

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM872312

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900830993		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
East Malling Services Ltd.		09/21/2023	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Seminis Vegetable Seeds, Inc.		
Street Address:	800 North Lindbergh Blvd., E2NA		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63167		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5426777	MALLING	
CORRESPONDENCE DATA			
Fax Number:			
<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:	314-452-6574		
Email:	bayertrademarkus@bayer.com, sheri.varney@bayer.com		
Correspondent Name:	Sheri Varney		
Address Line 1:	800 North Lindbergh Blvd., E2NA		
Address Line 4:	St. Louis, MISSOURI 63167		
ATTORNEY DOCKET NUMBER:	2024-0007 0004.00 US		
NAME OF SUBMITTER:	Sheri A. Varney		
SIGNATURE:	/Sheri A. Varney/		
DATE SIGNED:	01/30/2024		
Total Attachments: 12			
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DATED

2023

EAST MALLING SERVICES LTD

MONSANTO HOLLAND B.V.

and

SEMINIS VEGETABLE SEEDS, INC.

DEED OF ASSIGNMENT OF TRADE MARKS AND GOODWILL

THIS DEED is entered into and made on the _____ day
of _____ 2023.

BY AND BETWEEN

- (1) **EAST MALLING SERVICES LTD** incorporated and registered in England and Wales with company number 02335037 whose registered office is at 93 Lawrence Weaver Road, Cambridge, United Kingdom CB3 0LE ("**EMS**").

- (2) **MONSANTO HOLLAND B.V.** a company registered in the Netherlands whose registered office is at 2661 CZ Bergschenhoek, the Netherlands ("**MHBV**").

- and

- (3) **SEMINIS VEGETABLE SEEDS, INC.** a company incorporated under the laws of California, with business address at 800 N Lindbergh Blvd., St. Louis, Missouri 63167 ("**Seminis**", MHBV and Seminis herein are jointly referred to as "**Bayer**").

EMS and Bayer herein are individually also referred to as a "Party" and jointly as the "Parties".

BACKGROUND

- (A) Pursuant to the 21 September 2023 Asset Purchase Agreement between NIAB and MHBV ("**APA**"), NIAB agreed to sell and cause its respective affiliates to sell certain assets to MHBV and its respective affiliates on the Closing Date.

- (B) EMS is the registered owner of the Trade marks listed in Schedule 1 to this agreement.

- (C) In fulfilment of its obligations under the APA, EMS wishes to assign all of its rights, title and interest in and to the Trade marks to Bayer.

OPERATIVE PROVISIONS

1. INTERPRETATION

All capitalized terms used and not defined herein shall have the meaning ascribed to such term as in the APA. The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

- Goodwill** the goodwill of EMS in relation to the Trade Marks.

- NIAB** means NIAB, incorporated and registered in England and Wales with company number 03395389 whose

registered office is at 93 Lawrence Weaver Road,
Cambridge, United Kingdom CB3 0LE.

Trade Marks

the registered trade marks, short particulars of which
are set out in Schedule 1.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedule.
- 1.5 References to clauses and Schedules are to the clauses of and Schedules to this agreement.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This agreement shall be binding on, and enure to the benefit of, the Parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes email.
- 1.11 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. ASSIGNMENT

- 2.1 Effective as of the Closing Date, and subject to clause 2.2 below, EMS hereby assigns, conveys, delivers and transfers absolutely with full title guarantee to Bayer, and Bayer hereby accepts from EMS, all its rights, title and interest in and to the Trademarks and the Goodwill, including:

- 2.1.1 all goodwill attaching to the Trade Marks and to that part of EMS' business that relates to the goods or services in respect of which the Trade Marks are registered or used; and
- 2.1.2 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Trade Marks whether occurring before, on or after the date of this agreement.
- 2.2 On the date of this agreement, Bayer shall grant a licence to NIAB to use the Trade Marks in the agreed form.

