

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
W.A. Cleary Chemical Corporation		12/31/2012	CORPORATION: NEW JERSEY
Cleary Chemicals, LLC		12/31/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Nufarm Americas Inc.
Street Address:	11901 South Austin Avenue
City:	Alsip
State/Country:	ILLINOIS
Postal Code:	60803
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3111343	3336
Registration Number:	3859831	AFFIRM
Registration Number:	4059996	C CLEARY
Registration Number:	2234465	ECOLOGIX
Registration Number:	4191605	C CLEARY COUNT ON CLEARY
Serial Number:	77942162	TORQUE
Serial Number:	85116160	MILBAN 2
Serial Number:	85116180	RACHET
Serial Number:	85789360	26/36 FUNGICIDE
Serial Number:	85802047	EMBLEM

CORRESPONDENCE DATA

CH \$265.00 3111343

Fax Number: 9136479057

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 913-647-9050

Email: tmdocketing.misemer@hoveywilliams.com

Correspondent Name: Dianne Smith-Misemer - Hovey Williams

Address Line 1: 10801 Mastin Blvd., Suite 1000

Address Line 4: Overland Park, KANSAS 66210

ATTORNEY DOCKET NUMBER:	5182.326
NAME OF SUBMITTER:	Dianne M. Smith-Misemer
Signature:	/DSM/
Date:	08/09/2013

Total Attachments: 7

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TRADEMARK AND COPYRIGHT ASSIGNMENT

THIS TRADEMARK AND COPYRIGHT ASSIGNMENT (the "Assignment") is entered into as of this 31st day of December, 2012 (the "Effective Date") by and between W.A. Cleary Chemical Corporation, a New Jersey corporation ("Cleary Chemical"), and Cleary Chemicals, LLC, a Delaware limited liability company (the "LLC") (Cleary Chemical and the LLC together with their respective predecessors, successors and assigns, "Assignor"), and NuFarm Americas Inc., an Illinois corporation, (together with its successors and assigns, "Assignee").

RECITALS:

WHEREAS, Assignor is the owner of certain trademarks, domain names, related trade dress rights, and copyrights which relate exclusively to Assignor's "Cleary" brand in the United States, namely, (i) registered trademarks, (ii) pending trademark applications for registration, (iii) domain name registrations, (iv) trade names, (v) common law trademarks (vi) trade dress and (vii) registered and unregistered copyrights, including, but not limited to, those trademarks and copyrights listed in Schedule A attached hereto (collectively, the "Trademarks and Copyrights").

WHEREAS, Assignee is the successor in interest to that portion of Assignor's business to which said Trademarks and Copyrights pertain, the business is ongoing and existing, and Assignee is desirous of acquiring said Trademarks and Copyrights thereto.

WHEREAS, Assignor desires to sell and assign to Assignee, and Assignee desires to purchase from Assignor, in accordance with the terms and conditions of that certain asset purchase agreement dated December 31, 2012, by and among Assignee, Cleary Chemical and W.A. Cleary Corporation (the "Asset Purchase Agreement"), Assignor's right, title and interest in the Trademarks and Copyrights, together with the goodwill symbolized by such Trademarks and Copyrights.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby sells, assigns, conveys, grants and transfers to Assignee the following:

(a) Assignor's entire right, title and interest in and to the Trademarks and Copyrights, whether or not such Trademarks and Copyrights have been registered as of the date of this Assignment, and any and all renewals and extensions of such registered Trademarks and Copyrights (or any legal equivalent) thereof for the full term or terms for which the same may be granted, together with all goodwill associated with such Trademarks and Copyrights;

(b) all claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement (or any

related claims including, but not limited to, dilution, unfair competition or passing off) of any Trademarks and Copyrights which occurred prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name; and

(c) all rights corresponding to the Trademarks and Copyrights, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Costs. The legal and other costs and expenses relating to this Assignment and any official fees or costs in relation to the recordal of this Assignment shall be borne by the Assignee.

