

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349732

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|---|--|-----------------------|----------------------------|
| 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. | FORMERLY Golden Acres Genetics, LLC | 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: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 72358522 | GOLDEN ACRES | |
| Registration Number: | 0922623 | GOLDEN ACRES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3178969209 | | |
| <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: | 3178965551 | | |
| Email: | edith.hicks@agreliantgenetics.com | | |
| Correspondent Name: | Edith Hicks | | |
| Address Line 1: | 1122 E. 169th Street | | |
| Address Line 4: | Westfield, INDIANA 46074 | | |
| NAME OF SUBMITTER: | Edith Hiks | | |
| SIGNATURE: | /Edith Hicks/; | | |
| DATE SIGNED: | 07/30/2015 | | |
| Total Attachments: 10 | | | |
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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.

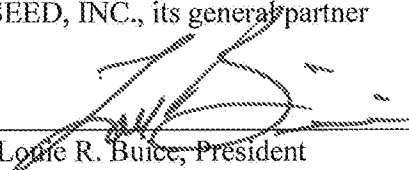
Section 6. Effectiveness. This instrument shall be effective as of the Effective Time and will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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: 

Louie R. Buice, President

GASEED, INC.

By: 

Louie 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

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ARTICLES OF CONVERSION

Corporations Section

OF

GOLDEN ACRES GENETICS, L.L.C.

Pursuant to the provisions of Article 10 08 of the Texas Limited Liability Company Act, GOLDEN ACRES GENETICS, L.L.C., a Texas limited liability company ("*Converting Entity*"), certifies and adopts the following Articles of Conversion so as to convert into GOLDEN ACRES GENETICS, LTD , a Texas limited partnership ("*Converted Entity*")

1. The name of the Converted Entity will be GOLDEN ACRES GENETICS, LTD. The Converted Entity will be a limited partnership formed under the laws of the State of Texas.

2. A Plan of Conversion has been adopted by Converting Entity and approved by its members in the manner prescribed by its constituent documents and the Texas Limited Liability Company Act

3. An executed Plan of Conversion is on file at the principal place of business of the Converting Entity at 1133 Box Ranch Road, Moody, Texas 76557. An executed Plan of Conversion will be on file, from and after the conversion, at the principal place of business of the Converted Entity at 1133 Box Ranch Road, Moody, Texas 76557.

4. A copy of the Plan of Conversion will be furnished prior to the conversion by the Converting Entity and after the conversion by the Converted Entity, on written request and without cost, to any member of the Converting Entity or any partner of the Converted Entity

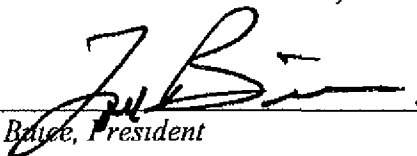
5. Members owning 100% of the ownership of the Converting Entity were entitled to vote on the Plan of Conversion. 100% of the voting members voted in favor of the conversion 0% of the voting members were opposed to the conversion.

6. The Converted Entity will assume and be liable for the payment of all fees and franchise taxes of the Converting Entity

IN WITNESS WHEREOF, these Articles of Conversion have been duly executed this 2nd day of March, 2001

GOLDEN ACRES GENETICS, L.L.C.

By



Lou Bates, President

PLAN OF CONVERSION

OF

GOLDEN ACRES GENETICS, L.L.C.

THIS PLAN OF CONVERSION ("*Plan*") is entered into this 24 day of March, 2001, by GOLDEN ACRES GENETICS, L.L.C., a Texas Limited Liability Company ("*Converting Entity*"), with the approval of its members, so as to convert into GOLDEN ACRES GENETICS, LTD., a Texas limited partnership ("*Converted Entity*"), under the provisions of Article 10 08 of the Texas Limited Liability Company Act on the following terms and conditions:

1. **Parties.**

- a. The name of the Converting Entity is GOLDEN ACRES GENETICS, L.L.C.
- b. The name of the Converted Entity is GOLDEN ACRES GENETICS, LTD

2. **Continuity.** The Converting Entity is continuing its existence in the organizational form of the Converted Entity

3. **Type of Converted Entity.** The Converted Entity will be a limited partnership formed under the laws of the State of Texas. The Converted Entity will be formed as part of and pursuant to this Plan. A copy of the Converted Entity's Certificate of Limited Partnership is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes as if copied verbatim

4. **Adoption of Plan.**

a. On the Effective Date (as defined below), The Converting Entity will be converted into the Converted Entity, to do business and be governed by the laws of the State of Texas.

b. On the Effective Date, the members of the Converting Entity will surrender all of their ownership interests in the manner set forth in this Plan. In exchange for the ownership interests of the Converting Entity surrendered by its members, the Converted Entity will issue and transfer to such members, on the basis set forth in this Plan, partnership interests or other evidences of ownership of the Converted Entity. At the time the conversion becomes effective, the members of the Converting Entity will own equity or other ownership interests in and be partners of the Converted Entity.

c. No member of the Converting Entity will, as a result of this conversion, become personally liable, without such member's consent, for the liabilities or obligations of the Converted Entity.

