomplish any formalities as required.

The Assignee shall bear the registration fees relative to registration of this Agreement at the required United States Patent and Trademark Office.

ARTICLE 10 –Copies

This Agreement is executed in three copies, of which one is for the United States Patent and Trademark Office.

Date: July, 1st 2014

The Assignee

The Assignor

Name: Craig NEWMAN

Title: President & C.E.O.

Signature



Name: Emmanuel ROUGIER

Title: President & C.E.O.

Signature



APPENDIX

Certificates

Int. Cl.: 31

Prior U.S. Cl.: 1

United States Patent and Trademark Office

Reg. No. 1,171,521

Registered Sep. 29, 1981

TRADEMARK
Principal Register

AGRIGOLD

Akin Seed Company (Illinois corporation)
St. Francisville, Ill. 62460

For: AGRICULTURAL SEEDS, in CLASS 31
(U.S. Cl. 1).

First use Feb. 1979; in commerce Feb. 1979.

Ser. No. 236,185, filed Oct. 22, 1979.

R. ROSS, Primary Examiner

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**NOTICE OF ACCEPTANCE OF §8
DECLARATION AND §9 RENEWAL
MAILING DATE: Oct 24, 2011**

The declaration and renewal application filed in connection with the registration identified below meets the requirements of Sections 8 and 9 of the Trademark Act, 15 U.S.C. §§1058 and 1059. The declaration is accepted and renewal is granted. The registration remains in force.

For further information about this notice, visit our website at: <http://www.uspto.gov>. To review information regarding the referenced registration, go to <http://tarr.uspto.gov>.

REG NUMBER: 1171521
MARK: AGRIGOLD
OWNER: VILMORIN USA CORPORATION

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UNITED STATES PATENT AND TRADEMARK OFFICE
COMMISSIONER FOR TRADEMARKS
P.O. BOX 1451
ALEXANDRIA, VA 22313-1451

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MAIL
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