

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525023

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Willowood USA, LLC		04/24/2019	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	Generic Crop Science LLC		
Street Address:	1887 Whitney Mesa Drive #9740		
City:	Henderson		
State/Country:	NEVADA		
Postal Code:	89014-2069		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	87777026	CHILL	
Serial Number:	87776817	CHILLOUT	
Serial Number:	87451600	RIGHTLINE	
Serial Number:	88057548	RIGHTLINE PLANT DERIVED NUTRIENTS	
Serial Number:	87778071	NEMAMECTIN	
Serial Number:	87457149	WILLOWOOD SULFENTRAZONE MTZ	
Serial Number:	85823987	WILLOWOOD USA	
Serial Number:	88057622	RIGHTLINE PD	
CORRESPONDENCE DATA			
Fax Number:	5035955301		
<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:	5035955300		
Email:	ptotmdocket@klarquist.com		
Correspondent Name:	Sheree L. Rybak		
Address Line 1:	121 SW Salmon Street,		
Address Line 2:	One World Trade Center, Suite 1600		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	10057-102580-01		

CH \$215.00 87777026

NAME OF SUBMITTER:	Sheree L. Rybak
SIGNATURE:	/Sheree L. Rybak/
DATE SIGNED:	05/24/2019
Total Attachments: 4 source=WILLOWOOD Trademark Assignment#page1.tif source=WILLOWOOD Trademark Assignment#page2.tif source=WILLOWOOD Trademark Assignment#page3.tif source=WILLOWOOD Trademark Assignment#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this “Assignment”) is effective as of April 24, 2019, by and between Willowood USA, LLC, an Oregon limited liability company (“Assignor”), and Generic Crop Science LLC, a Delaware limited liability company (“Assignee”). Assignor and Assignee are sometimes individually referred to herein as a “Party” and collectively as the “Parties.”

A. Assignor and Assignee are parties to an Asset Purchase Agreement, dated as of April 19, 2019 (the “Purchase Agreement”), pursuant to which, among other things, Assignor has agreed to transfer to Assignee, and Assignee has agreed to receive from Assignor, the Marks (as defined below). The execution and delivery of this Assignment is a condition to the closing of the transactions contemplated by the Purchase Agreement. In the event of a conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor does hereby assign to Assignee all of Assignor’s right, title and interest in and to the trademarks, trademark registrations, trademark applications and/or intent to use trademark applications set forth on Schedule 1 hereto (the “Marks”), together with that portion of Assignor’s business in connection with which it uses, or has an intent to use, the Marks and the goodwill of the business symbolized by the Marks.

2. Assignor acknowledges that, subsequent to the date hereof, Assignor shall not claim to possess any right, title or interest in and to such Marks and shall take no actions jeopardizing the existence or enforceability of the Marks or Assignee’s rights therein. Assignor will not adopt or use or register or seek to register any name or mark anywhere in the world which is identical in word or design to the Marks or so similar thereto as to constitute a colorable imitation thereof or to suggest some association between Assignor and Assignee or sponsorship and/or endorsement of Assignor by Assignee.

3. Assignor agrees to assist Assignee to evidence in every legal way, record and perfect this Assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Assignee is unable for any reason whatsoever to secure Assignor’s signature to any document it is entitled to under this Agreement, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on its behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

4. Assignor represents and warrants to Assignee that: (a) Assignor was the sole owner of all rights, title and interest in the Marks, (b) Assignor has not assigned, transferred, licensed, pledged or otherwise encumbered the Marks or agreed to do so, (c) Assignor has full power and authority to enter into this Assignment and to make the assignment set forth herein, (d) no claim or demand of any person has been made nor is there any proceeding that is pending, or to the knowledge of Assignor after due inquiry, threatened, nor is there a reasonable basis therefor, which (i) challenges the rights of Assignor with respect to the Marks, (ii) asserts that Assignor is infringing or is otherwise in conflict with, or is, required to pay any royalty, license fee, charge or other amount with regard to the Marks, or (iii) claims that any default exists under any agreement or arrangement, and (e) the Marks are not subject to any

outstanding order, ruling, decree, judgment or stipulation by or with any court, arbitrator, or administrative agency, or have been the subject of any litigation within the last five years, whether or not resolved in favor of Assignor.

* * * * *

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

WILLOWOOD USA, LLC

By: 
Name: Jason Urband
Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006653 FRAME: 0506

SCHEDULE 1**TRADEMARKS**

Registered Mark	Description	For
RIGHTLINE	US Serial Number: 87451600, Application Filing Date: May 16, 2017, US Registration Number: 5618337, Registration Date: Nov. 27, 2018, Mark Type: Trademark	Herbicides, insecticides, pesticides and fungicides for home, garden and lawn use and for professional use
WILLOWOOD SULFENTRAZONE MTZ	US Serial Number: 87457149, Application Filing Date: May 19, 2017, US Registration Number: 5596655. Registration Date: Oct. 30, 2018, Mark Type: Trademark	Herbicide for agricultural use
RIGHTLINE PLANT DERIVED NUTRIENTS	US Serial Number: 88057548, Application Filing Date: Jul. 30, 2018, Mark Type: Trademark	Fertilizers; Plant nutrients
RIGHTLINE PD	US Serial Number: 88057622, Application Filing Date: Jul. 30, 2018, Mark Type: Trademark	Fertilizers; Natural fertilizers
NEMAMECTIN	US Serial Number: 87778071, Application Filing Date: Jan. 31, 2018, US Registration Number: 5555310 Registration Date: Sep. 04, 2018	Herbicides, insecticides, pesticides and fungicides for home, garden and lawn use and for professional use
CHILL	US Serial Number: 87777026, Application Filing Date: Jan. 30, 2018, Mark Type: Trademark	Fungicides for turf use
CHILLOUT	US Serial Number: 87776817, Application Filing Date: Jan. 30, 2018, Mark Type: Trademark	Fungicides for turf use
WILLOWOOD USA	US Serial Number 85823987, Application Filing Date: Jan. 15, 2013, US Registration Number: 4438935 Registration Date: Nov. 26, 2013	Agricultural crop protection products, in the nature of fungicides, herbicides, insecticides, and spreaders, stickers and nitrogen management aids used therewith