

08-26-2003



Y. 75.03

OMB No. 0651-0011 (exp. 4/94)

102533640

To the Honorable Con.

ne attached original documents or copy thereof.

1. Name of conveying party(ies):
Heartland, Inc.

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

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

2. Name and address of receiving party(ies)
Name: Hubbard Feeds Inc.
Street Address: 424 N. Riverfront Drive
City: Mankato _____ State: MN _____ ZIP: 56002

Individual(s) _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State of Minnesota
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: August 11, 2003

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)

Additional numbers attached? Yes No

B. Trademark Registration No. 2,156,953

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OPR/FINANCE

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Travis L. Bachman, Esq.
Internal Address: Dorsey & Whitney LLP
Street Address: Suite 1500, 50 South Sixth Street
City: Minneapolis State: MN ZIP: 55402-1498

6. Total Number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41). \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
04-1420
(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.

Travis L. Bachman
Name of person Signing [Signature] Signature August 20, 2003 Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

08/26/2003 LMUELLER 00000006 2156953
01 FC:8521 40.00 DP

Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
PO Box 1450
Alexandria, Virginia 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

HEARTLAND, INC.

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is entered this 11 day of August, 2003, by and between Heartland, Inc., a North Dakota corporation ("Assignor"), and Hubbard Feeds, Inc., a Minnesota corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated as of August 4, 2003 (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase certain assets of Assignor, and Assignor has agreed to cause the same to be transferred, assigned and contributed to Assignee;

WHEREAS, Assignor owns all right, title and interest in and to and is the sole and exclusive owner of the tradenames, trademarks and trademark applications listed on Schedule A, attached hereto and incorporated herein (collectively, the "Marks"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign and transfer to Assignee all of its right, title and interest in and to the Marks and Assignee is desirous of acquiring the same.

NOW, THEREFORE, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, as owner, does hereby assign, sell and transfer to Assignee all of its right, title and interest in and to the Marks (to the extent set forth on Schedule A), together with the goodwill of the business symbolized by the Marks, the right to sue for past infringement thereof, the registrations and applications for registration therefor, and all the benefit of the Marks. Assignor does further consent to the recordation of this assignment by Assignee with the Commissioner of Patents and Trademarks.

IN WITNESS WHEREOF the Assignor has executed this Assignment as of the date first written above.

HEARTLAND, INC.

By: 

Name: Herbert J. Jameson, Jr.

Title: President

TRADEMARK

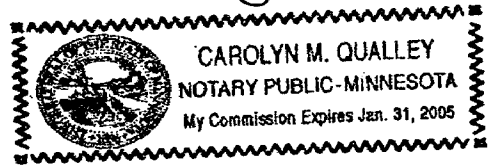
REEL: 002810 FRAME: 0419

State of Minnesota

County of Hennepin

On this 11 day of Aug, 2003, before me appeared Harold J. Jansson the person who signed this instrument on behalf of Heartland, Inc. and who acknowledged that he signed it on behalf of the identified Assignor as President of the identified Assignor and pursuant to authority duly received.

Carolyn M. Qualley
Notary Public



Schedule A

| Mark | Country | Reg. No. | Reg. Date |
|--------------|----------------|-----------------|------------------|
| SNOW COUNTRY | U.S.A. | 2,156,953 | May 12, 1998 |