

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4659098

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
MONSANTO TECHNOLOGY LLC		08/31/2017
RECEIVING PARTY DATA		
Name:	WINFIELD SOLUTIONS, LLC	
Street Address:	1080 COUNTY ROAD F WEST	
City:	SHOREVIEW	
State/Country:	MINNESOTA	
Postal Code:	55126	
PROPERTY NUMBERS Total: 19		
Property Type	Number	
Application Number:	61215696	
Application Number:	12775418	
Application Number:	13397478	
Application Number:	13622495	
PCT Number:	US2010034053	
Application Number:	13236479	
Application Number:	13903478	
Application Number:	12775762	
Application Number:	13903841	
Application Number:	15009542	
Application Number:	15659068	
PCT Number:	US2010034048	
Application Number:	61679570	
Application Number:	13794331	
Application Number:	14866391	
Application Number:	61697718	
Application Number:	13797546	
Application Number:	15075649	
Application Number:	15682468	

CORRESPONDENCE DATA**Fax Number:** (612)340-8827

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: 6123402600**Email:** coffey.krista@dorsey.com**Correspondent Name:** DORSEY & WHITNEY LLP**Address Line 1:** 50 SOUTH SIXTH STREET, SUITE 1500**Address Line 2:** INTELLECTUAL PROPERTY DEPARTMENT**Address Line 4:** MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	P269254.US.01 ETC.
NAME OF SUBMITTER:	KRISTA COFFEY
SIGNATURE:	/Krista Coffey/
DATE SIGNED:	10/26/2017

Total Attachments: 13

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TRANSFERRED INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This TRANSFERRED INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Transferred Intellectual Property Assignment Agreement”) is entered into as of this 31st day of August, 2017, by and among The Climate Corporation, a Delaware corporation (“Climate”) and Monsanto Technology LLC, a Delaware limited liability company (“MonTech,” together with Climate, the “Assignors”), and Winfield Solutions, LLC, a Delaware limited liability company (“Assignee”). Unless otherwise defined herein, capitalized terms used herein will have the meaning ascribed to them in that Asset Purchase Agreement dated as of August 31, 2017, by and between Climate and Assignee (the “Asset Purchase Agreement”).

WHEREAS, pursuant to the Asset Purchase Agreement, at Closing, Climate has agreed to sell, convey, transfer and assign and/or to cause their applicable Affiliate(s) to sell, convey, transfer and assign to Assignee, and Assignee has agreed to purchase and accept from Climate and/or their applicable Affiliate(s), all of Climate’s and/or its applicable Affiliates’ right, title and interest in and to the Transferred Intellectual Property; and

WHEREAS, this Transferred Intellectual Property Assignment Agreement is being executed and delivered by the Assignors and Assignee pursuant to Sections 3.02(a)(ii) and 3.02(b)(iii) of the Asset Purchase Agreement.

NOW, THEREFORE, the Assignors and Assignee, in consideration of the foregoing recitals and the mutual covenants, representations, warranties, conditions and agreements hereinafter expressed, agree as follows:

1. On the terms and subject to the conditions of the Asset Purchase Agreement, the Assignors hereby sell, convey, transfer, assign and set over to Assignee, all of the Assignors’ right, title and interest in and to each of the Transferred Intellectual Property and the goodwill of the business symbolized by and associated with the Transferred Intellectual Property.
2. The Assignors, upon request, shall provide reasonable assistance to Assignee to complete or perfect the assignment or transfer to vest all of the Assignors’ right, title and interest in and to the Transferred Intellectual Property and goodwill into Assignee, including, without limitation, cooperation in executing appropriate documents reasonably requested by Assignee to complete formalities for perfecting the assignment of each and all Transferred Intellectual Property and recordation of such assignment of the registered Transferred Intellectual Property with the appropriate Governmental Authorities in the individual countries and jurisdictions, including, without limitation, executing forms of assignment in substantially the same form as attached hereto in Schedules 1-2 for the Marks and the Patents, respectively, included in the Transferred Intellectual Property, within a commercially reasonable time following the written request of Assignee, it being understood that further forms of assignment may be required to be executed for complying with applicable local laws; for the avoidance of doubt, Assignee shall be responsible for preparing and delivering any such further forms to the Assignors for execution. Assignee shall be responsible for initiating the online procedures for transferring the domain name registrations included in the Transferred Intellectual Property, and shall use commercially reasonable efforts to do so within ninety (90) days of Closing. The Assignors will promptly provide all domain name transfer approvals and otherwise complete any online procedures set forth by the registrar for such domain name registrations. All reasonable out-of-pocket fees,

