

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5073350

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SPECIAL NUTRIENTS, INC.	07/27/2018
RECEIVING PARTY DATA	
Name:	NUSCIENCE, LLC
Street Address:	2766 SW DOUGLAS ROAD
City:	MIAMI
State/Country:	FLORIDA
Postal Code:	33133
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	15070243
Application Number:	15727877
CORRESPONDENCE DATA	
Fax Number:	(215)864-8999
<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:	215-864-8621
Email:	riordana@ballardspahr.com
Correspondent Name:	BALLARD SPAHR LLP
Address Line 1:	1735 MARKET STREET, 51ST FLOOR
Address Line 2:	ATTN: ALICE J. HUANG
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	00215241
NAME OF SUBMITTER:	ALICE J. HUANG
SIGNATURE:	/Alice J Huang/
DATE SIGNED:	07/30/2018
Total Attachments: 6	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Assignment Agreement (hereinafter, this "Assignment") is entered into and made effective as of July 27, 2018, by and between Nuscience, LLC, a Delaware limited liability company (hereinafter, "Assignee"), and Special Nutrients, Inc., a Florida corporation (hereinafter, "Assignor"). All capitalized words and terms used in this Assignment and not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement (as hereafter defined).

WHEREAS, Assignor owns certain right, title and interest in and to the Intellectual Property Assets, including, but not limited to, the patent applications, trademarks and trademark applications set forth in attached Schedule A (hereinafter, individually and collectively, the "Intellectual Property Assets"); and

WHEREAS, pursuant to an Asset Purchase Agreement entered into among Assignee and Assignor and other parties, dated June 22, 2018 (the "Asset Purchase Agreement"), Assignee desires to acquire the Intellectual Property Assets from Assignor, and Assignor desires to effect such acquisition on the terms and conditions set forth in this Assignment.

NOW, THEREFORE, in consideration of the respective representations, warranties and agreements contained in the Asset Purchase Agreement and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment.

On the basis of the representations, warranties and agreements contained in the Asset Purchase Agreement, and subject to the terms and conditions of this Assignment, Assignor hereby assigns, transfers and delegates to Assignee, its legal representatives, successors and assigns, its entire right, title, interest, duties and obligations arising from, or relating to, the Intellectual Property Assets, including, but not limited to, any patent or trademark or other Intellectual Property rights, along with the goodwill associated therewith and the right to sue for past, present or future infringement, the right to claim domestic or foreign priority, and including any foreign counterparts, continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all Letters Patent or registrations of any country which may be issued for the Intellectual Property Assets. Assignee hereby accepts all such right, title and interest and assumes all of the duties and obligations of Assignor arising in connection with, or relating to, the Intellectual Property Assets from and after the date hereof.

Section 2. Further Actions.

Assignor hereby agrees that Assignor will not execute any writing or do any act whatsoever conflicting with these presents, and that Assignor will, at any time upon request, without further or additional consideration but at the expense of Assignee, execute such additional assignments and other writings, including recordation of such assignments or writings in any patent office in any country, and do such additional reasonable acts as said Assignee may deem necessary or desirable, to perfect the Assignee's enjoyment of this grant. Assignor hereby agrees that Assignor will render all necessary assistance at the expense of Assignee in making

application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of any country for the Intellectual Property Assets, and in enforcing any rights or causes of action accruing as a result of such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of Assignor and Assignee.

Section 3. Terms of the Asset Purchase Agreement.

The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property Assets are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

Section 4. Miscellaneous.

(a) **Availability of Equitable Remedies.** Since a breach of the provisions of this Assignment could not adequately be compensated by money damages, any party shall be entitled, either before or after the date of this Assignment, in addition to any other right or remedy available to it, to an injunction restraining such breach or a threatened breach and to specific performance of any such provision of this Assignment and in either case no bond or other security shall be required in connection therewith, and the parties hereby consent to the issuance of such an injunction and to the ordering of specific performance.

