

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bill of Sale		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Provico, Inc.		07/05/2000	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Auglaize Farmers Cooperative, Inc.		
Street Address:	601 Logan Street		
City:	Wapakoneta		
State/Country:	OHIO		
Postal Code:	45895-2225		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1392928	FORTIPAC	
CORRESPONDENCE DATA			
Fax Number:	(202)331-4308		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-293-7060		
Email:	vmullineaux@sughrue.com, ksmith@sughrue.com		
Correspondent Name:	Kevin G. Smith		
Address Line 1:	2100 Pennsylvania Avenue		
Address Line 2:	Suite 800		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		
NAME OF SUBMITTER:	Kevin G. Smith		
Signature:	/Kevin G. Smith/		
Date:	08/26/2005		

CH \$40.00 1392928

Total Attachments: 3

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Proviso, Inc.

Bill of Sale

Proviso, Inc., (the "Grantor"), an Ohio corporation of 400 West Walnut Street, Botkins, Ohio, pursuant to its Plan and Resolutions of Dissolution and Liquidation (the "Plan") dated June 15, 2000, hereby bargains, sells, conveys, transfers, assigns and delivers to Auglaize Farmers Cooperative, Inc. (the "Grantee"), an Ohio corporation of 601 Logan Street, Wapakoneta, Ohio all right, title and interest in all of the following property associated with Grantor's grain marketing, agronomy, feed, and agronomy service operations that it owns or possesses as of September 1, 1999 (the "Effective Date of Transfer"):

1. Accounts, Documents, Instruments, and General Intangibles including without limitation, all commodities futures accounts and contracts, open contracts and receivables for the purchase or sale of grain, contracts for the purchase or sale of feed, agronomy and other products, and accrued storage, handling, drying and other service charges;
2. Inventory, including, without limitation, inventory in transit or stored off-site and all storage, grain bank, prepaid purchase, delayed price and warehouse receipt arrangements, together with any fees or other charges accrued thereon;
3. Equipment;
4. Motor Vehicles and other titled rolling stock;
5. Fixtures;
6. Records, Files, Trademarks, Service Marks and Copyrights, whether existing in hard copy or electronic form and whether registered or unregistered;
7. Inchoate, Contingent, Accrued and Reversionary Rights In or To Tangible and Intangible Real and Personal Property, including, without limitation, rights to patronage refunds, rebates, dividends and other payments the rights to which have been earned by or accrued to Grantor as of the date this Bill of Sale is signed and delivered, and as of the Effective Date of Transfer;
8. Leasehold Interests and Rights, whether as lessor or as lessee;
9. Cash, Cash Equivalents, Deposits, Stocks, Bonds and Other Securities and Investments, whether or not matured or accrued;
10. Security Interests, Liens, Mortgages and Guaranties granted to Grantor to secure any payment or other obligation due Grantor;
11. Other tangible and intangible personal property not referred to in Items 1-11.

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All as defined or referred to in the Uniform Commercial Code as adopted in Ohio (as to Items 1-5) or in the common meaning of those terms (as to Items 6-11).

Substantially all of such property is listed in Exhibit A attached to this Bill of Sale.

Consideration

The property and rights described herein are being transferred and assigned by this Bill of Sale and Grantor's related real property is being transferred and assigned by simultaneous and related conveyances to Grantee in consideration of Grantee's assumption of the contracts, debts and other obligations set forth in the attached Exhibit B - "Schedule of Assumed Liabilities" and in consideration of Grantee's corresponding surrender of capital stock issued by Grantor to Grantee in accordance with Grantor's Plan and Resolutions of Dissolution and Liquidation dated June 15, 2000. Except as expressly provided in this Bill of Sale or in the instruments conveying Grantor's real property to Grantee, Grantor does not intend to assign or transfer any of its liabilities or obligations to Grantee. Likewise, Grantee does not hereby accept or assume any liability or obligation of Grantor on account of the conveyance of property hereunder or by separate transfer of Grantor's real property, except as expressly specified herein or in the instruments of real property conveyance. The consideration furnished by Grantee has been determined, delivered to, and accepted by Grantor on the condition that Grantee has not and will not accept or assume any such additional liability or obligation.

Grantor hereby covenants to and with Grantee that the property transferred hereunder is free from all claims, liens and encumbrances, except the Assumed Liabilities listed in Exhibit B; that Grantor has good right and title to sell and transfer said property; and that Grantor will warrant and defend said property against all lawful claims and demands.

IN WITNESS WHEREOF, Grantor has signed this Bill of Sale to be effective September 1, 1999.

PROVICO, INC.

Date Signed: July 5th, 2000

By Richard J. Thomson Vice President
Title

Auglaize Farmers Cooperative, Inc., for the sole purpose of its acceptance of assignments hereunder and its assumption of the Assumed Liabilities listed on Exhibit B and not otherwise, has signed this Bill of Sale to be effective September 1, 1999.

**AUGLAIZE FARMERS
COOPERATIVE, INC.**

By *Larry Hammond* Title