

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6601048

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	COTE AG TECHNOLOGIES	11/23/2020
RECEIVING PARTY DATA		
Name:	TOPCON AGRICULTURE AMERICAS	
Street Address:	W5527 STATE ROAD 106	
City:	FORT ATKINSON	
State/Country:	WISCONSIN	
Postal Code:	53703	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Application Number:	15986221	
Application Number:	15920397	
Patent Number:	10104830	
CORRESPONDENCE DATA		
Fax Number:	(973)530-2228	
<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:	9735302028	
Email:	patent@csglaw.com	
Correspondent Name:	JEFFREY M. WEINICK	
Address Line 1:	CHIESA SHAHINIAN & GIANOMASI PC	
Address Line 2:	ONE BOLAND DRIVE	
Address Line 4:	WEST ORANGE, NEW JERSEY 07052	
ATTORNEY DOCKET NUMBER:	13838.0825, 0826, 0827	
NAME OF SUBMITTER:	DIKLA BOROCHOV	
SIGNATURE:	/Dikla Borochov/	
DATE SIGNED:	03/15/2021	
Total Attachments: 6		
source=Executed Assignment#page1.tif		
source=Executed Assignment#page2.tif		
source=Executed Assignment#page3.tif		

source=Executed Assignment#page4.tif

source=Executed Assignment#page5.tif

source=Executed Assignment#page6.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), is made by Cote Ag Technologies, an Iowa limited liability company, located at 650 South Prairie View Drive, Suite 125, #214, West Des Moines, Iowa 50266 ("Assignor"), in favor of Topcon Agriculture Americas, a Wisconsin limited liability company, located at W5527 State Road 106, Fort Atkinson, Wisconsin 53703 ("Assignee"), to affect the transfer of certain assets of Assignor pursuant to the Settlement Agreement and Escrow Agreement between Assignee and Assignor dated as of January 24, 2020 (the "Settlement Agreement").

WHEREAS, under the terms of the Settlement Agreement, Assignor has agreed to convey, transfer, and assign to Assignee, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following (the "Assigned IP"):

(a) the patent and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, 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; and

(e) to the extent related to the technology claimed in the Patents,
(i) trademarks, service marks, trade dress, logos, distinguishing guises and indicia, trade names, corporate names, business names and domain names; (ii) copyrights and registrations and applications for registration thereof; (iii) copies and tangible embodiments in Cote's possession as of the Settlement Agreement Effective Date of:
a) trade secrets (including, without limitation, any trade secret formulas relating to the products of the Technology; b) whether or not confidential, technology (including know-how and show-how), manufacturing and production processes and techniques, methodologies, research and development information, drawings, specifications, designs,

plans, proposals, technical data, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information; (iv) all rights to obtain and rights to apply for patents, and to register trademarks and copyrights; (v) all rights under any license agreements and any licenses, registered user agreements, technology or materials, transfer agreements, and other agreements or instruments with respect to items in (i) to (v) above; and (vi) all rights to sue and recover and retain damages and costs and attorneys' fees for present and past infringement of any of the IP rights hereinabove set out.

2. Effective Date. This IP Assignment shall become effective upon the certification by the Escrow Agent of the occurrence of a Beneficiary Release Event (as defined in the Settlement Agreement) as indicated by the signature of the Escrow Agent below.

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

4. Terms of the Settlement Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Settlement Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Settlement 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 Settlement Agreement and the terms hereof, the terms of the Settlement Agreement shall govern.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. 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 Wisconsin, without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

COTE AG TECHNOLOGIES

By 

Name: Jeffrey D. Hallgren

Title: President and CEO

Release of Deposit Materials

I, Robert F. Sullivan, acting as Escrow Agent pursuant to the Escrow Agreement between Topcon Agriculture Americas, LLC and Cote Ag Technologies, LLC, hereby certify the occurrence of a Beneficiary Release Event under the Escrow Agreement. This certification is effective as of 11-23-2020

By [Signature]

ROBERT F. SULLIVAN

Name: Robert F. Sullivan

Title: Escrow Agent

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF WAUKESHA

)
) SS.
)

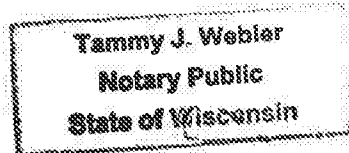
On the 23 day of November, before me personally appeared Robert F. Sullivan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same and acknowledged the instrument to be the free act and deed of Robert F. Sullivan for the uses and purposes mentioned in the instrument.

My Commission Expires:

7-28-2022

Tammy J. Webler
Notary Public

Printed Name: Tammy J. Webler



SCHEDULE 1
ASSIGNED PATENTS

Patents

Title	Jurisdiction	Patent Number	Issue Date
Row Planter Assembly	US	10,104,830	10/23/2018

Patent Applications

Title	Jurisdiction	Status	Application/ Publication Number	Filing Date
SEED METER ASSEMBLY	US	Pending	15/986,221	05/22/2020
Seed Delivery System	US	Pending	15/920,397	05/13/2018