

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395697

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evans Enterprises, LLC		08/16/2016	Limited Liability Company: KANSAS
RECEIVING PARTY DATA			
Name:	AgroTech USA LLC		
Street Address:	25055 W. Valley Parkway		
City:	Olathe		
State/Country:	KANSAS		
Postal Code:	66061		
Entity Type:	Limited Liability Company: KANSAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86839430	NUTRICHARGE	
CORRESPONDENCE DATA			
Fax Number:	9134510875		
<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:	913-451-5100		
Email:	ipdocketing@lathropgage.com		
Correspondent Name:	Amy Brozenic		
Address Line 1:	10851 Mastin Blvd.		
Address Line 2:	Building 82, Suite 1000		
Address Line 4:	Overland Park, KANSAS 66210-1169		
ATTORNEY DOCKET NUMBER:	576627		
NAME OF SUBMITTER:	Anna M. Quinn		
SIGNATURE:	/Anna M. Quinn/		
DATE SIGNED:	08/19/2016		
Total Attachments: 2			
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CH \$40.00 86839430

ASSIGNMENT OF TRADE MARK

This Agreement made and entered into as of the date noted below, by and between Evans Enterprises, LLC, a limited liability company organized in the State of Kansas, herein after called "Assignor" having a principal place of business at 25055 W. Valley Parkway, Olathe, Kansas 66061, and AgroTech USA LLC, a limited liability company organized in the State of Kansas, hereinafter called "Assignee" having a principal place of business at 25055 W. Valley Parkway, Olathe, Kansas 66061, together referred to as "the Parties."

WHEREAS, Assignor owns and has adopted the following trademark:

NUTRICHARGE for use with "fertilizers for agricultural use," hereinafter called "the Mark;"

and,

WHEREAS, Assignee is the successor to the portion of the business to which the mark pertains;

and,

WHEREAS, Assignor desires to sell and Assignee desires to acquire all rights, title and interests in and to the Mark, including:

- the trademark application for the Mark which is currently being prosecuted by the United States Patent and Trademark Office as U.S. Trademark SN 86839430, "NUTRICHARGE"; and
- the International Registration for the Mark, RN 1282541, "NUTRICHARGE", and all associated country designations, including Australia.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee and its legal representatives, successors and assigns, all rights, title, and interest in and to the Mark together with the goodwill of the business symbolized by the Mark, the above referenced Trademark Application, and any other applications or registrations for the Mark, and any renewals thereof, and all common law rights associated with the Mark; the right to sue or otherwise recover for any and all past, present and future infringement or dilution of the Mark; all income, royalties, damages, and other payments now and hereafter due and payable with respect to the Mark; and all other rights, whether statutory or common law, corresponding thereto and all other rights of any kind whatsoever accruing thereunder.

Assignor further agrees to execute all documents, papers, forms, and authorizations and to take any and all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title and interest in and to the Mark.

Assignor hereby requests the United States Commissioner of Trademarks and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the sole owner of the Mark.

By his signature below, the undersigned declares that he is authorized to make this Assignment on behalf of Assignor and that to the best of his knowledge and belief, the facts set forth in this Assignment are true.

EVANS ENTERPRISES, LLC

Date Signed: Aug 16, 2011

By: Bryan D. Evans
Bryan D. Evans, President

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

On this 16th day of August, 2016 before me Matthew Dobbins, a Notary Public in and for the state of Kansas, personally appeared Bryan D. Evans, President of Evans Enterprises, LLC, known to me to be the person who executed the foregoing Assignment of Trademark in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

Matthew Dobbins
Signature of Notary

My Appointment expires:

