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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissione.

Trademarks: Please record the attached original documents or copy thereof.

MRD 7-15-98

1. Name of conveying party(ies):
Agri-Nutrition Group Limited

- Individual(s)
- General Partnership
- Corporation- Delaware
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Mid-States Distributing Company, Inc.

Internal Address: _____

Street Address: 540 Snelling Avenue

City: St. Paul State: MN ZIP: 55164

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State North Dakota
- Other

If Assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 29, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

FARMGARD 1,687,529

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: DYER ELLIS & JOSEPH

Internal Address: Attn: Lynne Benson

Street address: Watergate, Suite 1100

600 New Hampshire Ave., N.W.

City: Washington State: DC ZIP: 20037

6. Total number of application and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brian A. Bannon, Attorney
Name of Person Signing

Signature

7-10-98
Date

Total number of pages comprising cover sheet: 1

07/24/1998 SSMITH 00000165 1687529

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Mail documents to be recorded with required cover sheet information to:

Assistant Commissioner for Trademarks
Box Assignments
2900 Crystal Drive
Arlington, VA 22202-8513

TRADEMARK

REEL: 1759 FRAME: 0648

TRADEMARK ASSIGNMENT AGREEMENT

THIS AGREEMENT is between Agri-Nutrition Group Limited, 13801 Riverport Drive, Suite 111, Maryland Heights, MO 63043 ("Assignor") and Mid-States Distributing Company, Inc., 540 Snelling Avenue, St. Paul MN 55164 ("Assignee")

WHEREAS, Assignor has adopted and used the FARMGARD mark in connection with the sale of products;

WHEREAS, Assignor has registered the trademark FARMGARD with the U.S. Patent and Trademark Office (PTO), Registration Number 1,687,529, and has submitted to the PTO for recordation its Section 8 and 15 affidavit as required by law;

WHEREAS, Assignee wishes to acquire from Assignor the FARMGARD mark and the goodwill of the business associated therewith;

NOW, therefore the parties agree as follows:

1 Assignment. As evidenced by the attached Assignment which forms a part of this Agreement, Assignor assigns to Assignee the FARMGARD trademark and the federal registration thereof, together with the goodwill of the business symbolized by the mark.

2 Consideration.

2.1 Upon execution of this Agreement, Assignee shall pay Assignor \$7,500.

2.2 Rights of First Refusal. Assignee grants Assignor the following rights of first refusal.

2.2.1 Right to Re-acquire the Mark. In the event Assignee receives an offer from any person or entity to acquire by purchase, assignment, license or otherwise, any right, title or interest to the FARMGARD trademark, Assignee shall first offer such rights to Assignor on the same terms and conditions as were offered to Assignee. Assignor must exercise its right of first refusal within ten business days following receipt of notice from Assignee that Assignee has received a *bona fide* offer to acquire rights to the FARMGARD mark. Assignee may not transfer, assign, convey, sell, license or otherwise grant to any person or entity any rights to the FARMGARD mark until Assignor has declined to exercise its right of first refusal or such right has expired.

2.2.2 Right to Supply Products Bearing the Mark. In the event Assignee undertakes to manufacture or produce any products in connection with the FARMGARD trademark, Assignee shall first offer Assignor the right to manufacture or produce the product for Assignee. If Assignor receives an offer from any entity to manufacture or produce any product to be sold in connection with the FARMGARD trademark, Assignee shall first offer Assignor the right to manufacture or produce such product to the same specification, quality assurance standards, price, and other terms and conditions as offered to Assignee. Assignor must exercise its right of first refusal within thirty days following receipt of notice from Assignee that Assignee has a *bona fide* offer to manufacture or produce a product bearing the FARMGARD mark. This right of first refusal does not apply with respect to any product which if manufactured by Assignor would infringe upon the valid patent of any third party; provided that Assignee first notifies Assignor of the patent number and product to which the patent relates. This right of first refusal shall expire 20 years from date of Agreement.

TRADEMARK ASSIGNMENT AGREEMENT

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- 2.3 Minimum Purchase Obligation. After the effective date of this Agreement and prior to December 31, 2000, Assignee shall purchase from Assignor not less than \$500,000 in products to be resold under the FARMGARD trademark.
- 3 Representation and Warranty. Assignor represents that it is the owner of the FARMGARD trademark and that it knows of no senior user whose rights to the mark, when used in connection with products, are superior to those of Assignor.
- 4 Conditions Subsequent. Conditions Subsequent to this Agreement are that the PTO accepts for recordation (1) Assignor's Sections 8 and 15 affidavit, and (2) the Release of the Security Interest in favor of CIT Group Business Credit, Inc.
- 5 Termination. Either party may terminate this Agreement only upon the occurrence of a breach by the other party, by giving that party notice of the breach and ninety (90) days in which to cure same. In the event Assignor terminates this Agreement Assignee shall transfer and Assign to Assignor the FARMGARD trademark along with all associated goodwill associated therewith.
- 6 Notice. Any notice required to be given hereunder shall be in writing and must be given by personal delivery (including professional courier) at, or mailing (by first class receipted prepaid mail) to, the address of the party contained in this Agreement, or such other address as such party may have notified the other of pursuant to this paragraph. In the case of personal deliver, such notice shall be deemed to have been given upon the date of such transmission or delivery, provided the party has a receipt documenting delivery. In the case of mailing, such notice shall be deemed to have been given seven days after such mailing.

AGREED:

Agri-Nutrition Group Limited

Mid-States Distributing Company, Inc.

By: [Signature]

By: [Signature]

Title: Chief Financial Officer

Title: CHIEF OPERATING OFFICER

Date: 6/29/98

Date: 6/24/98

TRADEMARK ASSIGNMENT

WHEREAS, Agri-Nutrition Group Limited, a Delaware corporation with its principal office and place of business at Riverport Executive Center II, 13801 Riverport Drive, Suite 111, Maryland Heights, Missouri 63043 ("Assignor") owns the trademark FARMGARD (the "Mark") in connection with the sale of products, which Mark is registered in the U.S. Patent and Trademark Office, Registration Number 1,687,529; and

WHEREAS, Mid-States Distributing Company, Inc. a North Dakota corporation with its principal office and place of business at 540 Snelling Avenue, St. Paul, Minnesota 55164 ("Assignee") wishes to acquire the Mark and the registration thereof.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to said Mark and the registration thereof, together with the goodwill of the business symbolized by said Mark and the registration thereof.

This Agreement was executed at St. Louis, MO on June 29, 1998.

ATTEST: *Pamela Jackson*

Agri-Nutrition Group Limited

Signature: *Robt J. Ely*
Title: Chief Financial Officer