expenses and other costs of the Assignors associated with the foregoing, including, without limitation, all legalization and notarization costs and all reasonable attorneys' fees shall be borne by Assignee. Assignee shall reimburse the Assignors for such fees, expenses and other costs incurred by the Assignors promptly following receipt of a written request for reimbursement (including reasonable supporting documentation for such fees, expenses and other costs).

3. Assignee shall be responsible for, and shall pay, all reasonable out-of-pocket expenses of the Assignors related to the maintenance of the Transferred Intellectual Property with respect to the period beginning on and after the Closing Date, except to the extent that delay in conveyance of any such Transferred Intellectual Property registration is caused by a breach of any provision of this Transferred Intellectual Property Assignment Agreement by an Assignor.

4. This Transferred Intellectual Property Assignment Agreement is an instrument of transfer and conveyance contemplated by, and is executed and delivered pursuant and subject to the terms and conditions of, the Asset Purchase Agreement. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Asset Purchase Agreement. The Assignors make no, and Assignee is not relying on any, representation or warranty (express or implied) of any kind (including as to accuracy, completeness, non-infringement or non-misappropriation of third party intellectual property) in respect of the Transferred Intellectual Property or otherwise, other than the representations and warranties expressly made by the Assignors in the Asset Purchase Agreement.

5. The parties acknowledge that this Transferred Intellectual Property Assignment Agreement, the Asset Purchase Agreement and the form of assignment in Schedules 1-2 are intended to be consistent and complementary; however, in the event of any conflict between this Transferred Intellectual Property Assignment Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement will control, and in the event of any conflict between the form of assignment in Schedules 1-2 and the terms of this Transferred Intellectual Property Assignment Agreement and the Asset Purchase Agreement, the terms of this Transferred Intellectual Property Assignment Agreement and the Asset Purchase Agreement shall control.

6. This Transferred Intellectual Property Assignment Agreement is being executed by the Assignors and Assignee and shall be binding upon each of the Assignors and Assignee, and their respective successors and assigns, for the uses and purposes set forth herein, and shall be effective as of Closing.

7. This Transferred Intellectual Property Assignment Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, USA, applicable to contracts to be carried out wholly within such State, without regard to the principles of conflicts of Laws that might otherwise be applicable. Any dispute arising out of or relating to this Transferred Intellectual Property Assignment Agreement shall be handled in accordance with Section 10.10 of the Asset Purchase Agreement. Information exchanged between the Assignors and Assignee under this Transferred Intellectual Property Assignment Agreement shall be governed by Section 6.06 of the Asset Purchase Agreement.

8. Each reference in this Transferred Intellectual Property Assignment Agreement to a section or Schedule, unless otherwise indicated, shall mean a section of this Transferred Intellectual Property Assignment Agreement or a Schedule attached to this Transferred

Intellectual Property Assignment Agreement, respectively. References herein to “days,” unless otherwise indicated, are to consecutive calendar days. All parties have participated substantially in the negotiation and drafting of this Transferred Intellectual Property Assignment Agreement and agree that no ambiguity herein should be construed against the draftsman. A term defined in the singular number shall include the plural and vice versa. The word “includes” or “including” shall mean “including without limitation”.

9. This Transferred Intellectual Property Assignment Agreement may not be amended, modified or supplemented except upon the delivery of a written contract executed by the parties hereto. The failure by any party on any single occasion to exercise any of its rights hereunder or to enforce any of the terms and conditions of this Transferred Intellectual Property Assignment Agreement shall not constitute or be deemed a waiver of that party’s rights on any subsequent occasion to exercise any rights hereunder or to enforce each and every term and condition hereof.

10. If any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision hereof, as long as the remaining provisions, taken together, are sufficient to carry out the overall intentions of the parties as evidenced hereby.

