

08-02-2001



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Form PTO-15 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

FORM COVER SHEET 2900 U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office Washington, DC 22202-3513

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please Date: 7-13-01 Signed: Dan Wiseman

1. Name of conveying party(ies):

Farmland Industries, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Kansas, Other

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

3. Nature of conveyance:

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

Execution Date:

2. Name and address of receiving party(ies)

Name: Cenex Harvest States Cooperatives Internal Address:

Street Address: 5500 Cenex Drive Inver Grove Heights State: MN Zip: 55077

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Minnesota, Other

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

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

A. Trademark Application No.(s) 75-839,190

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Farmland Industries, Inc.

Internal Address: Legal Dept. 62

Street Address: 12200 N. Ambassador Drive

City: Kansas City State: MO Zip: 64163

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

501800

(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.

Elizabeth Porter Name of Person Signing

Signature

7/13/01 Date

Total number of pages including cover sheet, attachments, and document: 3

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Documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002337 FRAME: 0958

TRADEMARK ASSIGNMENT

This Assignment is made as of October 1, 2000, by Farmland Industries, Inc., a corporation organized and existing under the laws of Missouri, having its principal place of business at 3315 North Oak Trafficway, Kansas City, Missouri (herein, "Assignor"), to Cenex, Harvest States Cooperatives Corporation, a corporation organized and existing under the laws of Minnesota, having its principal place of business at 5500 Cenex Drive, Inver Grove Heights, Minnesota (herein, "Assignee").

Assignor has adopted and used, and has continuously used, the mark listed below (herein, the "Mark") to identify various goods and services offered and sold by Assignor. The said Mark reflects and symbolizes the considerable good will of the Assignor with respect to its business of selling and offering for sale the various goods and services identified by the Mark. The Mark was first used by and/or through Assignor in a joint venture with Assignee known as Country Energy LLC. (herein, "Country Energy"). The nature and quality of the services offered and sold under the Mark have been controlled at all relevant times by the Assignee which is a related company to Assignor by virtue of the Asset Contribution Agreement (Cenex Harvest States Cooperatives) dated June 29, 1998, between Assignee and Assignor (herein, the "Venture Agreement").

Assignor now desires to assign to Assignee, and Assignee desires to receive from Assignor, all Assignor's right, title, and interest in and to the said Mark, together with all Assignor's good will associated therewith and symbolized thereby.

NOW, THEREFORE, in consideration of the payment by Assignee to Assignor of the sum of ten dollars (\$10.00), the Assignor makes the following assignment:

1. The Mark. The Mark being assigned by Assignor to Assignee hereunder (together with all associated good will) is as listed below:

<u>Mark</u>	<u>Serial Number</u>	<u>Country.</u>
CENEX XPRESS 24	75/839,190	United States

2. Assignment. Assignor does hereby sell, assign, transfer, and convey to Assignee its entire right, title, and interest in and to the said Mark and any and all rights to any registrations thereof or applications for registrations thereof which may now or hereafter exist, together with all of Assignor's good will associated therewith and symbolized thereby.

3. Good will. The said sale, transfer, assignment, and conveyance includes all the good will of the business of Assignor associated with and symbolized by the said Mark.

4. Other Actions. Assignor agrees to execute and deliver all instruments and documents and to do all other reasonable acts appropriate to perfect in Assignee clear title to the Mark and the rights transferred hereunder.

5. Additional Rights. In addition to the other rights referenced herein, Assignor specifically assigns to Assignee all its claims (if any) to recover for any infringement or other violation of the ownership rights in the Mark, whether such infringement or violation occurs in the future or has occurred in the past. This right includes the right to sue for injunctive relief and monetary damages and to recover attorney's fees for its own account and benefit and with no right of accounting to Assignor. Assignor agrees to cooperate with Assignee in any such action, at Assignee's expense. Assignee is authorized to communicate with the United States Patent and Trademark Office, and the United States Patent and Trademark Office is authorized to receive and act upon all instructions, communications, correspondence, or other information sent or provided by Assignee to the same extent as if this Assignment had not been made and such item had been received from Assignor.

IN WITNESS WHEREOF, the Assignor has executed this Trademark Assignment as of the day and year first above written.

ASSIGNOR

FARMLAND INDUSTRIES, INC.

By: 

Title: July 16 2001