

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635931

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WISerg Corporation		03/31/2021	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Plant Response, Inc.		
Street Address:	100 Capitola Drive, Suite 305		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27713		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5771749	NUTRIENT RECOVERY TECHNOLOGY	
Registration Number:	6059342	BRIO	
Registration Number:	5939025	SYNERGY	
Registration Number:	5770625		
Registration Number:	5752340	WISERG	
Registration Number:	5593887	WISERGANIC	
Serial Number:	88901946	VIM	
Serial Number:	88063776	FLASH PRESERVATION	
Serial Number:	88063773	FLASH STABILIZATION	
Serial Number:	88901936	PRIX	
Serial Number:	88901924	DISTINGUISH	
Serial Number:	87961038	ELEVATE	
CORRESPONDENCE DATA			
Fax Number:	6175265000		
<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>			
Phone:	1-720-274-3163		
Email:	janey.davidson@wilmerhale.com		
Correspondent Name:	Benjamin S. Fernandez, Esquire		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		

TRADEMARK

Address Line 2: 60 State Street
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER: 111033.587

NAME OF SUBMITTER: Benjamin S. Fernandez

SIGNATURE: /s/ Benjamin S. Fernandez/

DATE SIGNED: 03/31/2021

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (“**IP Assignment**”), dated as of March 31, 2021, is made by and between WISerg Corporation, a Washington corporation (“**Seller**”) and Plant Response, Inc., a Delaware corporation (“**Buyer**”).

RECITALS

WHEREAS, Seller and Buyer are parties to that certain Amended and Restated Asset Purchase Agreement, dated as of March 31, 2021 (together with the exhibits and schedules attached thereto, the “**Purchase Agreement**”);

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain Intellectual Property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth in the Purchase Agreement and hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer (i) all of Seller’s right, title and interest in and to all of the Intellectual Property owned by Seller, and (ii) the goodwill symbolized by and all associated common law rights with respect to the Intellectual Property described in the foregoing clause (i) (all of the rights, interests and property described in the foregoing clauses (i) and (ii) collectively, the “**Assigned IP**”), including, without limitation, the following:

a. the patents and patent applications set forth on Exhibit A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;

b. the trademark registrations and applications set forth on Exhibit B hereto and all issuances, extensions and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to any United States intent-to-use trademark applications set forth on Exhibit B hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

c. the copyright registrations, applications for registration and exclusive copyright licenses set forth on Exhibit C hereto and all issuances, extensions and renewals thereof;

d. the Internet domain names set forth on Exhibit D hereto, including all of Seller’s

rights as the registrant of such domain names;

e. all rights of any kind whatsoever of Seller accruing under any of the Assigned IP provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

f. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Assigned IP; and

g. any and all claims and causes of action, with respect to any of the Assigned IP, 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. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer.

3. Further Actions. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, and the prompt unlocking of any domain names and provision to Buyer of any authorization code for the domain names, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to, and in connection with, the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Counterparts. This IP Assignment may be executed in any number of counterparts (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

6. Successors and Assigns. This IP Assignment is binding upon and inures to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

7. No Third Party Beneficiaries. Nothing in this IP Assignment, express or implied, is intended or shall be construed to confer upon or give to any person or entity, other than the parties to this IP Assignment, any rights, obligations, claims, liabilities or remedies.

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

9. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Intellectual Property Assignment as of the date first above written.

