

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445655

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OHP, Inc.		10/02/2017	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	AMVAC Acquisition Corporation		
Street Address:	4695 MacArthur Ct., Ste. 1200		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Serial Number:	87283829	ANCORA	
Serial Number:	87016201	ASTUN	
Serial Number:	87336426	B BIOSOLUTIONS	
Serial Number:	87384335	MAJESTY	
Serial Number:	87528494	NOTAVO	
Registration Number:	5215191	APPLAUSE	
Registration Number:	5188222	ARECA	
Registration Number:	3837974	BIATHLON	
Registration Number:	3950875	CAL-KNIGHT	
Registration Number:	2863894	DECATHLON	
Registration Number:	3546560	DISCUS	
Registration Number:	4621424	FULCRUM	
Registration Number:	2232098	HORMODIN	
Registration Number:	2832294	JUDO	
Registration Number:	1909117	MARATHON	
Registration Number:	3074749	OHP	
Registration Number:	3553400	OHP 6672	
Registration Number:	4346350	OHP PARTNERS WITH SOLUTIONS RECIPE FOR S	
Registration Number:	3994659	SIROCCO	

OP \$590.00 87283829

Property Type	Number	Word Mark
Registration Number:	1985832	STRIKE
Registration Number:	4647821	STRIKE PLUS
Registration Number:	2416781	TRIATHLON
Registration Number:	5096285	TRIATHLON BA

CORRESPONDENCE DATA

Fax Number: 9494762471

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: 949-221-6148

Email: irener@amvac-chemical.com

Correspondent Name: AMVAC Acquisition Corp.

Address Line 1: 4695 MacArthur Ct., Ste. 1200

Address Line 4: Newport Beach, CALIFORNIA 92660

NAME OF SUBMITTER:	Timothy J. Donnelly
SIGNATURE:	/Timothy J. Donnelly/
DATE SIGNED:	10/03/2017

Total Attachments: 9

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Trademark Assignment**”), dated as of October 2, 2017, is from OHP, INC., a Pennsylvania corporation (the “**Assignor**”), to AMVAC ACQUISITION CORPORATION, a California corporation (the “**Assignee**”).

WHEREAS, Assignor is the owner of the trademarks, trade names, service marks, logos, proprietary designs and slogans, together with all translations, adaptations, derivations and combinations thereof, and the trademark registrations and applications described in Schedule A attached hereto and incorporated herein by reference (collectively, the “**Marks**”);

WHEREAS, Assignee have executed that certain Asset Purchase and Sale Agreement dated September 1, 2017 (the “**Purchase Agreement**”). Capitalized terms used but not otherwise defined herein shall have the same meaning ascribed to them in the Purchase Agreement; and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor desires to assign and Assignee desires to receive, all of the right, title and interest in and to the Marks and all other trademarks, trade names, service marks, logos, proprietary designs and slogans, together with all translations, adaptations, derivations and combinations thereof, and the trademark registrations and applications therefor, owned by Assignor (collectively, the “**Transferred Trademarks**”), together with the goodwill associated therewith.

NOW, THEREFORE, for the consideration set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Recitals. The Recitals set forth above are hereby incorporated by reference into the agreement by the parties set forth herein.

2. Assignment of Transferred Trademarks. Assignor hereby sells, transfers, assigns and sets over unto Assignee, its successors and assigns, all of Assignor’s right, title and interest in and to the Transferred Trademarks, together with the goodwill of the business upon which the Transferred Trademarks are used and for which they were, were attempted to be, or will be registered, the income, royalties and damages hereafter due or payable to Assignor with respect to the Transferred Trademarks, including, without limitation, damages and payments for past or future infringements and misappropriations of the Transferred Trademarks, all common law rights related thereto, all rights of registration, renewal and extension, and the right to sue for damages and profits for past, present and future infringements or misappropriation thereof.

3. Recording of Transferred Trademarks. Assignor hereby authorizes and requests the Register of Trademarks of the United States and other applicable governmental authorities to record Assignee as Assignee of the Transferred Trademarks to the extent applicable. Further, Assignor hereby authorizes Assignee to deliver certified copies of this Trademark Assignment, from time to time, in order to record the assignment of the

Transferred Trademarks, with any applicable governmental authorities, as well as for any other use which may become necessary by Assignee.