3. FURTHER ASSURANCE

- 3.1 EMS shall execute and deliver such documents and perform such acts as may be required by Bayer for:
- 3.1.1 entry, recordal, transfer, assignment and registration of Bayer or its nominee as transferee, assignee, applicant, owner or (as applicable) proprietor of the Trade Marks; and
- 3.1.2 assisting Bayer in transferring, obtaining, defending and enforcing the Trade Marks and the Goodwill, and assisting with any actions, claims, investigations, and proceedings which may be brought by or against Bayer against or by any third party relating to the Trade Marks and the Goodwill.
- 3.2 EMS shall use all reasonable endeavours to procure that any necessary third party shall execute and deliver such documents and perform such acts as may reasonably be required by Bayer for:
- 3.2.1 transfer, assignment, entry, recordal and registration of Bayer or other entity as designated by Bayer as transferee, assignee, applicant, owner or (as applicable) proprietor of the Trade Marks; and
- 3.2.2 assisting Bayer in transferring, obtaining, defending, and enforcing the Trade Marks and the Goodwill, and assisting with any actions, claims, investigations, and proceedings which may be brought by or against Bayer against or by any third party relating to the Trade Marks and the Goodwill.

EMS shall notify Bayer promptly in the event that any necessary third party does not execute and deliver any documents or perform any acts as referred to above.

3.3 In the circumstances where EMS fails within thirty (30) Business Days to take actions specified in clause 3.1 above or becomes untraceable, EMS appoints Bayer to be its attorney in its name and on its behalf to execute documents referred to in clause 3.1 above, use EMS' name and do all things which are necessary for Bayer to obtain for itself or its nominee the full benefit of this agreement.

3.4 The power of attorney set out in clause 3.3 above is irrevocable and exists for the life of the relevant rights or intellectual property and is given by way of security to secure the performance of EMS' obligations under this agreement and so long as such obligations of EMS remain undischarged, or Bayer has such interest, the power may not be revoked by EMS, save with the consent of Bayer.

3.5 EMS undertakes to ratify and confirm everything that Bayer does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause.

4. VARIATION AND WAIVER

4.1 No variation of this agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

4.2 A waiver of any right or remedy under this agreement or by law is only effective if it is given in writing and shall not be deemed a waiver of any subsequent right or remedy.

4.3 A failure or delay by a Party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

4.4 No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

5. ENTIRE AGREEMENT

5.1 This agreement (together with the documents referred to in it (including the APA and any amendments thereto)) constitutes the entire agreement between the parties in relation to the Transaction and supersedes any previous agreement between the parties in respect of the same.

6. SEVERANCE

6.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

6.2 If any provision or part-provision of this agreement is deemed deleted under clause 6.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

7. COUNTERPARTS

7.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

8. THIRD PARTY RIGHTS

8.1 Save for clause 2.2, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

9. NOTICES

9.1 A notice given to a Party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post, recorded delivery or special delivery in each case to that Party's registered office, or sent by email to that Party's email address as notified by that Party to the other Party from time to time in accordance with this agreement.

9.2 Delivery of a notice is deemed to have taken place if delivered by hand, at the time the notice is left at the address, or if sent by email, at the time of transmission, or if sent by post on the second Business Day after posting, unless such deemed receipt would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), in which case deemed receipt will occur when business next starts in the place of receipt (and all references to time are to local time in the place of receipt).

9.3 This clause 9 does not apply to the service of any proceedings or other documents in any legal action.

10. GOVERNING LAW AND JURISDICTION

10.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

10.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into as a deed on the date stated at the beginning of it.

