

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

07/23/2015
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ETAS ID: TM349010

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Golden Acres Genetics Ltd.		07/01/2015	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	AgReliant Genetics, LLC
Street Address:	1122 E. 169th Street
City:	Westfield
State/Country:	INDIANA
Postal Code:	46074
Entity Type:	LIMITED LIABILITY COMPANY: <u>DELAWARE</u>

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	78711624	GOLDEN ACRES GENETICS
Registration Number:	3186231	GOLDEN ACRES GENETICS

CORRESPONDENCE DATA

Fax Number: 3178969209
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: 3178965551
Email: edith.hicks@agreliantgenetics.com
Correspondent Name: AgReliant Genetics, LLC
Address Line 1: 1122 E. 169th Street
Address Line 4: Westfield, INDIANA 46074

NAME OF SUBMITTER:	Edith Hicks
SIGNATURE:	/Edith Hicks/
DATE SIGNED:	07/23/2015

Total Attachments: 4

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OP: \$65.00 78711624

ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY ASSETS

THIS ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY ASSETS (this "Assignment") is executed and is effective as of July 1, 2015, by and among Golden Acres Genetics, Ltd., a Texas limited partnership ("Golden"), GASEED, Inc., a Texas corporation ("GASEED" and, together with Golden, "Assignors"), and AgReliant Genetics, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms not otherwise defined herein shall have the same meaning as specified in the Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement dated June 26, 2015 by and among Assignors, Assignee, Louie R. Buice, Justin T. Buice, and Ty C. Buice (the "Purchase Agreement"), which contemplates the execution and delivery of this Assignment; and

WHEREAS, Assignors are the exclusive owners of the Intellectual Property Assets set forth on Part 2.21(a) of the Disclosure Letter to the Purchase Agreement, including all of the goodwill associated therewith (the "Owned Intellectual Property"); and

WHEREAS, the Owned Intellectual Property includes Assignors' rights in the Internet domain names www.goldenacres.com and www.gaseed.com (collectively, the "Domain Names") and Golden is the registrant of record for the Domain Names with Tucows Domains Inc. ("Registrar"); and

WHEREAS, the Owned Intellectual Property includes Assignors' rights in the names "Golden Acres" and "GA Seed", including all of the goodwill associated therewith (the "Corporate Names").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein set forth, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, it is agreed:

Section 1. Assignment. Effective as of the Effective Time, Assignors hereby assign, transfer, and deliver to Assignee all of Assignors' right, title, and interest in, to, and under the Owned Intellectual Property, including the Domain Names and the Corporate Names, pursuant to the terms of the Purchase Agreement. Such assignment shall include all rights as described in the Purchase Agreement.

Section 2. Acceptance. Effective as of the Effective Time, Assignee hereby accepts the foregoing Assignment, pursuant to the terms of the Purchase Agreement.

Section 3. Registrar. Assignors hereby irrevocably consent and authorize Registrar to transfer the Domain Names to Assignee in accordance with its regular transfer procedures. Assignors and Assignee will cooperate in facilitating such transfer and will follow the rules designated by Registrar to effect such transfer.

Section 4. Further Documentation. Assignors and Assignee hereby agree that each shall, from time to time, at the reasonable request of the other party, execute, acknowledge, and deliver to the other party any and all further instruments, documents, endorsements, assignments, information, materials, and other papers as may be reasonably necessary to deliver, transfer, assign and assume the Owned Intellectual Property and to give full force and effect to the full intent and purposes of this Assignment.

Section 5. Entire Agreement. This Assignment, together with the Purchase Agreement and the other documents referenced therein, constitute the entire agreement between the parties with respect to the Intellectual Property.

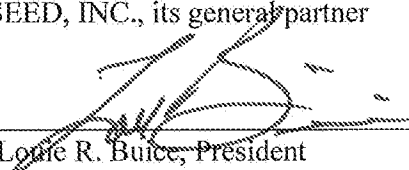
Section 6. Effectiveness. This instrument shall be effective as of the Effective Time and will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 7. Method of Execution. This Assignment may be executed in any number of counterparts, all of which shall constitute one and the same instrument.

* * *

IN WITNESS WHEREOF, Assignors and Assignee, by their respective duly authorized officers or representatives, have executed this Assignment and Assumption of Intellectual Property Assets as of the date first stated above.

GOLDEN ACRES GENETICS, LTD.,
by GASEED, INC., its general partner

By: 
Lottie R. Buice, President

GASEED, INC.

By: 
Lottie R. Buice, President

AGRELIANT GENETICS, LLC

By: _____
K. Craig Newman, President/CEO

IN WITNESS WHEREOF, Assignors and Assignee, by their respective duly authorized officers or representatives, have executed this Assignment and Assumption of Intellectual Property Assets as of the date first stated above.

GOLDEN ACRES GENETICS, LTD.,
by GASEED, INC., its general partner

By: _____
Louie R. Buice, President

GASEED, INC.

By: _____
Louie R. Buice, President

AGRELIANT GENETICS, LLC

By: *K. Craig Newman*
K. Craig Newman, President/CEO