

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312956

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Miller Chemical & Fertilizer Corporation		05/01/2014	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Miller Chemical & Fertilizer, LLC
Street Address:	Box 333, 120 Radio Road
City:	Hanover
State/Country:	PENNSYLVANIA
Postal Code:	17331
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 67

Property Type	Number	Word Mark
Registration Number:	3283423	BIOVITAL
Registration Number:	3048352	CALEXIN
Registration Number:	3955160	CAL-XPRESS
Registration Number:	2789492	CARBOXY PLUS
Registration Number:	4214084	CARGO
Registration Number:	4128937	CELL FORCE
Registration Number:	4022913	CHEM EXPRESS
Registration Number:	3904529	CHEMSHIELD
Registration Number:	3832261	CHEMSHIELD
Registration Number:	3710798	CLING TIGHT
Registration Number:	4487959	COLOR UP
Serial Number:	86016391	CRAVE
Serial Number:	85455189	ECOFILM
Registration Number:	3542375	ENERGY BOOSTER
Registration Number:	3669705	ENERGY MAX
Serial Number:	86139478	ENTRY
Registration Number:	4246161	ENVIROFIX
Registration Number:	2731178	EXIT
Serial Number:	85683930	FOLICOTE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1266750	FERRIPLUS
Registration Number:	1200774	FOAM FIGHTER
Registration Number:	4088148	FORTI-SOIL
Registration Number:	3409652	GLOBALLY TESTED AND PROVEN
Registration Number:	3409653	GLOBALLY TESTED AND PROVEN
Registration Number:	2280299	GREENSTIM
Registration Number:	2872409	GROSTIM
Registration Number:	3468481	HOH SHIELD
Registration Number:	1194969	HOT SAUCE
Registration Number:	4269728	KELPXPRESS
Registration Number:	3547262	MICRO EXPRESS
Registration Number:	1693876	MICROPLEX
Registration Number:	1306645	MILLER
Registration Number:	2521148	MILLERPLEX
Registration Number:	3625102	MIST-CONTROL
Registration Number:	4150137	MP 430
Registration Number:	3454218	NU-EXPRESS
Registration Number:	0707677	NU-FILM
Registration Number:	0945022	NU-FILM-17
Registration Number:	0949172	NU-FILM-P
Registration Number:	1599076	NU-LURE
Registration Number:	3087062	NUTRICHEM
Registration Number:	2163115	NUTRIENT EXPRESS
Registration Number:	0565678	NUTRI-LEAF
Registration Number:	2747046	ONESHOT
Registration Number:	2815902	PERCOLATE
Registration Number:	3956349	PERCOLATE
Registration Number:	3060686	PERMEATE
Registration Number:	2511824	PHEAST
Registration Number:	0912087	PINOLENE
Registration Number:	3726790	POD CEAL
Registration Number:	3524557	PRESERVE
Registration Number:	2751212	RED ARROW
Registration Number:	0054343	SCALECIDE
Registration Number:	3934627	SHIELD
Registration Number:	2080217	SOFT-FILM
Serial Number:	86159257	SOILCOTE
Registration Number:	0940280	SOL-U-GRO
Registration Number:	4246162	SOL-U-K

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1415467	SPRAY-AIDE
Registration Number:	3542376	STARTER EXPRESS
Registration Number:	2543500	SUGAR EXPRESS
Registration Number:	3216699	SUSTAIN
Registration Number:	3625103	SWATH MARKER
Registration Number:	2065947	TRANSCUTICULAR DELIVERY SYSTEM
Registration Number:	0878015	VAPOR GARD
Registration Number:	2636837	VHPF
Registration Number:	2904477	ZMC EXPRESS

CORRESPONDENCE DATA

Fax Number: 2155405818

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: 215-540-9200

Email: docketing@howsoniplaw.com

Correspondent Name: Stanley B. Kita, Howson & Howson LLP

Address Line 1: 350 Sentry Parkway

Address Line 2: Building 620, Suite 210

Address Line 4: Blue Bell, PENNSYLVANIA 19422

ATTORNEY DOCKET NUMBER:	ALIM-US ASSIGNMENTS
NAME OF SUBMITTER:	Bea Houwen
SIGNATURE:	/Bea Houwen/
DATE SIGNED:	08/05/2014

Total Attachments: 9
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of June 3, 2014 ("Effective Date") by and between **Miller Chemical & Fertilizer Corporation**, a Pennsylvania corporation, Box 333, 120 Radio Road, Hanover, Pennsylvania 17331, USA ("Assignor"), and **Miller Chemical & Fertilizer, LLC**, a Delaware limited liability company, Box 333, 120 Radio Road, Hanover, Pennsylvania 17331, USA ("Assignee"). Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement (as defined below in the first recital).