(b) **Modification.** This Assignment may be modified only by a written instrument duly executed by each party.

(c) **Notices.** Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested or delivered against receipt to the party to whom it is to be given at the address of such party set forth in Section 10.2 of the Asset Purchase Agreement (or to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 4(c)) with a copy to each of the other parties hereto. Any notice or other communication given by certified mail (or by such comparable method) shall be deemed given at the time of certification thereof (or comparable act), except for a notice changing a party's address which will be deemed given at the time of receipt thereof.

(d) **Waiver.** Any waiver by any party of a breach of any provision of this Assignment must be in writing and shall not operate as or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this Assignment. The failure of a party to insist upon strict adherence to any term of this Assignment on one or more occasions will not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Assignment.

(e) Assignment. Assignor may not assign its rights or delegate any of its duties under this Assignment without the prior written consent of Assignee, which shall not be unreasonably withheld. Any assignment in violation of this Section 4(e) shall be void and of no legal force or effect.

(f) No Third Party Beneficiaries. This Assignment does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Assignment.

(g) Severability. If any provision of this Assignment is invalid, illegal, or unenforceable, the balance of this Assignment shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

(h) Headings. The headings in this Assignment are solely for convenience of reference and shall be given no effect in the construction or interpretation of this Assignment.

(i) Counterparts; Governing Law. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument binding on the parties. This Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws of such State of Delaware or any other jurisdiction.

[signatures on the following page]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

ASSIGNOR: Special Nutrients, Inc.

By: 

Name: Fernando Tamames III

Title: Vice-President

ASSIGNEE: Nuscience, LLC

By its Sole Member,
AGRIFIRM US CORP.

By: 

Name: Tom Lambert

Title: Attorney-In-Fact

[Signature Page to IP Assignment and Assumption Agreement]

PATENT
REEL: 046501 FRAME: 0566

SCHEDULE A

1. U.S. Patent Application No.15/070,243 filed on March 15, 2016 entitled "TOXIN BINDING SYSTEM"
2. U.S. Patent Application No.15/727,877 filed on October 9, 2017 entitled "RODENTICIDE BINDING SYSTEM"
3. See attached list of Trademarks

Handwritten signature or initials, possibly "A Q", in black ink.

Special Nutrients Worldwide Trademarks (as of 5/10/2018)

Certificate on file	Mark	Country	Classes	Reg. Number	Date	Misc.
y	COBIND	Eur	5 & 31	4093068	10/27/2024	
y	Don Secure	Brazil	31	902495054	1/22/2023	
y	Don Secure	USA	5	4060959	11/22/2021	A "declaration" showing that the mark is still in use and specimen submitted to Malloy Nov 2017. See documents on file.
pending	Endo-End	USA	5	87501055		Approved for publication
pending	Endo-Fin	USA	5	87501072		Approved for publication
y	Just Science	USA	5	4910085	3/1/2026	
y	Leonardite P	USA	1	2510854	11/20/2021	
y	Leonardite-P	Thailand	1	TM 235252	1/1/2025	
y	Medi-Cost	USA	5,30 & 31	3673871	8/25/2019	Will not renew per FT III
y	Myco AD	Brazil	31	820114526	10/14/2023	
y	Myco Ad	EU	31	1075852	2/15/2019	
y	Myco Ad	Peru	5	82035	7/24/2022	
y	Myco Ad	USA	5	4636017	11/1/2024	Original Registration # 2158688 revised description approved (See New Regist.# 4636017)
y	Myco Ad AZ	EU	5 & 31	5063789	5/9/2026	
y	Myco Ad AZ	USA	5	4636016	11/1/2024	Original Registration # 2244383 revised description approved (See New Regist.# 4636016)
Pending	Myco Top	USA		86880756		Approved by Malloy 8/17/17 Ref. # 376228316
y	Tox-Free	Brazil	1	828874018	10/6/2019	