4. Further Assurance. Assignor agrees to execute and deliver at the request of Assignee all papers, instruments and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of the right, title and interest in and to the Transferred Trademarks in Assignee, to more fully and effectively effectuate the purposes of this Trademark Assignment, or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee.

5. Power of Attorney. Assignor and Assignee hereby irrevocably appoints Assignee to be its true and lawful attorney in fact with full power of substitution in Assignor's name and stead, in equity or otherwise, to execute, acknowledge and deliver any further deeds or documents which may prove necessary to vest or perfect the aforesaid rights in Assignee, and to use Assignor's name for the purpose of registering the assignment of the Transferred Trademarks in any relevant registries of any country to the extent applicable. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

6. Excluded Liabilities. Nothing expressed or implied in this Trademark Assignment (i) shall be deemed to be an assumption by Assignee of any Liabilities of the Assignor, or (ii) confers upon any Person, other than the Assignee, the Assignor and their respective successors and assigns, any rights, remedies, obligations or liabilities.

7. Amendment. This Trademark Assignment shall not be amended or modified except by an agreement in writing duly executed by Assignor and Assignee.

8. Waivers. No failure of any party to exercise any right or remedy given to such party under this Trademark Assignment or otherwise available to such party or to insist upon strict compliance by any other party with its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof, unless such waiver is set forth in writing and executed by such party. Any such written waiver shall be limited to those items specifically waived therein and shall not be deemed to waive any future breaches or violations or other non-specified breaches or violations unless, and to the extent, set forth therein.

9. Purchase Agreement. This Trademark Assignment is subject in all respects to the terms and conditions of the Purchase Agreement. Nothing contained in this Trademark Assignment shall be deemed to supersede any of the representations, warranties, covenants or other agreements contained in the Purchase Agreement. To the extent any provision of this Trademark Assignment is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

10. Third Parties. Nothing in this Trademark Assignment, express or implied, is intended to confer any right or remedy under or by reason of this Trademark Assignment on any Person other than the parties signatory hereto and their respective heirs,

representatives, successors and assigns, nor is anything set forth herein intended to affect or discharge the obligation or liability of any third Persons to any party to this Trademark Assignment, nor shall any provision give any third party any right of subrogation or action over against any party to this Trademark Assignment.

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

12. Counterparts; Deliveries. This Trademark Assignment may be executed simultaneously in counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument. This Trademark Assignment to the extent signed and delivered by means of a facsimile machine or other electronic transmission, shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

13. Severability. If any provision of this Trademark Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Trademark Assignment shall otherwise remain in full force and effect and enforceable. Any provision of this Trademark Assignment held invalid or unenforceable only in part or degree will be rewritten by mutual agreement to so closely reflect the invalid or unenforceable provision, while being valid and enforceable.

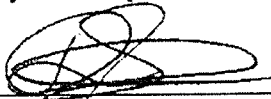
14. Governing Law. This Trademark Assignment, the legal relations between the parties and any action, whether contractual or non-contractual, instituted by any party with respect to matters arising under or growing out of or in connection with or in respect of this Trademark Assignment shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of laws doctrines.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed and delivered by a duly authorized officer as of the day and year first above written.

ASSIGNOR:

OHP, INC.
a Pennsylvania corporation

By:  _____

Name: RONALD M SOLDU

Title: President / CEO

Acknowledged and Accepted by:

ASSIGNEE:

AMVAC ACQUISITION CORPORATION
a California corporation

By: _____

Name: _____

Title: _____

Signature Page to Trademark Assignment

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed and delivered by a duly authorized officer as of the day and year first above written.

