

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3348086

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	AGJUNCTION LLC	03/31/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	EFC SYSTEMS, INC.	
<b>Street Address:</b>	9015 OVERLOOK BLVD.	
<b>City:</b>	BRENTWOOD	
<b>State/Country:</b>	TENNESSEE	
<b>Postal Code:</b>	37027	
<b>PROPERTY NUMBERS Total: 5</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	8676620	
<b>Patent Number:</b>	8521372	
<b>Patent Number:</b>	8489291	
<b>Patent Number:</b>	8924152	
<b>Patent Number:</b>	8897973	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(713)308-4001	
<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>		
<b>Phone:</b>	7133080127	
<b>Email:</b>	hong.do@arlaw.com	
<b>Correspondent Name:</b>	RAYMOND R. FERRERA	
<b>Address Line 1:</b>	1221 MCKINNEY STREET	
<b>Address Line 2:</b>	SUITE 4400	
<b>Address Line 4:</b>	HOUSTON, TEXAS 77010	
<b>ATTORNEY DOCKET NUMBER:</b>	18172-2	
<b>NAME OF SUBMITTER:</b>	RAYMOND R. FERRERA	
<b>SIGNATURE:</b>	/Raymond R. Ferrera/	
<b>DATE SIGNED:</b>	05/11/2015	
<b>Total Attachments: 7</b>		

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**Intellectual Property Assignment**

This Intellectual Property Assignment (the "Assignment") is dated effective as of March 31 2015 and is delivered pursuant to Section 2.02(a)(iii) of the Asset Purchase Agreement dated March 31, 2015, by and between AGJUNCTION LLC and EFC SYSTEMS, INC. (the "Purchase Agreement"). Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

WHEREAS, AGJUNCTION LLC, a Delaware limited liability company ("Assignor"), having a principal place of business at 2207 Iowa Street, Hiawatha, Kansas 66434, is the owner of the entire right, title and interest in, to and under the Purchased IP, including without limitation, the U.S. patents and the proprietary subject matter thereof identified in Schedule A attached hereto ("Inventions");

WHEREAS, EFC SYSTEMS, INC., a Tennessee corporation ("Assignee"), having a principal place of business at 9015 Overlook Blvd., Brentwood, Tennessee 37027, is desirous of acquiring any and all right, title and interest in and to the Purchased IP;

NOW THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** AGJUNCTION LLC has sold, assigned and transferred, and by these presents does sell, assign and transfer unto said EFC SYSTEMS, INC. the full and exclusive right, title and interest throughout the world in, to and under the Purchased IP, including but not limited to:

(a) The patents and patent applications identified on Schedule A (the "Letters Patents"), any and all refilings, provisionals, divisions, continuations, continuations-in-part, request for continued examination, reissues and post grant proceeding certificates relating thereto, and any and all Letters Patents which may issue therefrom, and all the same to be held and enjoyed by said EFC SYSTEMS, INC., for its own use and behoof, and for its successors, legal representatives and assigns, to the full end of the terms for which said Letters Patent have been granted;

(b) the entire, right, title and interest throughout the world in and to all copyrights and any copyright applications or registrations attributed thereto both domestic and foreign, published and unpublished, and any other rights of a nature similar to the foregoing whether protected under domestic or foreign law, including without limitation the Berne Convention (collectively, the "Copyrights"), including but not limited to:

(i) All rights to use, copy, print and publish the Copyrights in any manner or by any method whatsoever, and to display, perform or make derivations of the Copyrights in any manner, including all digital representations of the Copyrights, and to distribute to the public by sale or other transfer of ownership, by rental, lease or lending, or by electronic transmission any copies or derivations of the Copyrights;

(ii) Any and all registrations, renewals, and extensions of the Copyrights that may be secured under the laws now or hereafter pertaining thereto in the United States or the states thereof or anywhere else in the world, including but not limited to all registrations of the Copyrights and the rights derived from the registration of the Copyrights with the United States Copyright Office as recited above; and

(iii) Any and all derivatives of the Copyrights now existing or hereafter created.

(c) any and all (i) computer programs, including without limitation the Software, and all software implementations of algorithms, models and methodologies, whether in source code or object code, (ii) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (iii) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, and (iv) documentation including user manuals and other training documentation related to any of the foregoing;

(d) all know-how, trade secrets and confidential and proprietary information, customer lists, software, technical information, data, processes, technology, plans, drawings, schematics, flow charts and blue prints and documentation related to the foregoing;

(e) any and all rights, interest, claims, and rights of action of any kind whatsoever for, arising from or in connection with past, present or future unauthorized use or infringement of the Purchased IP, as well as, all rights to collect, settle, compromise or obtain any and all relief or remedies available for such infringement; and

(f) the unrestricted right to assign or otherwise dispose of rights hereunder, in whole or in part.

2. **Further Assurance.**

(a) The Assignor does for itself, and the Assignor's successors and assigns, covenant and agree to the Assignee to warrant and defend the sale and transfer of the Purchased IP unto the Assignee, the Assignee's successors and assigns, against all and every person or entity whomsoever. The Assignor further covenants and agrees that it will, at Assignee's expense, cooperate with any litigation and execute any and all papers, and perform any other such acts as may be reasonably necessary to give Assignee and its successors and assigns the full benefit of this Assignment.

(b) Assignor agrees that, upon the request of the Assignee, it will:

(i) execute any all divisional and renewal applications for the Inventions or improvements;

- (ii) execute any supplemental oath relating to the Inventions or improvements;
- (iii) execute any application for reissue or extension of any Letters Patent that may be granted upon the application;
- (iv) cooperate to the best of its ability in connection with any Interference proceeding, including but not limited to, cooperation in connection with preparing the preliminary statement and giving and producing evidence in support of such preliminary statement; and
- (v) perform such additional acts as Assignee may deem necessary or expedient in connection with any of the matters stated above.