3. Further Assurance. As required by Section 11.2 of the Asset Purchase Agreement, Assignor agrees that it shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all documents, agreements, instruments, or notices as may be reasonably requested by Assignee to further effect and evidence the transfer of all of Assignor's right, title and interest in the Trademarks and Copyrights, together with the goodwill symbolized by such Trademarks and Copyrights. By way of example, Assignor agrees that it shall provide or assist Assignee in obtaining from third parties any additional documents and/or assistance that may be reasonably necessary to assign/transfer to Assignee any and all rights in all intellectual property being assigned hereunder, including, but not limited to, trademarks, copyrights, images, videos, photos, likenesses, and the like, relating to Assignor's "Cleary" brand and products.

4. Enforceability. If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

5. Amendment. This Assignment may be amended or supplemented only by an instrument in writing signed by Assignor and Assignee.

6. GOVERNING LAW. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

8. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[signature page follows]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be effective as of the Effective Date noted above.

For and On Behalf of W. A. Cleary Chemical Corporation and Cleary Chemicals, LLC ("Assignor")

By: _____

Name: _____

Title: _____

ATTEST:

[Name, Title]

David Misura,
Secretary

For and On Behalf of NuFarm Americas Inc. ("Assignee")

By: _____

Name: _____

Title: _____

ATTEST:

[Name, Title]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be effective as of the Effective Date noted above.

For and On Behalf of W. A. Cleary Chemical Corporation and Cleary Chemicals, LLC ("Assignor")

By: _____

Name: _____

Title: _____

ATTEST:

[Name, Title]


For and On Behalf of NuFarm Americas Inc. ("Assignee")

By: 

Name: Darryl Matthews

Title: President

ATTEST:


[Name, Title]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be effective as of the Effective Date noted above.

For and On Behalf of W. A. Cleary Chemical Corporation and Cleary Chemicals, LLC ("Assignor")

By: _____

Name: _____

Title: _____

ATTEST:

[Name, Title]

For and On Behalf of NuFarm Americas Inc. ("Assignee")

By: J.A. Sorireu

Name: J.A. SORIREU

Title: VP BUSINESS DEVELOPMENT

ATTEST:

[Name, Title]

SCHEDULE A

1. Registered Trademarks:

Registration Number	Date Registered	Trademark	Goods and Services	Trademark Holder
3111343	7/04/2006	3336	Fungicides for agricultural use and domestic use	W.A. Cleary Chemical Corporation
3859831	10/12/2010	AFFIRM	Fungicides for agricultural use; Fungicides for domestic use	Cleary Chemicals, LLC
4059996	11/22/2011	C CLEARY	Herbicides, insecticides and fungicides	W.A. Cleary Chemical Corporation
2234465	3/23/1999	ECOLOGIX	Biochemical products, namely, pesticides for domestic and agricultural uses	W.A. Cleary Chemical Corporation
4191605	8/14/2012	C CLEARY COUNT ON CLEARY	Herbicides, insecticides and fungicides	W.A. Cleary Chemical Corporation

2. Pending Trademark Applications:

Application Number	Date Filed	Trademark	Goods and Services	Trademark Holder
77942162	2/23/2010	TORQUE	Fungicides for agricultural use; fungicides for domestic use	Cleary Chemicals, LLC
85116160	8/26/2010	MILBAN 2	Fungicides for agricultural use; fungicides for domestic use	Cleary Chemical, LLC
85116180	8/26/2010	RACHET	Fungicides for agricultural use; fungicides for domestic use	Cleary Chemical, LLC
85789360	11/28/2012	26/36 FUNGICIDE	Fungicides	W.A. Cleary Chemical Corporation

85802047	12/13/2012	EMBLEM	Fungicides, insecticides, and herbicides for domestic use, particularly for turf and ornamental use	W.A. Cleary Chemical Corporation
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