

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Friona Industries, L.P.		08/14/2006	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Unifeed Hi-Pro Inc.
Street Address:	2800-201 Portage Avenue
Internal Address:	Canwest Global Place
City:	Winnipeg
State/Country:	CANADA
Postal Code:	R3C 3A7
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1966592	1-800-45HI-PRO
Registration Number:	2295177	FORAGE- LYX
Registration Number:	1959519	HI-PRO
Registration Number:	1959518	HI-PRO
Registration Number:	1952692	HI-PRO PRO EDGE
Registration Number:	1950674	HI-PRO PRODUCER'S EDGE
Serial Number:	76623909	MEDALLION
Registration Number:	1820069	
Registration Number:	3039556	NATURAL CALF
Serial Number:	76636884	OPTIBRAN
Registration Number:	2105001	PNEUMONIA KNOCKER
Serial Number:	76632508	SENDERO

CH \$315.00 1966592

CORRESPONDENCE DATA

Fax Number: (214)661-4899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214/953-6818
Email: daltmdept@bakerbotts.com
Correspondent Name: Valerie Verret
Address Line 1: 2001 Ross Avenue, Suite 600
Address Line 2: Baker Botts LLP
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	077401.0101
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DOMESTIC REPRESENTATIVE

Name: Valerie Verret
Address Line 1: 2001 Ross Avenue, Suite 600
Address Line 2: Baker Botts LLP
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Valerie Verret
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Signature:	/Valerie Verret/
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Date:	08/22/2006
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Total Attachments: 6
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TRADEMARK ASSIGNMENT AGREEMENT

THIS ASSIGNMENT is made as of the 14th day of August, 2006, between FRIONA INDUSTRIES, L.P., a Delaware limited partnership, having its principal place of business at 500 S. Taylor, Suite 601, Amarillo, Texas 79101, U.S.A. (the "Assignor") and UNIFEED HI-PRO INC., a Texas corporation, having its principal place of business at Canwest Global Place, 2800-201 Portage Avenue, Winnipeg, Manitoba, Canada, R3C 3A7, U.S.A. (the "Assignee").

WHEREAS, the Assignor is the owner of all right, title and interest in and to the domestic and foreign marks set forth on SCHEDULE 1 attached hereto (hereafter the "Trademarks") and the related trademark registrations and pending applications therefor; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks and in and to the related registrations and pending applications therefor, together with the goodwill of the business symbolized by the marks throughout the world as a successor to the business of Assignor, or portion thereof, to which the Trademarks pertain and which business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, assign and set over to Assignee, its successors, assigns and legal representatives, the entire right, title and interest in and to the Trademarks and the related registrations and applications therefor, together with the goodwill of the business symbolized by the Trademarks throughout the world;

Assignor also assigns unto Assignee all claims for damages by reason of infringement prior to the assignment date of the Trademarks throughout the world, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

The Assignor covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

The Assignor further covenants that the Assignor will, upon the Assignee's request, promptly execute and deliver to the Assignee or its legal representative any and all papers or instruments reasonably required to maintain, prosecute and/or register the Trademarks which may be necessary or desirable to carry out the purposes hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

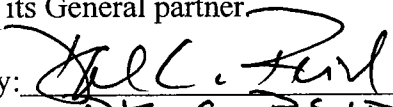
ASSIGNOR

ASSIGNEE

FRIONA INDUSTRIES, L.P.

UNIFEED HI-PRO INC.

By: Cattle Resources, LLC,
its General partner

By: 
Name: D L C REID
Title: VICE PRESIDENT

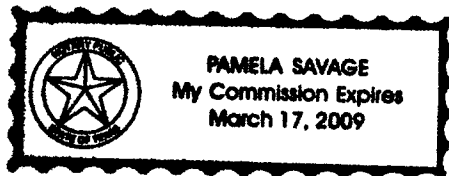
By: _____
Name: _____
Title: _____

DAL02:465027

STATE OF TEXAS §
COUNTY OF Potter §

Before me, the undersigned, a Notary Public on this day personally appeared Dal C. Reid, to me known and known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said FRIONA INDUSTRIES, L.P., a Delaware limited partnership, and that he had executed the same as the act of such limited partnership for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, the 14 day of August, 2006.



[SEAL]

Pamela Savage
Notary Public in and for
the State of Texas

STATE OF TEXAS §
COUNTY OF _____ §

Before me, the undersigned, a Notary Public on this day personally appeared _____, to me known and known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said UNIFEED HI-PRO INC., a Texas corporation, and that he had executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, the _____ day of August, 2006.

Notary Public in and for
the State of Texas

[SEAL]

DAL02:465027

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

ASSIGNOR

ASSIGNEE

FRIONA INDUSTRIES, L.P.

UNIFEED HI-PRO INC.

By: Cattle Resources, LLC,
its General partner

By: _____
Name: _____
Title: _____

By: T.W. Kirk
Name: Thomas W. Kirk
Title: Corporate Secretary

DAL02:465027

Schedule 1

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u> <u>or</u> <u>Application Number</u>	<u>Registration Date</u> <u>or</u> <u>Application Date</u>
1-800-45HI-PRO	United States	1,966,592	4/9/1996
FORAGE-LYX	United States	2,295,177	11/30/1999
FORAGE-LYX	Mexico	683500	1/29/2001
FORAGE-LYX	Canada	876819	2/18/1998
HI-PRO	United States	1,959,519	3/5/1996
HI-PRO & DESIGN	Mexico	458982	5/2/1994
HI-PRO & DESIGN	Mexico	460298	5/13/1994
HI-PRO & DESIGN	Mexico	177202	3/6/1995
HI-PRO & DESIGN	Canada	TMA499868	8/31/1998
HI-PRO & DESIGN	United States	1,959,518	3/5/1996
HI-PRO EDGE & DESIGN	United States	1,952,692	1/30/1996
HI-PRO PRODUCER'S EDGE & DESIGN	United States	1,950,674	1/23/1996
MEDALLION	United States	76/623,909	12/10/2004
MISCELLANEOUS (TWO TRIANGLE) DESIGN	United States	1820069	2/8/1994
NATURAL CALF	United States	3,039,556	1/10/2006
OPTIBRAN	United States	76/636,884	4/22/2005
PNEUMONIA KNOCKER	United States	2105001	10/14/1997
SENDERO	United States	76/632,508	3/2/2005

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