WHEREAS, pursuant to that certain Stock and Asset Purchase Agreement, dated as of May 1, 2014, by and among Alco Industries, Inc., Assignor, Miller Chemical Costa Rica, S.A., Modern Equipment Company, Inc., and Dunes Point Capital Investment Partners I-A, LLC (the "Agreement"), Assignor has sold to Assignee, all assets related to, generated by, or used in the Business (other than the Excluded Assets);

WHEREAS, Assignor is the exclusive owner of the entire right, title and interest, in and to the Acquired Intellectual Property, together with any and all goodwill associated with any of the foregoing (the "Intellectual Property"); and

WHEREAS, Assignor has agreed to assign and transfer to Assignee, and Assignee has agreed to accept and assume from Assignor, all of Assignor's right, title and interest in, to and under the Intellectual Property, such that Assignee will be the exclusive owner of the Intellectual Property.

NOW, THEREFORE, in consideration of the sum of US\$10.00 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows, effective immediately:

1. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest, in and to all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, collective membership marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or may appear, all registrations and recordings thereof, and all applications filed in connection therewith, (the "Trademarks") included in the Intellectual Property, including, but not limited to, the trademark registrations and applications set forth on Schedule A attached hereto, together with the goodwill that is symbolized by such Trademarks, and further including any and all (i) renewal rights in respect of such Trademarks, (ii) rights to obtain registrations of such Trademarks in the United States and throughout the world, and (iii) all income, royalties, proceeds arising out of any of the foregoing, including rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present and future infringements, dilutions, or violations thereof, all in Assignee's sole name.

2. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor takes in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including the execution of any instruments and papers that are necessary or desirable, in Assignee's reasonable discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Intellectual Property with, for example, the

United States Patent and Trademark Office (or any corresponding foreign entity or agency); provided, however, that it being understood that Assignors shall not be required to (i) commence any litigation in connection with this Section 5; or (ii) expend money except as specifically contemplated by Section 9.2 of the Purchase Agreement in connection with this Section 2.

* * * * *

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IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by a duly authorized representative of each of the Assignor and Assignee as of the date first above written.

MILLER CHEMICAL & FERTILIZER CORPORATION

Anthony W. Hartman
Name: Anthony W. Hartman
Title: VP Finance

MILLER CHEMICAL & FERTILIZER, LLC

Charles H. Svec
Name: Charles H. Svec
Title: President



Mark	Country	Status	Application Number	Registration Number
BERRY-SET	United States of America	Expired	057,422	673728
BIOVITAL	United States of America	Registered	76/650,868	3283423

Mark	Country	Status	Application Number	Registration Number
CALEXIN	United States of America	Registered	76/628,231	3048352
CAL-XPRESS	United States of America	Registered	76/695,481	3955160
CARBO-TERPENE	United States of America	Abandoned	76/704,616	
CARBOXY PLUS	United States of America	Registered	76/378,845	2789492
CARGO	United States of America	Registered	85/606,146	4214084
CELL FORCE	United States of America	Registered	76/707,603	4128937
CHEM EXPRESS	United States of America	Registered	76/683,021	4022913
CHEMSHIELD	United States of America	Registered	76/673,329	3904529
CHEMSHIELD	United States of America	Registered	76/697,496	3832261
CLING TIGHT	United States of America	Registered	76/694,069	3710798
COLOR-UP	United States of America	Registered	86/002,173	4487959
CRAVE	United States of America	Allowed	86/016,391	
ECOFILM	United States of America	Allowed	85/455,189	
ENERGY BOOSTER	United States of America	Abandoned	76/650,865	
ENERGY BOOSTER	United States of America	Registered	76/689,045	3542375
ENERGY MAX	United States of America	Abandoned	76/650,866	
ENERGY MAX	United States of America	Registered	76/689,047	3669705
ENTRY	United States of America	Pending	86/139,478	
ENVIROFIX	United States of America	Registered	76/705,001	4246161
EXIT (Stylized)	United States of America	Registered	76/216,348	2731178