3. **Representations and Warranties.** Seller's representations, warranties, covenants, and indemnities relating in any way to the Purchased IP are incorporated herein by reference. Assignor covenants and warrants that as of the date of this Assignment, Assignor is the true and lawful owner of the entire right, title, and interest in the Purchased IP, including without limitations, the Software, Copyrights, Inventions and the Letters Patent which are listed in Schedule A, and has the full right and power to convey the same; that the same are free and clear of all Encumbrances whatsoever; and that Assignor has not executed and will not execute any agreement in conflict with this Assignment. Assignor further represents and warrants that, to the best of its knowledge after due inquiry, the Purchased IP is valid and enforceable and does not violate the rights of any person or entity, and no person or entity is infringing the Purchased IP.

4. **License Back.** Assignee hereby grants to Assignor a royalty-free, non-exclusive, non-transferable license to use and practice the Letters Patents and make or have made products that employ or embody an Invention claimed in the Letters Patents solely in the Assignor's Field. This license shall not extend to the fields of prescription agriculture and cloud services. Assignor shall not have the right to grant to any person or entity a sublicense of the rights hereunder without prior written consent of Assignee; provided, however, that Assignor may grant limited sublicenses to affiliates controlled by Assignee. This license shall run for the full term of the Letters Patent, unless earlier terminated by Assignee after providing Assignor written notice of Assignor's breach and a 30-day opportunity to cure such breach. Assignor is not obligated to account to Assignee in relation to any use or other exploitation made of the Letters Patents in accordance with this Assignment. The "Assignor's Field" means the field of business currently conducted by Assignor's remaining divisions – Outback, Satloc and OEM Solutions.

5. **Enforcement of Letters Patent.**

(a) Each party shall promptly notify the other party in writing if such party: (i) becomes aware of any legal proceedings commenced or threatened, or claims or allegations made, relating to the Letters Patent based on an alleged infringement of a third party's Intellectual Property; or (ii) believes that Letters Patent are being, or has been, infringed by a third party. The parties will reasonably cooperate with each other in prosecuting and defending all such claims, including without limitation, providing information, documentation and witness testimony reasonably necessary for defending such claims.

(b) Assignor shall have the exclusive right, at Assignor's sole discretion and expense, to bring an action against an infringer of the Letters Patent in the Assignor's Field and to defend any claims or allegations contesting the validity or enforceability of the Letters Patent in the Assignor's Field, and Assignee shall provide reasonable cooperation with the same, including being named as a nominal party to any action or proceeding as may be permitted by law, all at Assignor's cost and expense (including Assignee's attorneys' fees). Assignee shall have the exclusive right, at Assignee's sole discretion and expense, to bring an action against an infringer of the Letters Patent in all other fields and to defend any claims or allegations contesting the validity or enforceability of the Letters Patent in all other fields, and Assignor shall provide reasonable cooperation with the same, including being named as a nominal party to any action or proceeding as may be permitted by law, all at Assignee's cost and expense (including Assignor's attorneys' fees).

6. **Governing Law.** This Assignment is to be governed by and construed and enforced in accordance with the laws of the State of Tennessee without regard to principles of conflicts of law.

7. **Successors and Assigns.** This Assignment Agreement is binding upon, shall inure to the benefit of, and shall be performed by the parties named, their heirs, administrators, legal representatives, successors and assigns.

8. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

Mar 31, 2015  
Date

AGJUNCTION LLC, Assignor

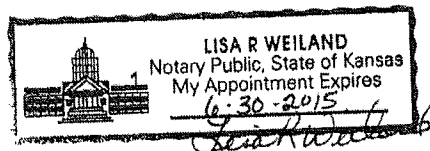
By [Signature]  
Richard Heiniger, CEO  
(print or type name and title)

STATE OF Kansas )  
 ) SS.  
COUNTY OF Brown )

On this 31<sup>st</sup> day of March, 2015 before me a Notary Public in and for the above State and County, personally appeared Richard Heiniger, to me known and known to me to be the person of that name who signed and sealed the above instrument, and acknowledged to me that he executed the instrument in his capacity as CEO of AgJunction LLC, the same to be his/her free act and deed.

[Signature]  
Notary Public

My Appointment Expires:  
6-30-2015



March 31/15  
Date

EFC SYSTEMS, INC., Assignee

By Ernest F Chappell  
Ernest F Chappell, President  
(print or type name and title)

STATE OF Tennessee )  
COUNTY OF Williamson ) SS

On this 31 day of March, 2015 before me a Notary Public in and for the above State and County, personally appeared Ernest Chappell, to me known and known to me to be the person of that name who signed and sealed the above instrument, and acknowledged to me that he executed the instrument in his capacity as \_\_\_\_\_ of EFC Systems, Inc., the same to be his/her free act and deed.

Beverly R Stivers  
Notary Public

My Appointment Expires:

My Commission Expires on  
February 19, 2018.





Schedule A – Patents

Patent No.	Issue Date	Title
8,676,620	03/18/2014	SYSTEM AND METHOD FOR WORKORDER MANAGEMENT
8,521,372	08/27/2013	SYSTEM AND METHOD FOR COLLECTING AND PROCESSING AGRICULTURAL FIELD DATA
8,489,291	07/16/2013	SYSTEM AND METHOD FOR COLLECTING SOIL SAMPLES
8,924,152	12/30/2014	REMOTE MANAGEMENT SYSTEM FOR EQUIPMENT
8,897,973	11/25/2014	SYSTEM AND METHOD FOR COLLECTING AND PROCESSING AGRICULTURAL FIELD DATA