5. **Effective Date** The effective date of the conversion ("*Effective Date*") will be the date the Secretary of State for the State of Texas issues the Certificate of Conversion.

6. **Approval of Members** This Plan has been approved by the members of the Converting Entity in the manner provided by the laws of the State of Texas.

7. **Basis of Converting Members' Interests into Partnership Interest.** The members of the Converting Entity shall receive the following partnership interests in the Converted Entity in exchange for their members' interests in the Converting Entity:

| | |
|------------------|-------------------------------------|
| GASEED, Inc. | 1.00% General Partnership interest |
| Lou Buice | 80.19% Limited Partnership interest |
| Justin T. Buice | 8.91% Limited Partnership interest |
| Ty C. Buice | 8.91% Limited Partnership interest |
| Bernard Selensky | 0.99% Limited Partnership interest |

The members of the Converting Entity will surrender their ownership interests in the Converting Entity to the Secretary of the Converting Entity promptly after the Effective Date, in exchange for their respective partnership interests in the Converted Entity.

8. **Partners.** On the Effective Date, the partners of the Converted Entity will be:

| | |
|------------------|-----------------|
| GASEED, Inc | General Partner |
| Lou Buice | Limited Partner |
| Justin T. Buice | Limited Partner |
| Ty C. Buice | Limited Partner |
| Bernard Selensky | Limited Partner |

9. **Further Assurances.** Each party to this Plan agrees to perform all further acts and execute and deliver all further documents which may be reasonably necessary to carry out the provisions of this Plan.

10. **Governing Law.** This Plan has been executed in and will be governed by the laws of the State of Texas.

11. **Amendment.** This Plan may only be amended by the written consent of all the parties to the Plan at the time of such amendment.

PLAN OF CONVERSION


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12. Entire Agreement This Plan contains the entire understanding between the parties concerning the subject matter contained herein


IN WITNESS WHEREOF, the parties hereto have entered into this Plan of Conversion on this the ____ day of March, 2001

GOLDEN ACRES GENETICS, L.L.C.

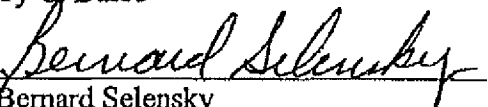
By 
Lou Buice, President

APPROVAL BY MEMBERS:


Lou Buice


Justin T. Buice


Ty C. Buice


Bernard Selensky

GASEED, Inc.

By 
Lou Buice, President

2001 MAR 2 10 40 AM

CERTIFICATE OF LIMITED PARTNERSHIP

OF

GOLDEN ACRES GENETICS, LTD.

This Certificate of Limited Partnership has been duly executed pursuant to the Plan of Conversion of Golden Acres Genetics, L L C , dated the 26th day of March, 2001, and the Texas Revised Limited Partnership Act (the "Act")

1. **Name** The name of the limited partnership is GOLDEN ACRES GENETICS, LTD
2. **Registered Office** The address of the registered office required to be maintained by Section 1.06 of the Act is:

1133 Box Ranch Road
Moody, Texas 76557

3. **Registered Agent** The name and address of the registered agent for service of process required to be maintained by Section 1.06 of the Act are

Lou Buice
1133 Box Ranch Road
Moody, Texas 76557

4. **Principal Office**. The address of the principal office in the United States where records are to be kept or made available under Section 1.07 of the Act is

1133 Box Ranch Road
Moody, Texas 76557

5. **General Partner**. The name, the mailing address, and the street address of the business or residence of the general partner is

GASEED, Inc
1133 Box Ranch Road
Moody, Texas 76557

6. **Conversion**. This limited partnership is being formed pursuant to the Plan of Conversion and Articles of Conversion for Golden Acres Genetics, L L C., 1133 Box Ranch Road, Moody, Texas 76557, a Texas Limited Liability Company formed on April 29, 1999

CERTIFICATE OF LIMITED PARTNERSHIP

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IN WITNESS WHEREOF, this Certificate of Limited Partnership has been duly executed as of the date first above written.

GASEED, Inc

By.



Lou Bruce, President

RECORDED & INDEXED