

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437310

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
X-SEED, INC.		03/10/2017	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	X-SEED, LLC		
Street Address:	12885A Prosperity Avenue		
City:	Becker		
State/Country:	MINNESOTA		
Postal Code:	55308		
Entity Type:	Limited Liability Company: MINNESOTA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4944980	MOISTURE BOOST PLUS	
Registration Number:	4565111	MICRO BOOST	
Registration Number:	4367655	X-PAND	
Registration Number:	3339424	X-SEED	
Registration Number:	3195536	QUICK & THICK	
Registration Number:	3144090	TRAIL MIX	
CORRESPONDENCE DATA			
Fax Number:	2062237749		
<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:	2062237267		
Email:	trademarks@lanepowell.com		
Correspondent Name:	Kristi D. Hoofman/Paige Davis		
Address Line 1:	601 S.W. Second Avenue, Suite 2100		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	708399.0013		
NAME OF SUBMITTER:	Kristi Dale Hoofman		
SIGNATURE:	/Kristi Dale Hoofman/		
DATE SIGNED:	07/31/2017		

OP \$165.00 4944980

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

THIS AGREEMENT (the “**Agreement**”) made as of March 10, 2017 (the “**Effective Date**”),

BETWEEN:

X-SEED, INC., 14585 31st Street, Clear Lake, MN 55319

(hereinafter the “**Assignor**”)

AND:

X-SEED, LLC, 12885A Prosperity Avenue, Becker, MN 55308

(hereinafter the “**Assignee**”)

(the Assignor and the Assignee are hereinafter sometimes collectively referred to as the “**Parties**” and individually as a “**Party**”)

WHEREAS the Assignor is the owner of the United States registered trademarks referred to in the attached Schedule “A” to this Agreement (collectively, the “**Trademarks**”).

AND WHEREAS the Assignor wishes to assign, sell and transfer unto the Assignee all of the Assignor’s rights, title and interest in and to the Trademarks.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1 ASSIGNMENT

- 1.1 For \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged by the Assignor, the Assignor hereby assigns, sells and transfers to the Assignee, for the Assignee’s benefit and the benefit of its successors and assigns, all of the Assignor’s worldwide rights, title and interest in and to the Trademarks, including, without limitation, all common law rights and the goodwill associated with the Trademarks in the United States and the right to file further applications for the Trademarks and to receive registrations therefor. The Assignor agrees not to oppose any application by the Assignee for the Trademarks.

2 COMMITMENTS

- 2.1 Each Party will execute and deliver such further agreements and other documents and do such further acts and things as the other Party reasonably requests to evidence, carry out or give full effect to the intent of this Agreement and to establish that the Assignor does not have any other right, title or interest in and to the Trademarks or any applications or registrations in respect thereof.

DATED AND EFFECTIVE as of the first date noted above.

X-SEED, INC.

Per: Charles R Fagin

Charles R. Fagin

Signature

X-SEED, LLC

Per: Charles R Fagin

Charles R. Fagin

Signature

SCHEDULE "A"

Trademark	Registration No./Common law use
MOISTURE BOOST PLUS	4,944,980
MICRO BOOST	4,565,111
X-PAND (with design)	4,367,655
X-SEED (with design)	3,339,424
QUICK & THICK	3,195,536
TRAIL MIX	3,144,090
MIDWEST BEST	Common law
PASTURE LAND	Common law
HARDY LAWN	Common law
COMPLETE LAWN FIX	Common law
ULTRA WILDFLOWERS & COMPLETE FLOWER KIT	Common law