ASSIGNOR:

OHP, INC.
a Pennsylvania corporation

By: _____

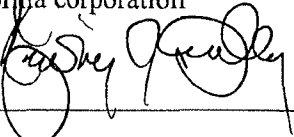
Name: _____

Title: _____

Acknowledged and Accepted by:

ASSIGNEE:

AMVAC ACQUISITION CORPORATION
a California corporation

By:  _____


Name: Timothy J. Donnelly

Title: CAO, General Counsel & Secretary

Signature Page to Trademark Assignment


Schedule A to Trademark Assignment

U.S. Registered Trademarks

Mark	Serial No./ Reg. No.	Applicant	Goods	Status
NOTAVO	87528494	OHP, Inc. CORPORATION PENNSYLVANIA	Horticultural preparations, namely, miticides	Pending – just filed, not yet examined
MAJESTY	87384335	OHP, Inc. CORPORATION SOUTH CAROLINA	Insecticides; miticides; preparations for destroying vermin	Refused
APPLAUSE	5215191	OHP, INC. CORPORATION PENNSYLVANIA	Horticultural preparations, namely, miticides	Registered
	87336426	OHP, Inc. CORPORATION SOUTH CAROLINA	Horticultural chemicals, namely, fungicides, herbicides, miticides, disinfectants and preparations for destroying vermin	Allowed – will register once use is submitted
ANCORA	87283829	OHP, Inc. CORPORATION PENNSYLVANIA	INSECTICIDES	Allowed – will register once use is submitted
ARECA	5188222	OHP, INC. CORPORATION PENNSYLVANIA	Horticultural preparations, namely, fungicides	Registered
ASTUN	87016201	OHP, INC. CORPORATION PENNSYLVANIA	Horticultural preparations, namely, fungicides	Allowed – will register once use is submitted

Schedule A

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TRIATHLON BA	5096285	OHP, Inc. CORPORATION PENNSYLVANIA	Horticultural preparations, namely, fungicides	Registered
STRIKE PLUS	4647821	OHP, Inc. CORPORATION PENNSYLVANIA	fungicide for horticultural use	Registered
 RECIPE SUCCESS	4346350	OHP, Inc. CORPORATION PENNSYLVANIA	Educational publications, namely, handouts and mailings, namely, newsletters in the field of treatment and handling of ornamental plants	Registered
FULCRUM	4621424	OHP, Inc. CORPORATION PENNSYLVANIA	Insecticides	Registered
CAL-KNIGHT	3950875	HP, INC. CORPORATION PENNSYLVANIA	Fertilizer for horticultural use	Registered
OHP	3074749	OHP, INC. CORPORATION PENNSYLVANIA	Horticultural chemicals, namely fungicides, pesticides, herbicides and/or disinfectants. Distributorship services featuring horticultural chemicals of others, namely fungicides, pesticides, herbicides and/or disinfectants	Registered
SIROCCO	3994659	OHP, Inc. CORPORATION PENNSYLVANIA	Insecticides and miticides for horticultural purposes	Registered

Schedule A

BIATHLON	3837974	OHP, Inc. CORPORATION PENNSYLVANIA	Herbicides for agricultural use	Registered
DISCUS	3546560	OHP, Inc. CORPORATION PENNSYLVANIA	Horticultural preparations, namely, insecticides	Registered
OHP 6672	3553400	OHP, Inc. CORPORATION PENNSYLVANIA	Horticultural preparations, namely, fungicide	Registered
JUDO	2832294	OHP, INC. CORPORATION PENNSYLVANIA	Pesticides for domestic and commercial application	Registered
TRIATHLON	2416781	OHP, INC. CORPORATION PENNSYLVANIA	All-purpose disinfectants for horticultural use	Registered
DECATHLON	2863894	OHP, INC. CORPORATION PENNSYLVANIA	Horticultural chemicals for use as an insecticide	Registered
HORMODIN	2232098	OHP, INC. CORPORATION PENNSYLVANIA	Chemical compounds in the form of powder used for plant growth stimulation for horticultural and domestic use	Registered
STRIKE	1985832	OHP, INC. CORPORATION PENNSYLVANIA	Fungicide for horticultural use, namely for ornamental plants	Registered
MARATHON	1909117	OHP, INC. CORPORATION PENNSYLVANIA	Pesticide for horticultural use; namely, for ornamental plants	

Schedule A

U.S. Common Law Trademarks

- (i) SEGWAY O
- (ii) AZATIN O
- (iii) SHUTTLE O