SELLER:

WISERG CORPORATION,
a Washington corporation

By: Andrew B Thomas

Name: Andy Thomas

Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

BUYER:

PLANT RESPONSE, INC.,
a Delaware corporation

By: CTS X

Name: Charles Thomas Snipes

Title: Chief Executive Officer

(Signature Page to Intellectual Property Assignment)

TRADEMARK
REEL: 007239 FRAME: 0987

EXHIBIT A

ASSIGNED PATENTS AND PATENT APPLICATIONS

Application No.	Patent No.	Description	Filing Date	Jurisdiction
16/051,200	10,618,852	Methods and systems for stabilizing organic material	July 31, 2018	USPTO (United States-Federal)
16/810,550	N/A (Pending)	Continuation of patent 10,618,852 – extends batch processing while incorporating additional definition of aerobic conditions within the biological storage tank.		USPTO (United States – Federal)
14/936,397	10,053,393	Methods and systems for stabilizing organic material	November 9, 2015	USPTO (United States – Federal)
14/289,481	9,403,732	Methods and systems for stabilizing organic material	May 28, 2014	USPTO (United States – Federal)
14/244,729	9,181,138	Methods and systems for stabilizing organic material	April 3, 2014	USPTO (United States – Federal)
13/191,251	9,090,496	Methods and systems for stabilizing organic material	July 26, 2011	USPTO (United States – Federal)
PCT/US2020/065395	N/A (Pending)	Methods and Systems for Pathogen Mitigation in Organic Materials (Application pertains to WISErg’s use of “Hurdle Technologies” as a means of pathogen mitigation in	December 16, 2019	PCT (International)

Application No.	Patent No.	Description	Filing Date	Jurisdiction
		stabilized organic material.)		
63/013,961	N/A (Pending)	Application pertains to a selective microbial media developed by WISErg.	April 22, 2020	USPTO (United States – Federal) To be filed as a PCT by April 22, 2021

EXHIBIT B**ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS**

Serial No.	Registration No.	Wordmark	Filing Date	Registration Date	Status	Jurisdiction
88901946	N/A	VIM	May 5, 2020	N/A	Live	USPTO (United States-Federal)
88063776	N/A	FLASH PRESERVATION	August 3, 2018	N/A	Live	USPTO (United States-Federal)
88063773	N/A	FLASH STABILIZATION	August 3, 2018	N/A	Live	USPTO (United States - Federal)
88901936	N/A	PRIX	May 5, 2020	N/A	Live	USPTO (United States - Federal)
88901924	N/A	DISTINGUISH	May 5, 2020	N/A	Live	USPTO (United States-Federal)
88103905	5771749	NUTRIENT RECOVERY TECHNOLOGY	September 4, 2018	June 4, 2019	Live	USPTO (United States - Federal)
87961038	N/A	ELEVATE	June 13, 2018	N/A	Live	USPTO (United States - Federal)
87961030	6059342	BRIO	June 13, 2018	May 19, 2020	Live	USPTO (United States - Federal)
87961059	5939025	SYNERGY	June 13, 2018	December 17, 2019	Live	USPTO (United States - Federal)
87714756	5770625	(WISErg Design Mark – Leaf, single; Other leaves)	December 10, 2017	June 4, 2019	Live	USPTO (United States - Federal)
87714755	5752340	WISErg	December 10, 2017	May 14, 2019	Live	USPTO (United States - Federal)
87714758	5593887	WISERGANIC	December 10, 2017	October 30, 2018	Live	USPTO (United States - Federal)

EXHIBIT C

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

- None.

EXHIBIT D

ASSIGNED DOMAIN NAMES

Domain Name	Registrar	Expiration Date
Myharvester.info	GoDaddy	9/4/2025
Wiseresourcegroup.com	GoDaddy	2/19/2025
Wiseresourcegroup.mx	GoDaddy	3/2/2022
Wiseresourcegroup.net	GoDaddy	2/19/2025
Wiseresourcegroup.org	GoDaddy	2/19/2025
Wiserg.com	GoDaddy	2/19/2025
Wiserg.mx	GoDaddy	3/2/2022
Wiserg.net	GoDaddy	2/19/2025
Wiserg.org	GoDaddy	2/19/2025
Wiserganic.com	GoDaddy	4/6/2022
Wiserganic.net	GoDaddy	4/6/2022
Wiserganic.org	GoDaddy	4/6/2022