

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI495515

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Crop One Holdings, Inc.	02/05/2024
RECEIVING PARTY DATA	
Company Name:	Emirates Crop One LLC
Street Address:	PO Box 22525
Internal Address:	Airport Road
City:	Dubai
State/Country:	UNITED ARAB EMIRATES
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	10201132
Patent Number:	9565812
Application Number:	16170736
Application Number:	17339675
Patent Number:	11483981
CORRESPONDENCE DATA	
Fax Number:	2027485915
<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:	2027485907
Email:	dkenealy@kviplaw.com,ip@kviplaw.com
Correspondent Name:	David J Kenealy
Address Line 1:	3050 K Street Suite 302
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20007
ATTORNEY DOCKET NUMBER:	5113-0002
NAME OF SUBMITTER:	David Kenealy
SIGNATURE:	David Kenealy
DATE SIGNED:	09/13/2024
Total Attachments: 10 source=assignment#page1.tiff	

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DATED

5 February 2024

DEED OF ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY RIGHTS

between

Crop One Holdings, Inc.

And

Emirates Crop One LLC

TCH. M/A

**PATENT
REEL: 068586 FRAME: 0485**

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THIS DEED OF ASSIGNMENT AND TRANSFER (the "Agreement") is entered into and made effective as of this 5th of February 2024 (the "Effective Date")

Parties

(1) **Crop One Holdings, Inc.** (registered no. 51122870) a Delaware corporation incorporated under the laws of Delaware, USA, whose registered office is at 725 Main St, Suite 1, Millis, MA 02054, USA, and which corporation on November 23, 2023 filed a Certificate of Dissolution (**Assignor**)

and

(2) **Emirates Crop One LLC** (license no. 811427), a company incorporated under the laws of UAE whose registered office is at PO Box 22525, the Emirate of Dubai, UAE (**Assignee**)

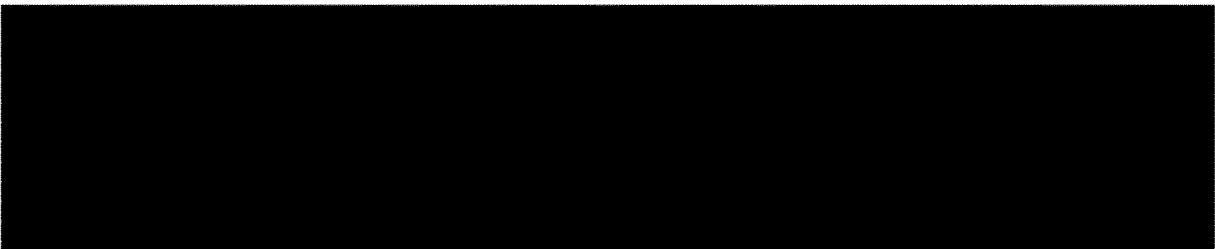
The Assignor and the Assignee may be hereafter referred to individually as a "**Party**" and collectively as the "**Parties**".

BACKGROUND

(A) The Assignor owns the intellectual property rights in the Licensed IPR (as defined below).

(B)

(C)



(D) The Assignor has agreed to assign to the Assignee the Licensed IPR on the terms set out in this Agreement.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday, or public holiday in the United Arab Emirates when banks in Dubai are open for business.

Handwritten initials/signature

Encumbrance: has the meaning given to it in the IP License.

Intellectual Property Rights: has the meaning given to it in the IP License.

[REDACTED]

Licensed IPR: has the meaning given to it in the IP License and as described in more detail in Schedule 1.

[REDACTED]

- 1.2 Clause, Schedule, and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.5 References to clauses and Schedules are to the clauses and Schedules of this Agreement.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This Agreement shall be binding on, and enure to the benefit of, the Parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to **writing** or **written** includes email.

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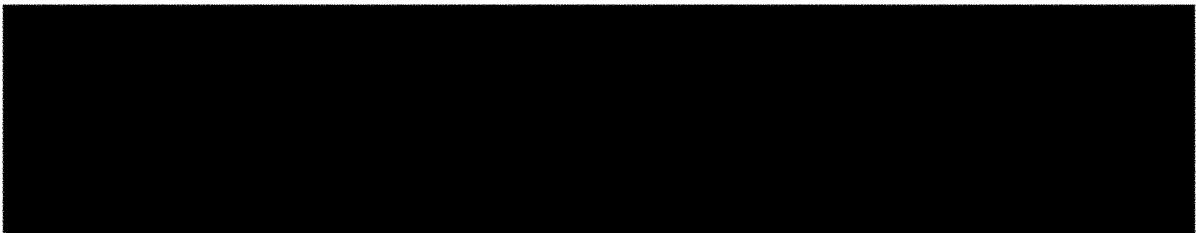
1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.

1.13 Where any statement is qualified by the expression so far as the Assignor is aware or to the Assignor's knowledge (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful consideration or enquiry.