11. This Transferred Intellectual Property Assignment Agreement may be executed simultaneously in multiple counterparts, and in separate counterparts (including via facsimile or portable document (PDF)), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.


12. This Transferred Intellectual Property Assignment Agreement (including any Schedules hereto), together with the Asset Purchase Agreement and the other Transaction Documents embody the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings between the parties relating to such subject matter.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Transferred Intellectual Property Assignment Agreement to be executed as of the date first above written.

Assignors

The Climate Company

By: 
Name: Tom Ruff
Title: Sr. Director, Strategy & New Deals

Monsanto Technology LLC

By: _____
Name: _____
Title: _____

Assignee

Winfield Solutions, LLC

By: _____
Name: _____
Title: _____

[Signature Page to Transferred Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Transferred Intellectual Property Assignment Agreement to be executed as of the date first above written.

Assignors

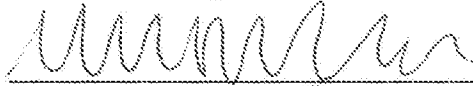
The Climate Company

By: _____

Name: _____

Title: _____

Monsanto Technology LLC

By:  _____

Name: Thomas P. McBride

Title: Vice President

Assignee

Winfield Solutions, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, each of the Parties hereto has caused this Transferred Intellectual Property Assignment Agreement to be executed as of the date first above written.

Assignors

The Climate Company

By: _____

Name: _____

Title: _____

Monsanto Technology LLC

By: _____

Name: _____

Title: _____

Assignee

Winfield Solutions, LLC

By: Michael Vande Logt

Name: MICHAEL VANDE LOGT

Title: EVP + COO

Schedule 1

Short Form Trademark Assignment Agreement

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Trademark Assignment"), including all schedules attached hereto, is made effective August 31, 2017 (the "Effective Date"), by and between Monsanto Technology LLC, a Delaware limited liability company ("Assignor") and Winfield Solutions, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee may be referred to in this Trademark Assignment each as a "Party" and collectively as the "Parties." Unless otherwise defined herein, capitalized terms used herein will have the meaning ascribed to them in that Asset Purchase Agreement dated as of August 31, 2017, by and between The Climate Corporation, a Delaware corporation and Affiliate of Assignor, and Assignee (the "Asset Purchase Agreement").

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to accept from Assignor ownership of the Marks expressly identified on Exhibit A to this Trademark Assignment.

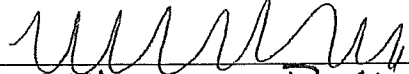
NOW, THEREFORE, Assignor, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign and transfer unto Assignee, all of its right, title, and interest in, to or under the Marks expressly identified on Exhibit A, including all goodwill of the business associated therewith. This Trademark Assignment may be recorded with the United States Patent and Trademark Office to record and perfect the ownership interest of Assignee.

This Trademark Assignment may be executed simultaneously in multiple counterparts, and in separate counterparts (including via facsimile or portable document (PDF)), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Signature Page Follows]

Assignor

Monsanto Technology LLC

By: 

Name: THOMAS P. McBRIDE

Title: VICE PRESIDENT

Assignee

Winfield Solutions, LLC


By: 

Name: MIKE VANDELOGT

Title: EVP + COO

Exhibit A

U.S. TRADEMARKS

Trademark	Application Number	Registration Number	Registration Date
SOLUM	85-374391	4444256	December 3, 2013
SOLUM 	85-629532	4515281	April 15, 2015
NO-WAIT NITRATE	85-381053	4748191	June 2, 2015

Schedule 2

Short Form Patent Assignment Agreement

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this “Patent Assignment”), including all schedules attached hereto, is made effective August 31, 2017 (the “Effective Date”), by and between Monsanto Technology LLC, a Delaware limited liability company (“Assignor”) and Winfield Solutions, LLC, a Delaware limited liability company (“Assignee”). Assignor and Assignee may be referred to in this Patent Assignment each as a “Party” and collectively as the “Parties.” Unless otherwise defined herein, capitalized terms used herein will have the meaning ascribed to them in that Asset Purchase Agreement dated as of August 31, 2017, by and between The Climate Corporation, a Delaware corporation and Affiliate of Assignor and Assignee (the “Asset Purchase Agreement”).

