

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM415923

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Innvictis Crop Care, LLC		02/01/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Altitude Crop Innovations, LLC		
<b>Street Address:</b>	4850 Hahns Peak Dr		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Loveland		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80538		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86452546	ALTITUDE CROP INNOVATIONS	
<b>Serial Number:</b>	87168953	BINDER	
<b>Serial Number:</b>	87168753	BLANCO	
<b>Serial Number:</b>	87168756	BRIDGER	
<b>Serial Number:</b>	87168760	CALDERA	
<b>Serial Number:</b>	87128103	CREVACE	
<b>Serial Number:</b>	87087934	CUT THROAT	
<b>Serial Number:</b>	87087932	ELIMINATE	
<b>Serial Number:</b>	87087939	GOLD RUSH	
<b>Serial Number:</b>	87168773	IMMERSE	
<b>Serial Number:</b>	87081272	MOUNTAINEER	
<b>Serial Number:</b>	87168978	MULTITUDE	
<b>Serial Number:</b>	87087943	PECOS	
<b>Serial Number:</b>	87142566	PITON	
<b>Serial Number:</b>	87087947	PROMINENCE	
<b>Serial Number:</b>	87168963	QUARRY	
<b>Serial Number:</b>	87142554	RAPPEL	
<b>Serial Number:</b>	87081274	SIMANTA	
<b>TRADEMARK</b>			

OP \$540.00 86452546

Property Type	Number	Word Mark
Serial Number:	87142549	TRAIL HEAD
Serial Number:	87168732	VAIL
Serial Number:	86837134	VOLTAGE ENDURX

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 615-252-4639

**Email:** nashvilleipdocketing@bradley.com

**Correspondent Name:** Jacob W Neu

**Address Line 1:** 1600 Division Street

**Address Line 2:** Suite 700

**Address Line 4:** Nashville, TENNESSEE 37203

<b>ATTORNEY DOCKET NUMBER:</b>	207101301003
<b>NAME OF SUBMITTER:</b>	Jacob W Neu
<b>SIGNATURE:</b>	/jacobwneu/
<b>DATE SIGNED:</b>	02/13/2017

**Total Attachments: 3**

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## ASSIGNMENT OF TRADEMARK

This Trademark Assignment ("Assignment"), effective as of February 1, 2017, is made by and between Innvictis Crop Care, LLC, a Delaware limited liability corporation having an address at 4850 Hahns Peak Dr, Suite 200, Loveland, Colorado 80538 ("Assignor"), and Altitude Crop Innovations, LLC, a Delaware limited liability corporation having an address at 4850 Hahns Peak Dr, Suite 200, Loveland, Colorado 80538 ("Assignee").

WHEREAS, Assignor owns all rights to the registrations and applications identified in **Exhibit A** (collectively, the "Marks"); and

WHEREAS, Assignor has agreed to assign and Assignee has agreed to acquire all of Assignor's right, title and interest in and to the Marks, and all variants thereof, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized thereby, including, but not limited to:

(a) all rights of any kind whatsoever of Assignor in and to the Marks, along with any and all rights accruing under any applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(b) 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

(c) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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 authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any necessary and proper documents, and the delivery of any files, registrations, or other similar items that are in the possession of Assignor, to facilitate the transfer and recordation of the Marks into the name of Assignee, or any assignee or successor thereto.

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

*[signatures on next page]*

ASSIGNOR: Innvietis Crop Care, LLC

Beverly Gates  
Signature

Beverly Gates  
Name

Executive Vice President  
Title

ASSIGNEE: Altitude Crop Innovations, LLC

Beverly Gates  
Signature

Beverly Gates  
Name

Executive Vice President  
Title

**EXHIBIT A**

<b>TRADEMARK</b>	<b>APPLICATION NO.</b>	<b>REGISTRATION NO.</b>
ALTITUDE CROP INNOVATIONS	86/452,546	5,082,739
BINDER	87/168,953	
BLANCO	87/168,753	
BRIDGER	87/168,756	
CALDERA	87/168,760	
CREVACE	87/128,103	
CUT THROAT	87/087,934	
ELIMINATE	87/087,932	5,086,809
GOLD RUSH	87/087,939	
IMMERSE	87/168,773	
MOUNTAINEER	87/081,272	5,091,270
MULTITUDE	87/168,978	
PECOS	87/087,943	
PETRA	87/128,109	
PITON	87/142,566	
PROMINENCE	87/087,947	
QUARRY	87/168,963	
RAPPEL	87/142,554	
SIMANTA	87/081,274	5,091,271
TRAIL HEAD	87/142,549	
VAIL	87/168,732	
VOLTAGE ENDURX	86/837134	4,988,748