Mark	Country	Status	Application Number	Registration Number
EXPRESS	United States of America	Abandoned	75/441,512	
FELICOTE	United States of America	Allowed	85/683,930	
FERRIPLUS	United States of America	Registered	73/404,790	1266750
FOAM FIGHTER	United States of America	Registered	248,581	1200774
FORTI-SOIL	United States of America	Registered	76/706,221	4088148
GLOBALLY TESTED AND PROVEN CIRCLE WITH GLOBE DESIG	United States of America	Registered	76/658,720	3409652
GLOBALLY TESTED AND PROVEN CIRCLE WITH GLOBE DESIG	United States of America	Registered	76/658,722	3409653
GREENSTIM	United States of America	Registered	75/253,685	2280299
GROSTIM	United States of America	Registered	76/503,816	2872409
HOH SHIELD	United States of America	Registered	76/671,693	3468481
HOT SAUCE	United States of America	Registered	289,100	1194969
HYBRID	United States of America	Abandoned	85/452,820	
INTENSIFY	United States of America	Abandoned	76/548,476	
JOHN WOOD	United States of America	Abandoned	386,525	938359
JOHN WOOD	United States of America	Abandoned	748,970	1531861
JOHN WOOD AND RIBBON DESIGN	United States of America	Abandoned	74/326,212	1824080
KELP EXPRESS	United States of America	Unfiled		
KelpXpress	United States of America	Registered	85/547,907	4269728

Mark	Country	Status	Application Number	Registration Number
LIQUA-GEL	United States of America	Abandoned	780,998	1574121
MICRO EXPRESS	United States of America	Registered	76/683,020	3547262
MICROPLEX	United States of America	Registered	173,584	1693876
MILLER AND DESIGN	United States of America	Registered	455,199	1306645
MILLERPLEX	United States of America	Registered	75/942,248	2521148
MIST CONTROL	United States of America	Abandoned	75/928,664	2583949
MIST-CONTROL	United States of America	Registered	76/693,790	3625102
MP-430	United States of America	Registered	85/440,510	4150137
NOCULATE	United States of America	Lapsed	695,352	1494783
NU-EXPRESS	United States of America	Registered	76/613,658	3454218
NU-FILM (Stylized)	United States of America	Registered	092,993	707677
NU-FILM-17	United States of America	Registered	397,476	945022
NU-FILM-P	United States of America	Registered	394,918	949172
NU-LURE	United States of America	Registered	73-/833,045	1599076
NUTRICHEM	United States of America	Registered	76/628,232	3087062
NUTRIENT EXPRESS	United States of America	Registered	75/051,932	2163115
NUTRI-LEAF AND DESIGN	United States of America	Registered	620,813	565678
ONESHOT	United States of America	Registered	76/470,085	2747046
PERCOLATE	United States of America	Registered	76/498,417	2815902
PERCOLATE	United States of America	Registered	76/704,725	3956349

Mark	Country	Status	Application Number	Registration Number
PERMEATE	United States of America	Registered	76/548,576	3060686
PHEAST	United States of America	Registered	75/929,060	2511824
PINOLENE	United States of America	Registered	358,548	912087
POD CEAL	United States of America	Registered	76/696,952	3726790
PRESERVE	United States of America	Registered	76/672,995	3524557
RED ARROW	United States of America	Abandoned	313,548	1209481
RED ARROW	United States of America	Registered	76/378,728	2751212
SCALECIDE	United States of America	Registered	71/013,739	54343
SHIELD	United States of America	Registered	76/673,324	3934627
SOFT-FILM	United States of America	Registered	75/051,931	2080217
SOILCOTE	United States of America	Pending	86/159,257	
SOL-U-AID	United States of America	Abandoned	76/705,236	
SOL-U-GRO	United States of America	Registered	394,917	940280
SOL-U-K	United States of America	Registered	76/705,005	4246162
SPRAY-AIDE	United States of America	Registered	587,239	1415467
STARTER EXPRESS	United States of America	Registered	76/689,046	3542376
SUGAR EXPRESS	United States of America	Registered	75/942,709	2543500
SUSTAIN	United States of America	Registered	76/470,083	3216699
SWATH MARKER	United States of America	Abandoned	75/928,665	2596216
SWATH MARKER	United States of America	Registered	76/693,791	3625103

Mark	Country	Status	Application Number	Registration Number
				
TRANSCUTICULAR DELIVERY SYSTEM	United States of America	Registered	75/051,933	2065947
				
VAPOR GARD	United States of America	Registered	312,271	878015
VHPF	United States of America	Registered	76/192,342	2636837
WEEDAWAY	United States of America	Abandoned	172,001	767800
WEEDAWAY	United States of America	Abandoned	76/545,240	
ZMC EXPRESS	United States of America	Registered	76/554,505	2904477
