

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507930

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E. I. du Pont de Nemours and Company		12/28/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AMVAC C.V.		
Street Address:	4695 MacArthur Court, Suite 1200		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	Corporation: NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1316496	ASSURE	
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>			
Email:	IreneR@amvac-chemical.com		
Correspondent Name:	AMVAC C.V.		
Address Line 1:	4695 MacArthur Court, Suite 1200		
Address Line 4:	Newport Beach, CALIFORNIA 92660		
ATTORNEY DOCKET NUMBER:	TM-Assignment-ASSURE		
NAME OF SUBMITTER:	Timothy J. Donnelly		
SIGNATURE:	/Timothy J. Donnelly/		
DATE SIGNED:	01/30/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “Agreement”) is entered into as of December 28, 2018 (the “Effective Date”) by and between E. I. du Pont de Nemours and Company, a Delaware corporation (“Assignor”), and AMVAC C.V., a limited liability company formed under the laws of the Netherlands (“Assignee”) (with Assignor and Assignee each being referred to separately as a “Party” and, together, as the “Parties”).

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of December 28, 2018 (as the same may be amended from time to time in accordance with its terms, the “Purchase Agreement”), whereby Assignee is purchasing from Assignor certain assets related to the Assignor’s Quizalofop business located in the Territory; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignor wishes to assign to Assignee the Assignor’s right, title and interest in the Quizalofop related trademarks listed on the attached Appendix 1 (the “Assigned Trademarks”).

NOW, THEREFORE, in accordance with the Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

Section 1. Definitions. Capitalized terms used but not defined herein shall have those meanings assigned to them in the Purchase Agreement.

Section 2. Trademark Assignment. Effective as of the Effective Date, and subject to the terms and conditions of the Purchase Agreement, Assignor hereby sells, assigns, transfers and conveys all right, title and interest in and to all the Assigned Trademarks together with the goodwill of the business which they represent symbolized by the Assigned Trademarks, including all associated trademark rights, held by Assignor, together with all registrations and applications for registration of the Assigned Trademarks, all claims, demands and rights to recovery that Assignor has or may have for past and future infringements, dilution or other violations of such Assigned Trademarks, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery.

Section 3. Further Assurances. Assignor and Assignee shall each take, and shall cause their respective Affiliates to take, any additional actions as may be necessary or appropriate to effect the assignment transactions contemplated hereby, including but not limited to execution of individual assignment documentation for filing with the authorities of each individual country. The responsibility to draft and file assignments with the national trademark offices of each country shall be the responsibility of the Assignee and the Assignee shall bear the cost of filing such assignments.

Section 4. Rights Cumulative; Conflict With Purchase Agreement. The rights, duties and obligations of the Parties hereunder shall be cumulative and in addition to the rights, duties and obligations of the parties under the Purchase Agreement. Nothing herein shall be deemed to

limit the rights, duties and obligations of the parties under the Purchase Agreement and, to the extent of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

Section 5. Notices. All notices, requests, permissions, waivers and other communications hereunder shall be delivered in accordance with Section 12.11 (Notices) of the Purchase Agreement.

Section 6. Headings. The descriptive headings of the several Articles and Sections of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

Section 7. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered, in person or by facsimile, or by electronic image scan, receipt acknowledged, to the other Party hereto.

Section 8. Integrated Contract. This Agreement, the Purchase Agreement, the Related Agreements, the Confidentiality Agreement and the agreements contemplated hereby and thereby constitute the entire agreement between the Parties and their respective Affiliates relating to their respective subject matter and supersede any prior understandings, agreements or representations by or between the Parties and such Affiliates, written or oral, to the extent they are related in any way to such subject matter.

Section 9. Severability. If any provision of this Agreement becomes invalid or unenforceable, such invalidity or un-enforceability shall not affect the other portions of this Agreement, which shall remain in full force and effect provided that the basic intent of the Parties is preserved. The Parties shall in good faith negotiate substitute provisions to replace the invalid or unenforceable provisions, which reflect the original intentions of the Parties as closely as possible.

Section 10. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to its provisions concerning conflicts of law.


Section 11. Amendments. This Agreement may be amended, modified, superseded or canceled and any of the provisions hereof may be waived only by an instrument in writing signed by each of the parties hereto or, in the case of a waiver, by or on behalf of the party waiving compliance.

[Signatures Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ASSIGNOR:

E. I. DU PONT DE NEMOURS AND COMPANY

By: 
Name: George J. DuKa
Title: Director Mergers & Acquisitions

ASSIGNEE:

AMVAC C.V.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.


ASSIGNOR:

E. I. DU PONT DE NEMOURS AND COMPANY

By: _____
Name:
Title:

ASSIGNEE:

AMVAC C.V., a Dutch limited partnership

By:  _____
Name: Signed by AMVAC Chemical Corporation, its General
Title: Partner Timothy J. Donnelly, CAO, General Counsel
and Secretary

[Signature Page to Trademark Assignment]

Appendix 1

ASSIGNED TRADEMARKS

Trademark	Country	Registration No.	Expiration Date	Class
Assure® II	Canada	TMA 341032	May 27, 2033	00
Assure® II	United States	1316496	January 29, 2025	05
Assure® Pro	Chile	1114021	July 5, 2024	05
Sheriff®	Argentina	2682494	April 12, 2024	05
Numex®	Argentina	2709275	February 19, 2025	05
Sure-Mix®	Canada	TMA 547641	July 4, 2031	00
Glacier® (Co-Pack of Assure II and Glyphosate in Canada).	Canada	TMA 891531	December 3, 2029	00
Assure® II	Mexico	362847	September 7, 2023	05
ASSURE®	Mexico	113517	August 7, 2019	01
Assure® II	Philippines	420020005745	November 8, 2025	05
ASSURE®	Honduras	79742	September 11, 2020	05
ASSURE®	Costa Rica	123385	December 14, 2020	