

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM723244

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900680059

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARCADIA BIOSCIENCES, INC.		11/12/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	BIOCERES CROP SOLUTIONS CORP.
Street Address:	P.O. Box 309, Ugland House
City:	Grand Cayman
State/Country:	CAYMAN ISLANDS
Postal Code:	KY1-1104
Entity Type:	Corporation: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4318470	SONOVA
Registration Number:	4318473	SONOVA
Registration Number:	4548069	SONOVA GLA SAFFLOWER OIL
Registration Number:	4548068	SONOVA GLA SAFFLOWER OIL
Registration Number:	4249067	SONOVA
Registration Number:	4190464	SONOVA

CORRESPONDENCE DATA

Fax Number: 2014890495

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.

Phone: (201) 287-2460

Email: nancy.delpizzo@rivkin.com

Correspondent Name: Nancy A. Del Pizzo

Address Line 1: 25 Main Street - Court Plaza North

Address Line 2: Suite 501

Address Line 4: Hackensack, NEW JERSEY 07601

ATTORNEY DOCKET NUMBER: 8893-3

DOMESTIC REPRESENTATIVE

Name: Nancy A. Del Pizzo
Address Line 1: 25 Main Street - Court Plaza North
Address Line 2: Suite 501
Address Line 4: Hackensack, NEW JERSEY 07601

NAME OF SUBMITTER: Nancy A. Del Pizzo

SIGNATURE: /Nancy A. Del Pizzo/

DATE SIGNED: 04/22/2022

Total Attachments: 6
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BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT (this "**Bill of Sale and Assignment**") dated as of November 12, 2020, is by and between Arcadia Biosciences, Inc., a Delaware corporation ("**Assignor**"), and Bioceres Crop Solutions Corp., a Cayman Islands exempted company corporation ("**Assignee**").

MD
9/22/22

WHEREAS, Assignor and Assignee are parties to that certain Master Transaction Agreement dated as of the date hereof (the "**Master Transaction Agreement**") and that certain License Agreement dated as of the date hereof (the "**License Agreement**").

WHEREAS, pursuant to the Master Transaction Agreement, each of the parties hereto is required to execute and deliver this Bill of Sale and Assignment.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. **Assignment.** 1.1. Assignor hereby sells, transfers, conveys and assigns unto Assignee, and Assignee hereby accepts and assumes, all of Assignor's right, title and interest, in and to Assignor's Gamma Linolenic Acid ("**GLA**") Trait business-related assets, except for Assignor's current GLA oil inventory as set forth in Exhibit A, such assets to include Assignor's trademark registrations specific to the GLA Traits business as set forth in Exhibit B, attached hereto. All such assets in their present condition, AS IS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED (the "**GLA Trait Assets**").

1.2. For the avoidance of doubt, pursuant to the Master Transaction Agreement, the consideration for the transactions contemplated by this Bill and Sale Agreement and the other transactions contemplated in the Master Transaction Agreement and the License Agreement shall be the consideration set forth in Section 2.2 of the Master Transaction Agreement. No further payments shall be made by any party under this Bill of Sale and Assignment.

2. **Further Undertaking.** 2.1. Assignor and Assignee will from time to time, at the reasonable request of the other, execute and deliver such other instruments of conveyance, transfer, assignment or assumption and take such other actions as the other may reasonably request, in order to more effectively consummate the intent and purposes of this Agreement, including, but not limited to, any assignment documents required to be filed with the relevant government agencies (i.e., the United States Patent and Trademark Office).

2.2. As of the date hereof, Assignor undertakes not to use, market, advertise, promote or sell any products under the trademark SONOVA and related logos, except for the sale of the Assignor GLA oil inventory set forth in Exhibit B within the period set forth in Section 5.7 of the License Agreement.

2.3. As of the date hereof, Assignor undertakes not to file any trademark applications confusingly similar to the trademark SONOVA (and related logos) to identify goods and products in connection with transgenic oils containing any GLA Trait Patents and or ARA Trait Patents licensed to BIOX pursuant to the License Agreement in any country of the entire world.

3. Execution in Counterparts. This Agreement may be executed in counterparts, including by facsimile, .pdf or other electronic signature, each of which shall be deemed to be an original but which together shall constitute one and the same instrument.

4. Governing Law. This Agreement shall be governed by the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of laws, rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

Whereas, The Assignee desires to acquire from the Assignor all of Assignor's right, title and interest in and to the Trademark application and/or registration, together with the benefit of any use of the Trademark by the Assignor, and the goodwill of the business relations to the Trademark and to the wares or services associated with it, to hold unto the Assignee absolutely.

AA
4/22/22

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale and Assignment on the date first above written.

ASSIGNOR:

ARCADIA BIOSCIENCES, INC.

By: 
Name: Matthew Plavan
Title: President & CEO

ASSIGNEE:

BIOCERES CROP SOLUTIONS CORP.

By: _____
Name:
Title:

[SIGNATURE PAGE TO BILL OF SALE AND ASSIGNMENT (GLA ASSETS)]

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale and Assignment on the date first above written.

ASSIGNOR:

ARCADIA BIOSCIENCES, INC.

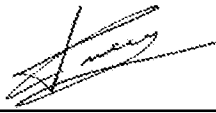
By: _____

Name: Matthew Plavan

Title: President & CEO

ASSIGNEE:

BIOCERES CROP SOLUTIONS CORP.

By:  _____

Name: Federico Trucco

Title: President of the Board of Directors

[SIGNATURE PAGE TO BILL OF SALE AND ASSIGNMENT (GLA ASSETS)]