

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM699119

<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>
AgriNomix LLC		12/31/2021	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Adept Ag Acquisition, LLC		
<b>Street Address:</b>	3500 S DUPONT HWY		
<b>City:</b>	Dover		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19901		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77232461	AGRINOMIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027995000		
<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>	2027994000		
<b>Email:</b>	gregory.esau@dlapiper.com		
<b>Correspondent Name:</b>	Gregory Esau		
<b>Address Line 1:</b>	500 Eighth Street, NW		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>NAME OF SUBMITTER:</b>	Gregory Esau		
<b>SIGNATURE:</b>	/Gregory Esau/		
<b>DATE SIGNED:</b>	01/03/2022		
<b>Total Attachments: 5</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into as of December 31, 2021 by and between AgriNomix LLC, an Ohio limited liability company (“Assignor”), and Adept Ag Acquisition, LLC, a Delaware limited liability company (“Assignee”) (Assignee and Assignor, collectively, the “Parties”).

WHEREAS, Assignor is the owner of the Intellectual Property applications and registrations set forth on Schedule A hereto, together with the goodwill symbolized thereby (the “Assigned IP”).

WHEREAS, pursuant to that certain Asset Contribution and Purchase Agreement, dated as of December 31, 2021 by and between Assignee, Assignor and Julia K. Lando, Trustee under Irrevocable Trust Agreement dated December 27<sup>th</sup>, 2018, with Robert N. Lando, as Grantor, or her successors in trust and Robert N. Lando, Trustee under Irrevocable Trust Agreement dated December 27<sup>th</sup>, 2018, with Julia K. Lando, as Grantor, or his successors in trust, the sole members of Assignor (the “Purchase Agreement”), Assignor agreed to assign, sell, convey, and transfer all of Assignor’s right, title, and interest in and to the Assigned IP to Assignee, and Assignee desires to receive all right, title, and interest in and to the Assigned IP.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used in this Agreement that are not defined in the body of this Agreement have the meanings given to them in the Purchase Agreement.

2. Assignment. Assignor hereby sells, conveys, transfers and assigns to Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignor’s right, title, and interest in and to the Assigned IP, including all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith. Assignor hereby authorizes the recordation of this Agreement by Assignee with the United States Patent and Trademark Office (the “USPTO”) and any other applicable Governmental Entity; provided that Assignee shall be solely responsible for such recordation and all expenses associated therewith.

3. Further Assurances. Assignor agrees to execute, upon the request and at the sole expense of Assignee, such additional documents that may be necessary to register and otherwise give full effect to the rights of Assignee under this Agreement in and to the Assigned IP, including all documents necessary to record in the name of Assignee the assignment of the Assigned IP with the USPTO or any other applicable Governmental Entity; provided that Assignee shall be solely responsible for the preparation and filing of the foregoing documents and all expenses associated therewith. For the avoidance of doubt, as of and following the Closing, Assignor will have no responsibility to take any action to maintain any of the Assigned IP or further prosecute or seek issuance of any applications included in the Assigned IP, including payment of fees, responses to any office action or other inquiries from agents of Governmental Entities or registrars, or otherwise.

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4. Disclaimer of Representations and Warranties. EXCEPT AS EXPRESSLY AND SPECIFICALLY SET FORTH IN THE PURCHASE AGREEMENT, ASSIGNEE (ON BEHALF OF ITSELF AND ITS AFFILIATES) UNDERSTANDS AND AGREES THAT ASSIGNOR IS NOT REPRESENTING OR WARRANTING IN ANY WAY IN THIS ASSIGNMENT, AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, AS TO THE ASSIGNED IP, AS TO ANY CONSENTS OR APPROVALS (INCLUDING APPROVALS FROM ANY GOVERNMENTAL ENTITIES) REQUIRED IN CONNECTION HERewith OR THEREWITH, AS TO THE VALUE OR FREEDOM FROM ANY SECURITY INTERESTS OF OR THE NON-INFRINGEMENT OR ABSENCE OF OTHER VIOLATION, DILUTION, VALIDITY OR ENFORCEABILITY OR ANY OTHER MATTER CONCERNING THE ASSIGNED IP.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and performed in that state.

6. No Conflict. Nothing in this Agreement shall alter any liability or obligation of the Parties arising under the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern.

7. No Modifications. This Agreement may not be amended or modified except by the written agreement of both of the Parties.

8. Successors and Assigns. This Agreement shall bind and shall inure to the benefit of the respective Parties and their assigns, transferees, and successors.

9. Counterparts. This Agreement may be executed and delivered (including by email or PDF transmission) by the two Parties in separate counterparts, each of which when executed shall be deemed to be an original, but both of which taken together shall constitute one and the same instrument.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

**AGRINOMIX LLC,**  
an Ohio limited liability company

By: Robert N. Lando  
Name: Robert Lando  
Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

**ADEPT AG ACQUISITION, LLC,**  
a Delaware limited liability company

By: DocuSigned by: RICHARD PAROD  
Name: Richard Parod  
Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

**TRADEMARK**  
**REEL: 007547 FRAME: 0361**

## SCHEDULE A

### Patents

<b>Patent</b>	<b>Jurisdiction</b>	<b>Reg. / App Number</b>	<b>Status</b>
Horticultural Pot and Tray Filling Apparatus	U.S.	U.S. Patent No. 9730396 EPAS ID: PAT3416123	Active
Horticultural Pot Dispensing Apparatus	U.S.	U.S. Patent Application Serial No. 63054475 Reference Number: AGNP102P	Filed on July 21, 2020

### Trademarks

<b>Owner of Record</b>	<b>Registration Number</b>	<b>Trademark</b>	<b>Type of Trademark</b>	<b>Registration date / Status</b>
AgriNomix LLC	RN: 3487347 AN: 77232461	AGRINOMIX	Class 07 and 11	August 19, 2008 LIVE

### Domains

<b>Domain Name</b>	<b>Registrar</b>	<b>Registration Expires</b>	<b>Registrant</b>
agrinomix.com	NameCheap Inc	16 October 2024	Marked as Private

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