

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485790

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|---|--|--------------------------------------|-----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PhytoTechnology Laboratories, L.L.C. | | 08/10/2018 | Limited Liability Company: KANSAS |
| RECEIVING PARTY DATA | | | |
| Name: | PhytoTech Labs, Inc. | | |
| Street Address: | 14610 W 106th St | | |
| City: | Lenexa | | |
| State/Country: | KANSAS | | |
| Postal Code: | 66215 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3451717 | PHYTOTECHNOLOGY LABORATORIES, L.L.C. | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128637806 | | |
| <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: | 3128637198 | | |
| Email: | nancy.brougher@goldbergkohn.com | | |
| Correspondent Name: | Nancy Brougher, Paralegal | | |
| Address Line 1: | Goldberg Kohn Ltd. | | |
| Address Line 2: | 55 East Monroe, Suite 3300 | | |
| Address Line 4: | Chicago, ILLINOIS 60603 | | |
| ATTORNEY DOCKET NUMBER: | 6030.108 | | |
| NAME OF SUBMITTER: | Nancy Brougher | | |
| SIGNATURE: | /njb/ | | |
| DATE SIGNED: | 08/13/2018 | | |
| Total Attachments: 5 | | | |
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), effective as of August 10, 2018 (the "Effective Date"), is entered into by and between PhytoTechnology Laboratories, L.L.C., a Kansas limited liability company, having an address of P.O. Box 12205, Shawnee Mission, Kansas 66282 ("Assignor"), and PhytoTech Labs, Inc., a Delaware corporation, having an address of 14610 W 106th St, Lenexa, KS 66215 ("Assignee").

WHEREAS, Assignor has entered into an Asset Purchase Agreement (the "Purchase Agreement") dated as of August 10, 2018 with Assignee, whereby Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the trademarks set forth on Schedule A hereto (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks and:

(a) the corresponding trademark registrations and trademark applications and all issuances, extensions and renewals thereof;

(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; and

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

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, 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 advisable or necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, including, without limitation, the representations, warranties, covenants, exclusions and indemnities set forth therein, and that this Trademark Assignment shall not be deemed to limit, enlarge or extinguish any obligation of the parties hereto under the Purchase Agreement, all of which obligations shall survive the delivery of this

Trademark Assignment in accordance with the terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall inure to the benefit of, and be binding on, the parties hereto and their respective successors and assigns (if any).

6. Governing Law. This Trademark Assignment shall be construed in accordance with, and governed in all respects by, the internal Laws of the State of Kansas, without giving effect to conflicts of law or choice of law provisions thereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Assignor has executed this Assignment, as an instrument under seal, effective as of the date first written above.

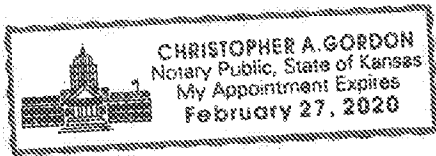
PHYTOTECHNOLOGY LABORATORIES, L.L.C.,
Assignor

By: *Kenneth C. Torres*
Name: KENNETH C. TORRES
Title: MEMBER

ACKNOWLEDGEMENT

STATE OF KANSAS
COUNTY OF Sebastian ss.

On this the 10th day of August, 2018, before me appeared Kenneth C. Torres, the person who signed this instrument, who acknowledged that he or she signed such instrument as his or her free act and deed.



[Signature]
Notary Public

My commission expires: 2-27-20

IN WITNESS WHEREOF, the Assignee has executed this Assignment, as an instrument under seal, effective as of the date first written above.

PHYTOTECH LABS, INC.,
Assignee

By: *B. Wall*
Name: Brian M. Wall
Title: Chairman of the Board

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

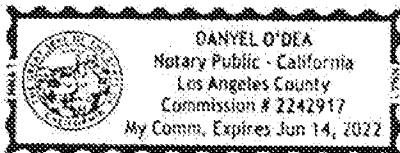
COUNTY OF LOS ANGELES

On this 8th day of August 2018 before me, Daniel O'Dea Notary Public personally appeared Brian Wall who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Daniel O'Dea
Signature




[Signature page to Trademark Assignment]

SCHEDULE A

ASSIGNED TRADEMARKS

U.S. Trademark Registrations/Applications

| <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> | <u>Owner</u> |
|--|-------------------------|--------------------------|---|
|  PhytoTechnology Laboratories PHYTOTECHNOLOGY LABORATORIES, L.L.C. | 3451717 | June 24, 2008 | PhytoTechnology Laboratories, L.L.C. |