

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321054

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GLH Seeds, Inc.		07/01/2014	CORPORATION: MICHIGAN
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:	1835607	GREAT LAKES	
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: 7			
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TRADEMARK

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TRADEMARKS ASSIGNMENT AGREEMENT

THIS TRADEMARKS ASSIGNMENT AGREEMENT IS MADE BY AND BETWEEN:

GLH SEEDS, Inc., a company duly incorporated under the laws of the State of Michigan, recorded under Tax Identification Number 38-1815834 and having its principal place of business 1788 Marshall Road, Shakopee, Minnesota, 55379, 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 following trademarks:

- 1) GREAT LAKES number 1827639 registered in the United States of America, hereinafter referred to as the "Trademark 1";



- 2) **GREAT LAKES** number 1835607 registered in the United States of America, herein referred to as the "Trademark 2".

Trademark 1 and Trademark 2 are hereinafter collectively referred to as the "Trademarks".

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

- GREAT LAKES No. 1827639, active trademark protected in class 31 since March 22, 1994, last renewal March 19th 2014;
- GREAT LAKES No. 1835607, active trademark protected in class 31 since May 10, 1994, last renewal December 9th 2013

Copies of the corresponding certificates are 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 Trademarks, 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 Trademarks, which are 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 Trademarks.

2.2 The Assignor guarantees that:

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

The Assignor undertakes to send as soon as possible to the Assignee any documents in relation to the Trademarks 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 one of the trademarks or the Trademarks are 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 Trademarks. 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 Trademarks, and consequently is deemed to be the Registered Trademark Owner. Therefore, it shall have all property rights related to the Trademarks.

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 Delaware.

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.

Modifications or amendments of this Agreement are only effective if made in writing. This is valid also for an amendment of this clause.

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

Name: John Enright

Title: President & C.E.O.

Title: President

Signature



Signature



APPENDIX

Certificates

