

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM385923

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
United Phosphorus Ltd.		05/05/2014	Limited Corporation: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VJS Investments Limited		
<b>Street Address:</b>	104 Plot No. 358-615, Al Quoz 3		
<b>Internal Address:</b>	P.O. Box 17870		
<b>City:</b>	Dubai		
<b>State/Country:</b>	UNITED ARAB EMIRATES		
<b>Entity Type:</b>	Limited Company: UNITED ARAB EMIRATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3140352	ZEBA	
<b>Registration Number:</b>	3764159	REON	
<b>Registration Number:</b>	3245528	QUENCH	
<b>Registration Number:</b>	3140319	ZEBA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2159814750		
<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>			
<b>Phone:</b>	215.981.4194		
<b>Email:</b>	maddoxd@pepperlaw.com		
<b>Correspondent Name:</b>	Paul J. Kennedy, Esquire		
<b>Address Line 1:</b>	18th and Arch Streets		
<b>Address Line 2:</b>	Two Logan Square		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	Paul J. Kennedy		
<b>SIGNATURE:</b>	/Paul J. Kennedy/		
<b>DATE SIGNED:</b>	05/27/2016		
<b>Total Attachments: 4</b>			
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## INTELLECTUAL PROPERTY PURCHASE AGREEMENT

This INTELLECTUAL PROPERTY PURCHASE AGREEMENT (this "Agreement") is made and entered into as of 5<sup>th</sup> May, 2014 (the "Effective Date"), by and between UNITED PHOSPHORUS LTD. of The Centre, Birchwood Park, Warrington WA3 6YN ("Seller") and VJS INVESTMENTS LIMITED having its Registered Office at 104 Plot No. 358-615, Al Quoz 3, P.O. Box 17870, Dubai UAE ("Purchaser"). Seller and Purchaser are sometimes herein referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, Seller is the owner of the Intellectual Property (as defined below);

WHEREAS, Purchaser desires to purchase and acquire from Seller the Intellectual Property, and Seller desires to sell, transfer and assign to Purchaser all such intellectual property, in each case on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the Parties hereby agree as follows:

### 1. DEFINITIONS

- 1.1. For purposes of this Agreement, the following terms shall have the meanings specified or referred to in this Section 1. Unless the context otherwise requires, such terms shall be equally applicable to both the singular and plural forms.
- 1.2. "Intellectual Property" means all intellectual property rights owned or used by Seller in respect of the following: (a) patent listed in Exhibit A hereto (collectively, the "Patent"); (b) all trademarks listed in Exhibit A hereto (collectively, "Marks"), and (c) all Intellectual Property Documents.
- 1.3. "Intellectual Property Documents" means all documents and things, in any written or electronically recorded form, to the extent in the possession, custody, or control of Seller and can be located, reasonably related to the Intellectual Property or reasonably necessary and required to enable Purchaser to prosecute the application for any Intellectual Property. Such documents and things shall include, without limitation, information relating to the conception and/or reduction to practice of any Intellectual Property, laboratory notebooks, patent prosecution (docket) files, inventor assignments, and invention disclosures.
- 1.4. "Liens" means any consensual or non-consensual lien, encumbrance, pledge, mortgage, deed of trust, security interest, lease, charge, option, right of first refusal, easement, servitude, proxy, voting trust or agreement, transfer restriction under any shareholder or similar agreement, or other interest.
- 1.5. "Person" means any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, association, estate, governmental body or other entity.
- 1.6. "Purchased Assets" means all right, title and interest of Seller in the Intellectual Property

EXHIBIT C

TRADEMARK ASSIGNMENT

WHEREAS, United Phosphorus Ltd. ("Seller"), is the sole and exclusive owner of certain trademarks and/or trademark applications listed in Schedule A annexed hereto (collectively referred to as the "Trademarks"); and

WHEREAS VJS INVESTMENTS LIMITED ("Purchaser") is desirous of acquiring the entire right, title and interest in, to and under the said Trademarks.

Now, Therefore,

For good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, transfer and set over to Purchaser, Seller's entire worldwide rights, title, and interest in and to the Trademarks, and any and all worldwide trademarks, service marks, trade names, service names, brand names, certification marks, trade dress rights, logos, slogans, design rights, design patents, Internet domain names and corporate names and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, together with any translations, adaptations, derivations and combinations thereof, and all applications, registrations and renewals thereof, the same to be held and enjoyed by Purchaser for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said Trademarks are or may be applied, registered or renewed as fully and entirely as the same would have been held and enjoyed by Seller, if this assignment and sale had not been made; together with all Claims for damages by reason of past, current, and future infringement under said Trademarks, with the right to sue for, and collect the same for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives.

And, Seller, hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all Trademarks to Purchaser as assignee of the entire interest.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the Effective Date set forth above.