SCHEDULES

Name	Sub Type	Country	Trade Mark	Application Number	Application Filing Date	Registration Number	Registration Date	Renewal Deadline	Int. Class	Legal Owner	Status
Classes) 31: in the name of East Mailing Services LTD. (Stobbs Ref: 3246/20016)											
US Trade Mark Reg. No. 5428777 'MALLING' in class(es) 31 in the name of East Mailing Services LTD. (Stobbs Ref: 3006/20001)	US Trade Mark Application (Principal)	United States of America	MALLING	87548791	27-07-2017	5420777	20-03-2018	20-03-2024	31	East Mailing Services LTD. C/O East Mailing Services, Huntingdon Road, Cambridge, CB3 0LE, United Kingdom United Kingdom	Registered
Chile: Trade Mark Application No. 1258160 MALLING in Class 31 in the name of East Mailing Services LTD (Our Ref: 3086/43013)	National Trade Mark Application	Chile	MALLING	1258160	19-06-2017	1266833	04-01-2018	04-01-2028	31	East Mailing Services LTD.	Registered
Foreign Trade Mark Application: China: 'MALLING' in class(es) 31 in the name of East Mailing Services LTD. (Stobbs Ref: 3246/20016)	National Trade Mark Application	China	MALLING	24311682	24-05-2017	24311682	21-05-2016	20-05-2028	31	East Mailing Services LTD. (东茂林服务有限公司)	Registered

TRADEMARK

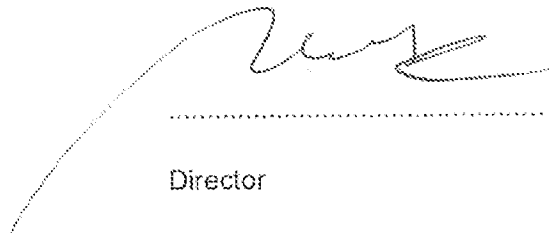
REEL: 008331 FRAME: 0760

(Birketts LLP)


East Malling Services Ltd

Executed as a deed by ~~MAD~~

acting by Mario Caccamo, a
director, in the presence of:



Director

Signature of Witness: 

Name (in BLOCK CAPITALS): SHARON GERAGHTY

Address: 25 Clark Road,
ROYSTON,
Herts. SG8 7AY

Executed as a deed by
MONSANTO HOLLAND B.V.

acting by Laura Grapes, a
director, in the presence of:

.....
Director

Signature of Witness:

Name (in BLOCK CAPITALS):

Address:

Executed as a deed by SEMINIS
VEGETABLE SEEDS, INC..
acting by _____ and
_____ who are
permitted to execute for SEMINIS
VEGETABLE SEEDS, INC.
under the laws of California

.....
Authorised signatory

.....
Authorised signatory

Executed as a deed by **EMS**

acting by Mario Caccamo, a
director, in the presence of:

Signature of Witness:

Name (in BLOCK CAPITALS):

Address:

.....
Director

Executed as a deed by
MONSANTO HOLLAND B.V.

acting by Laura Grapes, a
director, in the presence of:

Signature of Witness:

Name (in BLOCK CAPITALS): M. VAN HEIJNINGEN

Address: Leeuwenhoekweg 52, 2661 CZ
BERGSCHENHOEK, NL

Laura Grapes
.....

Director

Executed as a deed by **SEMINIS
VEGETABLE SEEDS, INC.**
acting by _____ and
_____ who are
permitted to execute for **SEMINIS
VEGETABLE SEEDS, INC.**
under the laws of California

.....
Authorised signatory

.....
Authorised signatory

Executed as a deed by **EMS**

acting by Mario Caccamo, a
director, in the presence of.

.....
Director

Signature of Witness:

Name (in BLOCK CAPITALS):

Address:

Executed as a deed by
MONSANTO HOLLAND B.V.

acting by Laura Grapes, a
director, in the presence of:


.....
Director

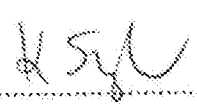
Signature of Witness:

Name (in BLOCK CAPITALS):

Address:

Executed as a deed by **SEMINIS
VEGETABLE SEEDS, INC.**
acting by Dany-Jean Sily and
KATARINA SAEDA who are
permitted to execute for **SEMINIS
VEGETABLE SEEDS, INC.**
under the laws of California


.....
Authorised signatory


.....
Authorised signatory