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to accept from Assignor ownership of the patents expressly identified on Exhibit A to this Patent Assignment.

NOW, THEREFORE, Subject to the terms and conditions of the Asset Purchase Agreement, Assignor, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign and transfer unto Assignee, all of its right, title, and interest in, to or under the patents expressly identified on Exhibit A. This Patent Assignment may be recorded with any Governmental Authority to perfect the ownership interest of Assignee.

This Patent Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware, USA, applicable to contracts to be carried out wholly within such State, without regard to the principles of conflicts of Laws that might otherwise be applicable.

This Patent Assignment may be executed simultaneously in multiple counterparts, and in separate counterparts (including via facsimile or portable document (PDF)), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Signature Page Follows]

Assignor

Monsanto Technology LLC

By: 

Name: Thomas P. McBride

Title: Vice President

Assignee

Winfield Solutions, LLC

By: 

Name: Mike VandeLogt

Title: EVP + COO

Exhibit A

PATENTS

Patent Number	Title	Application #	PTO Status	Filing Date	Issue/Grant Date
US 8,144,319	AUTOMATED SOIL MEASUREMENT DEVICE	12/775,418	Issued	5/6/2010	3/27/2012
US 8,477,295	AUTOMATED SOIL MEASUREMENT DEVICE	13/236,479	Issued	9/19/2011	7/2/2013
US 8,325,336	AUTOMATED SOIL MEASUREMENT DEVICE	13/397,478	Issued	2/15/2012	12/4/2012
US 8,472,024	AUTOMATED SOIL MEASUREMENT DEVICE	13/622,495	Issued	9/19/2012	6/25/2013
US 9,146,223	AUTOMATED SOIL MEASUREMENT DEVICE	13/794,331	Issued	3/11/2013	9/29/2015
US 8,767,194	AUTOMATED SOIL MEASUREMENT DEVICE	13/903,478	Issued	5/28/2013	7/1/2014
US 14/866,391	AUTOMATED SOIL MEASUREMENT DEVICE	14/866,391	Pending	9/25/2015	
US 8,472,023	MEASUREMENT OF NITRATE-NITROGEN CONCENTRATION IN SOIL BASED ON ABSORPTION SPECTROSCOPY	12/775,762	Issued	5/7/2010	6/25/2013
EP 10772887.5	MEASUREMENT OF NITRATE-NITROGEN CONCENTRATION IN SOIL BASED ON ABSORPTION SPECTROSCOPY	10772887.5	Pending	5/7/2010	
JP 5848242	MEASUREMENT OF NITRATE-NITROGEN CONCENTRATION IN SOIL BASED ON ABSORPTION SPECTROSCOPY	2012-510013	Issued	5/7/2010	12/4/2015
JP 2015-510013	MEASUREMENT OF NITRATE-NITROGEN CONCENTRATION IN SOIL BASED ON ABSORPTION SPECTROSCOPY	2015-510013	Pending	5/7/2010	
US 9,255,878	MEASUREMENT OF NITRATE-NITROGEN CONCENTRATION IN SOIL BASED ON ABSORPTION SPECTROSCOPY	13/903,841	Issued	5/28/2013	2/9/2016

US 15/009,542	MEASUREMENT OF NITRATE-NITROGEN CONCENTRATION IN SOIL BASED ON ABSORPTION SPECTROSCOPY	15/009,542	Pending	1/28/2016	
US 9,291,545	SELF-FILLING SOIL PROCESSING CHAMBER WITH DYNAMIC EXTRACTANT VOLUME	13/797,546	Issued	3/12/2013	3/22/2016
US 15/075,649	SELF-FILLING SOIL PROCESSING CHAMBER WITH DYNAMIC EXTRACTANT VOLUME	15/075,649	Pending	3/21/2016	
N/A	Automated LIMS software				
N/A	Timberline for N protocol				
N/A	NIR Soil OM & Moisture Analysis protocols				
N/A	Robotic pH station				
N/A	Automated extraction process				
N/A	Automated washer for cleaning slurry & extraction plates				
N/A	Automated QC monitoring				