

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777995

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ESCO Industries, Inc.		08/23/2022	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Performance Seed, LLC		
Street Address:	115 4th Street North		
City:	Waite Park		
State/Country:	MINNESOTA		
Postal Code:	56387		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4171262	COUNTRY MIX	
Registration Number:	5726248	GRANARY HARVEST WILD BIRD FOOD	
Registration Number:	4279602	GRANARY HARVEST	
Registration Number:	2025269	NATURE'S OWN	
Registration Number:	3991553		
CORRESPONDENCE DATA			
Fax Number:	2062240779		
<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:	206-682-8100		
Email:	efiling@cojk.com		
Correspondent Name:	Peter W. Becker		
Address Line 1:	Christensen O'Connor Johnson Kindness		
Address Line 2:	1201 Third Avenue, Suite 3600		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	2024-G		
NAME OF SUBMITTER:	Peter Becker		
SIGNATURE:	/pb/		
DATE SIGNED:	01/03/2023		

OP \$140.00 4171262

Total Attachments: 5

source=07. IP Assignment - Project Cardinal (Final) EXECUTED(5228895.v1)#page1.tif

source=07. IP Assignment - Project Cardinal (Final) EXECUTED(5228895.v1)#page2.tif

source=07. IP Assignment - Project Cardinal (Final) EXECUTED(5228895.v1)#page3.tif

source=07. IP Assignment - Project Cardinal (Final) EXECUTED(5228895.v1)#page4.tif

source=07. IP Assignment - Project Cardinal (Final) EXECUTED(5228895.v1)#page6.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of August 23, 2022, is made by ESCO Industries, Inc., a Minnesota corporation, in its corporate capacity and DBA “Performance Seed” (“Assignor”) in favor of Performance Seed, LLC, a Delaware limited liability company (“Assignee”) (each a “Party” and collectively the “Parties”).

WHEREAS, Assignee, Assignor and the other parties thereto have entered into that certain Asset Purchase Agreement of even date (the “Asset Purchase Agreement”); and

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (the “Assigned IP”):

(a) the patents set forth on Schedule 1 hereto and all issuances, divisional applications, continuation applications, including continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “Patents”);

(b) the trademark registrations set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance

to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The Parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

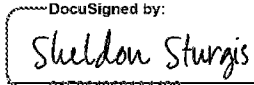
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this IP Assignment as of the date first above written.

ESCO INDUSTRIES, INC.

By: 
Name: Sheldon Sturgis
Title: President

[Signature Page to IP Assignment]

TRADEMARK
REEL: 007937 FRAME: 0635

IN WITNESS WHEREOF, the Parties have duly executed and delivered this IP Assignment as of the date first above written.

PERFORMANCE SEED, LLC

DocuSigned by:

Ronald Stevens

By:

Name: Ronald Stevens

Title: Chief Financial Officer

[Signature Page to IP Assignment]

TRADEMARK
REEL: 007937 FRAME: 0636

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Word Mark	Design Mark	Status	Filing Date	Serial No.	Registration Date	Registration Number
Nature's Beauty Wild Bird Food	Yes	Live	Jun 23, 2000	76076261	Apr 9, 2002	2558082
EZ Grab & Pour Bag Patent Pending	Yes	Live	May 9, 2006	78879531	Aug 28, 2007	3286160
Country Mix	No	Live	Nov 10, 2011	85469711	Jul 10, 2012	4171262
New! Hoist & Pour Bag	Yes	Live	Feb 5, 2001	76204349	Mar 12, 2002	2546830
Granary Harvest Wild Bird Food	Yes	Live	Aug 9, 2018	88071474	Apr 16, 2019	5726248
Granary Harvest	Yes	Live	Jun 12, 2012	85649117	Jan 22, 2013	4279602
Nature's Own	No	Live	Oct 30, 1995	75011709	Dec 24, 1996	2025269
Holiday Blend	No	Live	Oct 8, 2004	78496869	Nov 29, 2005	3020745
Moth-Guard	No	Live	Dec 18, 2003	78342711	Dec 21, 2004	2913291
N/A	Yes – Yellow Handle	Live	Oct 15, 2009	77849120	Jul 12, 2011	3991553