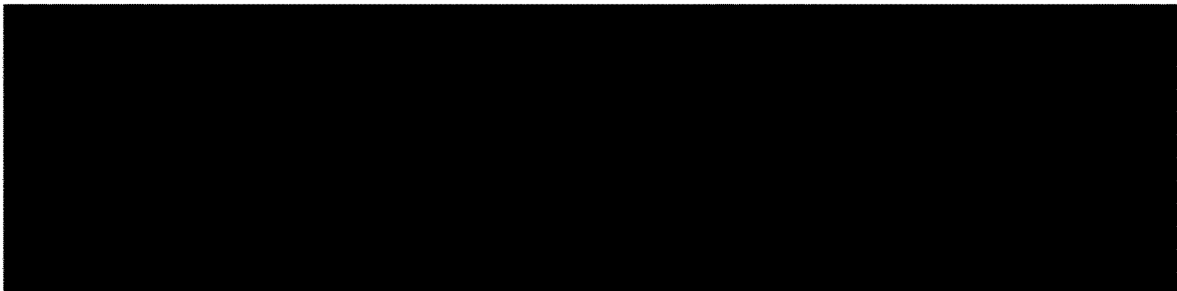
2. Assignment

In consideration of the sum of USD \$1.00 (one United States Dollars) (receipt of which the Assignor expressly acknowledges and accepts), the Assignor hereby assigns and transfers to the Assignee absolutely and free of any Encumbrances all its right, title, beneficial ownership and interest in and to the Licensed IPR, including, for the avoidance of doubt, the right to bring or defend proceedings and obtain relief (and to retain any damages recovered) in respect of any Infringement or other cause of action arising from ownership of any of the Licensed IPR, whether occurring before, on or after the date of this Agreement.

3. VAT



4. Warranties



5. Waiver



TMA M.A.



6. Entire agreement

6.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

6.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement.

7. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

8. Severance

8.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

8.2 If one Party gives notice to the other of the possibility that any provision or part-provision of this Agreement is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid, and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

9. Counterparts

9.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one and the same agreement and instrument.

9.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page or the executed signature page of a counterpart of this Agreement) by: (a) email (in PDF, JPEG, or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this Agreement. If either method of

Handwritten signatures

transmission is adopted, without prejudice to the validity of this Agreement thus made, each Party shall promptly provide the other Party with the "wet-ink" hard copy original of their counterpart.

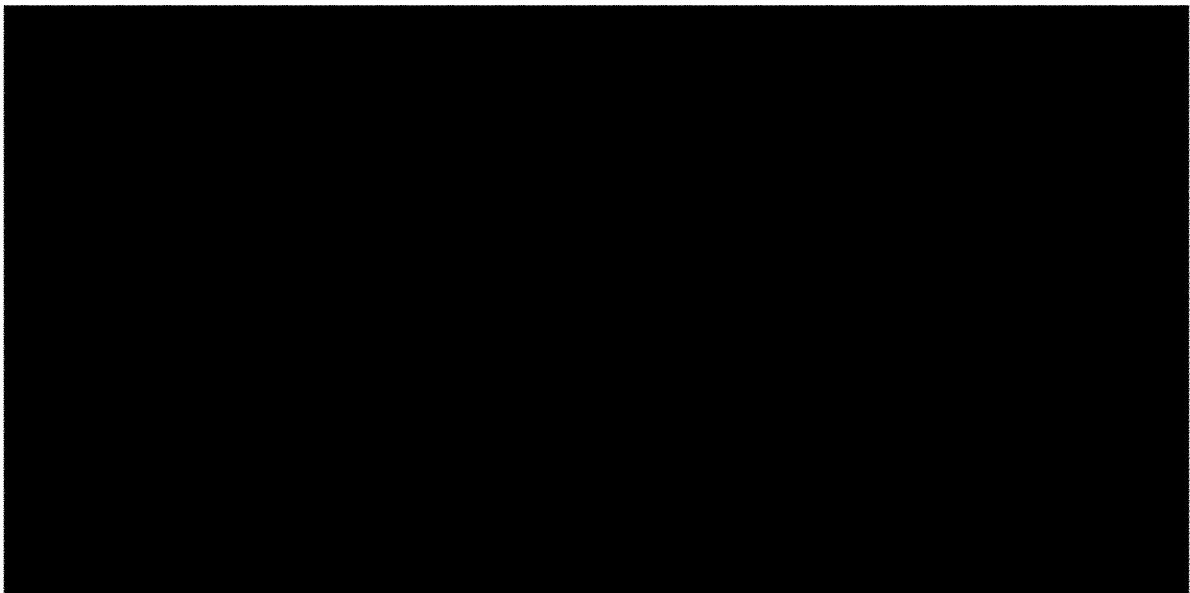
9.3 No counterpart shall be effective or binding upon the Parties until each Party has provided or delivered to the other Party and received from the other Party an executed counterpart.