UNITED PHOSPHORUS LTD

By: 

Name: J. E. DADRAWALIA

Title: COMPANY SECRETARY.

VJS INVESTMENTS LIMITED

By: 

Name: Captain Ajit Sakarya

**SCHEDULE A  
TRADEMARKS**

No.	Status	Trademark	Country	Reg. No. / App. No.	Reg. Date / App. Date	Renewal Date	Description
68	Registered	ZEBA	US	3,140,319	9/5/2006	9/5/2016	Seed coatings, soil amendments, rooting gels, and root coatings
69	Registered	ZEBA & DESIGN	US	3,140,332	9/5/2006	9/15/2006	Seed coatings, soil amendments, rooting gels, and root coatings
70	Registered	QUENCH	US	3,245,528	5/22/2007	5/22/2017	Seed coatings, root coatings and rooting gels for the retention of moisture, soil amendments
71	Registered	REON	US	3,764,199	3/23/2010	3/23/2020	Superabsorbent polymer additives in the form of liquids, powders, and granules
72	Registered	ZEBA	Argentina	2,246,602	9/4/2008	9/4/2018	Seed coatings, soil amendments, rooting gels, and root coatings
73	Registered	ZEBA	Australia	1057918	1/17/2005	1/17/2015	Seed coatings, soil amendments, rooting gels, and root coatings
74	Registered	ZEBA	Brazil	828776199	8/4/2009	8/4/2019	Seed coatings, soil amendments, rooting gels, and root coatings
75	Registered	ZEBA & DESIGN	Brazil	828776202	8/4/2009	8/4/2019	Seed coatings, soil amendments, rooting gels, and root coatings
76	Registered	ZEBA	Canada	TMA685,841	4/12/2007	4/12/2022	Seed coatings, soil amendments, rooting gels, and root coatings
77	Registered	ZEBA & DESIGN	Canada	TMA685,840	4/12/2007	4/12/2022	Seed coatings, soil amendments, rooting gels, and root coatings
78	Registered	ATI AQUAZORB	China	3924692	7/28/2006	7/28/2016	Soil conditioning chemicals
79	Registered	ZEBA	China	4322184	5/28/2008	5/28/2018	Seed coatings, soil amendments, rooting gels, and root coatings
80	Pending	"GREEN" (TRANSLATION)	China	4598938	4/12/2007		Coatings used to hold moisture in contact with seeds, soil amendments, gels and coatings used to hold moisture in contact with roots
81	Registered	ZEBA	European Union	4240156	1/11/2006	1/14/2015	Seed coatings, soil amendments, rooting gels, and root coatings
82	Registered	ZEBA	Japan	5017435	1/12/2007	1/12/2017	Soil conditioners, and other plant growth regulating preparations, fertilizers

No.	Status	Trademark	Country	Reg. No. / App. No.	Reg. Date / App. Date	Renewal Date	Description
83.	Registered	ZEBA & DESIGN	Japan	5017436	1/12/2007	1-12/2017	Soil conditioners, and other plant growth regulating preparations, fertilizers
84.	Registered	"SIMILAR TO ZEBA" (TRANSLATION)	Korea	40-0664869	6/2/2006	6/2/2016	Soil coatings, root gels and coatings, soil amendments
85.	Registered	ZEBA	Korea	40-0698498	2/14/2007	2/14/2017	Seed coatings, root gels and coatings, soil amendments
86.	Registered	ZEBA	Mexico	916626	1/25/2006	1/14/2015	Seed coatings, soil amendments, root gels, and coatings
87.	Registered	ZEBA	New Zealand	731626	1/5/2006	12/22/2014	Seed coatings, soil amendments, root gels, and coatings
88.	Registered	ZEBA	New Zealand	731655	1/5/2006	1/14/2015	Seed coatings, soil amendments, root gels, and coatings
89.	Registered	ZEBA & DESIGN	New Zealand	731657	1/5/2006	1/14/2015	Seed coatings, soil amendments, root gels, and coatings
90.	Pending	ZEBA	Russian Federation	2008731310	9/30/2008		Seed coatings, soil amendments, rooting gels, and root coatings
91.	Registered	ZEBA	South Africa	2005/24803	4/21/2009	11/18/2015	Chemicals used in agriculture, horticulture, and forestry; seed coatings; soil amendments; root gels and coatings
92.	Pending	ZEBA & DESIGN	South Africa	2005/24804	11/18/2005		Chemicals used in agriculture, horticulture, and forestry; seed coatings; soil amendments; root gels and coatings
93.	Pending	ZEBA	Ukraine	M200817883	9/30/2008		Seed coatings, soil amendments, rooting gels, and root coatings
94.	Registered	ZEBA	Uruguay	384 094	8/9/2008	8/5/2018	Seed coatings, soil amendments, rooting gels, and root coatings