10. Third party rights

This Agreement does not give rise to any rights to any third party to enforce any term of this Agreement.

11. Notices

11.1



11.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address of the recipient Party;
- (b) if sent by courier delivery service, at 9.00 am on the third Business Day after handing the envelope to the courier delivery service provider; or
- (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

TDA *M.A.*

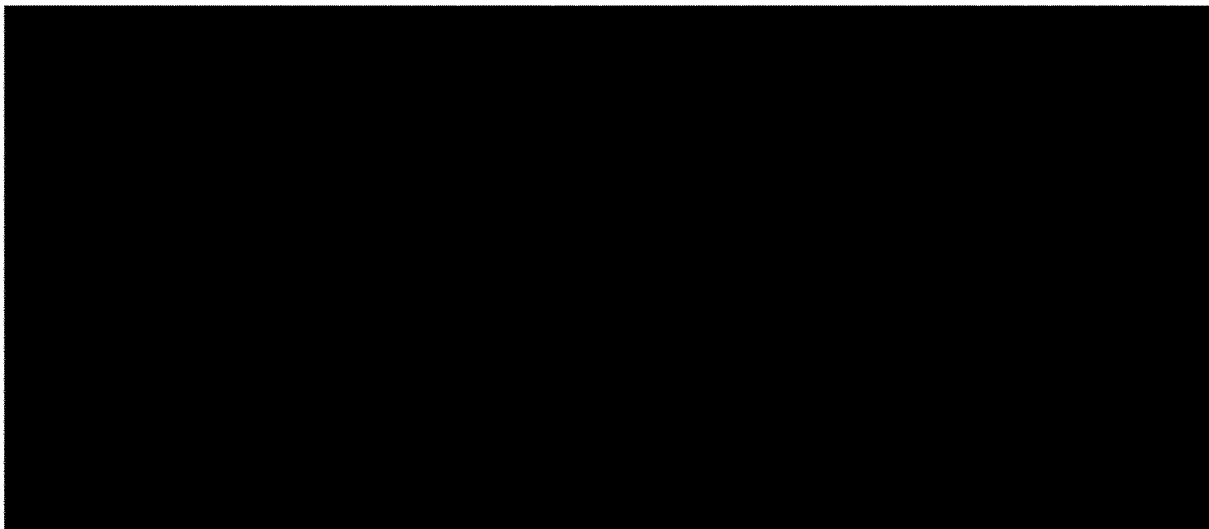
11.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12. Governing law

This Agreement and any dispute, controversy, difference, or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation (the "Dispute") shall be governed by and construed in accordance with the law of England and Wales, excluding any conflict of laws rules or principles that would refer the matter to the laws of another jurisdictions.

13. Jurisdiction

13.1



IN WITNESS WHEREOF this Agreement has been executed as a deed and is delivered and takes effect on the Effective Date.

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MA M.A

Schedule 1 – Licensed IPR

Licensed IPR

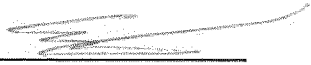
All Intellectual Property Rights, including but not limited to all trade secrets, trade marks, service marks, trade names, business names, logos or get-up, patents, petty patents, utility models, supplementary protection certificates, copyrights, semiconductor topography rights, Know-how, inventions, designs and registered and unregistered design rights, methods, algorithms, computer programs or software, data and information of any kind, domain names and URLs, rights in goodwill and to sue for passing off and in unfair competition, rights in opposition proceedings, and all other similar rights, whether or not patentable or copyrightable, that are either owned by Licensor or Licensor's Affiliates, or to which Licensor or any Licensor Affiliate has all necessary use rights or which are used by Licensor or a Licensor Affiliate in connection with the Business, for the avoidance of doubt, on a global basis and as may be developed by Licensor or any Licensor Affiliates and any derivatives therefrom, including but not limited to extension of the technology to other forms of produce. For the avoidance of doubt, the Licensed IPR shall include any and all Improvements.

For the avoidance of doubt, the Licensed IPR includes any rights, title or interest (without any warranties of title or ownership) that Assignor may have in (i) the software known as Farm Manager Software and (ii) US Patents with application or publication numbers 11483981 and 10201132

[Signature block follows]

TRUS. MA

Executed as a deed by Crop One Holdings, Inc acting by



Thomas Peter Ryan-Hill

in the presence of:



ELIANA FONSECA
LEGAL COUNSEL, EKFC
Airport Road, P.O Box 22525, Dubai, UAE

Executed as a deed by Emirates Crop One LLC acting by



Mahmood Mohamed Ameen Mahmood Almarzooqi

in the presence of:



ELIANA FONSECA
LEGAL COUNSEL, EKFC
Airport Road, P.O Box 22525, Dubai, UAE

TRD